

**Grant Agreement # MBCRG2022-C20**

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 SANTA BARBARA

2. The term of this Agreement is:

January 21, 2022 through December 30, 2022

3. The maximum grant amount for this Agreement is:

\$556,119.99

Five Hundred Fifty-Six Thousand One Hundred Ninety-Nine Dollars and Ninety-Nine Cents

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

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

GRANT RECIPIENT	
GRANT RECIPIENT'S NAME County of Santa Barbara	
BY (Authorized Signature) X.	DATE SIGNED January 25, 2022
PRINTED NAME AND TITLE OF PERSON SIGNING Joan Hartmann, Chair of the Board of Supervisors	
ADDRESS 105 East Anapamu, Santa Barbara, CA 93101	
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 _____ is entered into by and between COUNTY OF SANTA BARBARA (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-C20 ("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 SANTA BARBARA 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 \$556,119.99 (five hundred fifty-six thousand one hundred ninety-nine dollars and ninety-nine cents) as shown in Exhibit D for the Term of this AGREEMENT.
5. **Delivery.** All materials, services, and/or deliverables required under this AGREEMENT must be completed and delivered to CalOSBA on or before December 30, 2022.
6. **Allowable Costs and Fees.** Allowable costs and fees eligible for reimbursement to the RECIPIENT for performance of this AGREEMENT must be in accordance with the Program Announcement and budget outlined in the AGREEMENT, including the attached exhibits.
7. **Third-party contracts.** RECIPIENT acknowledges that additional third-party contracts in which RECIPIENT seeks to enter, beyond the scope of the original approved budget, must be approved in writing by CalOSBA prior to execution.
8. **Knowledge and expertise.** RECIPIENT represents that it is knowledgeable in its field and that any services performed/and or managed by RECIPIENT will be performed in compliance with this AGREEMENT and any attachments thereto.
9. **Performance.** RECIPIENT acknowledges that failure to comply with this AGREEMENT may affect future funding opportunities from CalOSBA.
10. **Definitions**
 - A. “County” means one of the 58 California county jurisdictions.

“Qualified microbusiness” means an entity that meets and self-certifies, under penalty of perjury, all of the following criteria:

 - i. Prior to December 31, 2019, the microbusiness began its operation and was legally operating since that time, including being registered with the California Secretary of State, if required.
 - ii. The microbusiness is currently active and operating, or has a clear plan to reopen

when the state permits reopening of the business.

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

ii. Grantees: Qualified microbusiness.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

mean calendar days.

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

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

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

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

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

Exhibit A – California Office of the Small Business Advocate Logo



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

END EXHIBIT A

Exhibit B – Scope of Work and Performance Metrics

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

PROPOSAL**SECTION I: Applicant Information**

Legal Name of Applicant:	County of Santa Barbara
DBA (if applicable):	N/A
Employer/ Taxpayer Identification Number:	95-6002883
Organizational DUNS (if available):	01-071-8658
Mailing Address (and physical address if it is different):	County Executive Office
Street 1:	105 East Anapamu
Street 2:	Floor 4
City:	Santa Barbara
County:	Santa Barbara
State:	CA
Zip Code:	93101
Name and Contact Information of person to be contacted regarding this application:	
First and Last Name:	Jasmine McGinty
Title:	Principal Analyst
Telephone Number:	805-448-4028
Email:	jmcginty@countyofsb.org
Website:	https://www.countyofsb.org/

DocuSigned by:



798856073DBE4A0...

Signature of Contact (E-signature is acceptable)

11/30/21

Date

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

COUNTY OF SANTA BARBARA

California Microbusiness COVID-19 Relief Grant Program

Office of the Small Business Advocate

Governor's Office of Business and Economic
Development

November 30, 2021



SECTION II: Narrative

1. Applicant Experience/Past Performance:

Santa Barbara Foundation (SBF), a nonprofit organization, represents that it has the skills, expertise, and experience necessary to perform the duties required to administer the Microbusiness COVID-19 Relief Grant Program (MBCRG). The County of Santa Barbara (County) wishes to engage the fiscal agent to assist the County to provide services to serve qualifying microbusinesses of the County and award grants to eligible microbusinesses.

As Santa Barbara County's community foundation since 1928, SBF's goal has always been, and will always be to enhance the lives of the people who call Santa Barbara County home. SBF knows where there are issues that are affecting people and where there are gaps in services provided. SBF mobilizes our county's best resources – our people, our knowledge, and our desire for positive change and improvements. During times of disaster, philanthropy plays a critical role in meeting the needs of those affected. Community foundations are uniquely positioned to play a philanthropic, convening and leadership role in disaster response. Based on the community needs during COVID-19, financial assistance has allowed impacted local small businesses experiencing economic distress and sudden loss of revenue to access grant funding through the Foundation.

As Santa Barbara County faced the COVID-19 crisis beginning in March 2020, our communities needed SBF's support more than ever. SBF activated a small business assistance grant program to help businesses to adapt in the face of a disaster causing them financial stress. An Advisory Committee was formed to develop the guidelines, eligibility criteria, application form, performance requirements and disbursements from the relief fund for small businesses. The Advisory Committee consisted of local experts, corporate members, donors and Foundation staff with knowledge and insight of local small business activity and economic development efforts.

The process, end-to-end, was intended to facilitate rapid deployment of capital to locally owned small businesses in need of financial assistance to reopen or continue to operate as allowed under governmental order. The Foundation worked with partners, local municipalities, private donors, and local government agencies to secure funds.

In partnership with a local corporation in Santa Barbara County, Deckers Brand, and local municipalities, the Santa Barbara Better Together (SBBT) Fund was created as a committee-advised field of interest fund at SBF to support our local businesses during COVID-19. Through the SBBT Fund, the Foundation granted over \$1 million to 132 small businesses in Carpinteria, Goleta, Santa Barbara, Santa Maria, and Unincorporated Areas of Santa Barbara County. Grants were utilized to support the cost of re-opening, rent and other expenses impacting small businesses. In addition, SBF created the Elaine Stepanek Foundation Restaurant Fund, a committee advised fund at SBF, provided financial assistance grants to small, independently owned dine-in restaurants in the City of Santa Barbara and the Santa Ynez Valley. This fund distributed grants to 71 restaurants totaling \$500,000.

Currently SBF is the subrecipient of Community Development Block Grant (CDBG) Program in partnership with the County of Santa Barbara and is administering the Emergency Business Assistance Program totaling \$800,000 in grant funding for Microbusinesses and Small Businesses in Santa Barbara County. Through this program SBF has effectively provided support to underserved small business groups and disadvantaged socio-economic communities including limited English speaking.

Through their grant management experience, program marketing and outreach is facilitated with fair access and transparency. The grant programs previously administered by the Santa Barbara Foundation have not rely solely on web-based marketing and outreach. Outreach is always

comprehensive with targeted communication to minority-held businesses and those in minority or underserved/underinvested neighborhoods.

2. Proposed Program Design & Implementation:

SBF's business grant programs are designed to provide a framework to support microbusinesses in Santa Barbara County during times of need. Grants awarded through the small business assistance grant programs are intended to combat community deterioration. The assistance supports basic needs of these businesses to enable them to continue operations in the short term while they are suffering from a disaster. Guidelines have been developed based on information provided in IRS Publication 3833: Disaster Relief: Providing Assistance Through Charitable Organizations. Reasons for assistance for small businesses may include the following, and must be documented:

- The limitation of business operations due to the disaster that is causing financial stress for individual business ownership that didn't exist before the disaster.
- Assistance to communities or populations that are underinvested. This may be to minority owned businesses, or communities that have received a designation related to community deterioration, i.e. Opportunity Zones, census tracts eligible for New Market Tax Credits, state and federal emergency declarations, etc.
- Documentation that business has had to limit operations due to public health crisis and has experienced significant financial stress.

Using IRS Publication 3833 as a resource, the following guidelines and procedures are followed:

- Document the nature of the curtailed business operations that are causing "financial need or otherwise distressed" business owners

- For financial need: Focus on minority-held businesses, or those in minority or underserved/underinvested communities or neighborhoods
- For otherwise distressed: Focus on businesses that can easily document how their operations are reduced or lost due to disaster/crisis
- To “combat community deterioration,” follow the above criteria for areas likely to feel the impact sooner (i.e. underserved/underinvested communities)
- Related to lessening “the burdens of government,” follow the criteria above and focus on gaps between disaster-related public support and actual needs

The Microbusiness COVID-19 Relief Grant Program (MBCRG) fits within the Foundation's framework for providing grants to businesses in Santa Barbara County, making the Foundation ideally suited to administer these funds.

Eligibility Requirements

Businesses will be eligible to apply for a one-time grant if they meet the criteria and guidelines of the Microbusiness COVID-19 Relief Grant Program (MBCRG). The Microbusiness COVID-19 Relief Grant Program (MBCRG) is intended 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. Hardest hit are those microbusinesses that are in geographically dispersed industries severely impacted by COVID-19 health and safety orders. Proper documentation must be provided with the application to show that the businesses meet requirements. The application will also request, but not mandate, that each microbusiness applying for a grant to self-identify the race, gender, and ethnicity of its owner.

A microbusiness must satisfy the following criteria to be eligible to receive a grant:

- Must meet the definition of an eligible microbusiness.
- 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.
- 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

Use of funds will reflect the unique characteristics of the Microbusiness COVID-19 Relief Grant Program guidelines. Businesses must provide a description of how they will spend the funds in their application, and they will have to provide receipts and documentation for audit purposes. A microbusiness owner who is a recipient of a grant pursuant to this Program will need to self-certify that grant funds will be used for one or more of the following eligible uses:

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

- 5) 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.

Selection Criteria

- Grants will be made on a first come-first served until all funds are exhausted.
- Applications will be reviewed for completeness and compliance with the grant program guidelines.
- All applicants will have to self-certify that they are promoting the best interests of the community and are negatively impacted by a disaster.
- Grants will be awarded on a rolling basis.

Program Application and Program Management

The Santa Barbara Foundation will implement the program and make application forms available to businesses from as early as January 21, 2022 and must be dispersed by November 30, 2022. Final Application deadline for microbusinesses to be determined. Funding is limited, and applications will be reviewed and processed as received in a completed form, on a first come first served basis. Complete applications may be submitted to the Santa Barbara Foundation via online portal or via mail to (or as otherwise directed by Santa Barbara Foundation to ensure both electronic and non-electronic means and to ensure reasonable accommodations):

Santa Barbara Foundation
RE: MICROBUSINESS COVID-19 RELIEF GRANT PROGRAM
1111 Chapala Street, No. 200
Santa Barbara, CA 93101

Submission of an application does not guarantee a grant award. As noted, Applications will be reviewed for completeness before accepted, and compliance with program requirements.

Applications will be assessed through a first come, first served process. If an application is deemed incomplete or requires additional detail, applicants will be notified via email, postal mail or phone call and be provided two weeks to submit all additional information required. The application will not be considered received until it is deemed complete by Santa Barbara Foundation.

Award/Denial Process

Upon approval of a program application, eligible businesses selected for award will execute a grant agreement with the Santa Barbara Foundation. Payments will be made directly to the owners of eligible, qualifying microbusinesses in accordance with the Program guidelines. SBF will provide technical assistance when applicants submit application to ensure applications are complete and supporting documentation is provided. If SBF denies an application, it will prepare and send a letter to the applicant indicating the reason(s) for denial. SBF will work to ensure that businesses located throughout greater Santa Barbara County have an opportunity to benefit from the MBCRG program and will take measure to market and distribute MBCRG grant funds.

Oversight and Reporting

Businesses assisted through the MBCRG Program will track and report on the results and expenditures of the grant no later than 60 days after the grant award date. Businesses to maintain books and records adequate to demonstrate that it maintained the grant funds in a separate fund dedicated to the purpose for which the grant is made, and to maintain records of expenditures adequate to identify the purposes for which, and manner in which, grant funds have been expended. Also, business must maintain such files and records for a period of at least four years after completion or termination of the grant award period.

SBF will design verification processes and self-certifications to help ensure microbusiness eligibility and equitable distribution and limit the misuse of state funds. A self-attestation/self-

certification will be required under penalty of perjury that the grant funds will be used for one or more eligible uses as defined in the grant program guidelines.

Grantmaking Process

1. Advisory Committee: Convene local experts and SBF staff to determine the requirements, amount of initial funding and the timeline of the application process.
2. Post and Promote Grant Opportunity: SBF will provide technical assistance and host application on its grant portal for enhanced efficiency. SBF staff and its partners will widely circulate the application to ensure equal access to the funding opportunity.
3. Submission of Grant Request: Applicants will apply through SBF's grant portal or mail.
4. Staff Review: SBF staff will vet the applications and utilize a rubric to score the applications based on eligibility. SBF staff will bring vetted applications to the advisory committee for review.
5. Advisory Committee Review: The advisory committee will review the vetted applications and make funding recommendations.
6. Finalize Funding Decision: The Advisory Committee along with SBF staff will approve the funding recommendations.
7. Notify Applicants: SBF staff will provide notification of the award and will work with grantees to review grant agreements and reporting requirements.
8. Grant Execution: SBF staff will manage the grant execution process.
9. Reporting: Grantees will submit a report to SBF with information on how funds were utilized and the impact that they had on sustaining and evolving their business operations.

Marketing and Outreach Plan

The Economic Development Collaborative (EDC) will create digital marketing materials to support the County of Santa Barbara and Santa Barbara Foundation's advertising of the California Microbusiness COVID-19 Relief Grant Program. This includes the creation of:

- 8.5x11 flyer announcing the program
- 8.5x11 flyer with details of the program
- Constant Contact sized flyer announcing the program for ease of partner sharing
- Constant Contact sized flyer with details of the program for ease of partner sharing
- Static social media images announcing: the upcoming program, the application opening, and a reminder of the application closing.

All materials will be produced in English and Spanish. The EDC will help promote the grant program through existing channels including: our County of Santa Barbara small business email list, social media channels (Facebook, Instagram, Twitter, and LinkedIn), small business advisors, and local partners.

3. Strategic Partnership Plan

Effective partnerships are essential for advancing equity to achieve the Microbusiness COVID-19 Relief Grant Program targets and desired outcomes. In the nonprofit sector, there are many opportunities for partnerships. It is essential to build relationships and create mutually beneficial partnerships. One of the best ways to achieve the Microbusiness COVID-19 Relief Grant Program outcomes is collaborating with other professionals to offer more to support the microbusinesses that will be benefiting from the grant program. SBF plans to partner with local partners such as the Economic Development Collaborative (EDC), Santa Maria Valley Chamber, Santa Barbara South Coast Chamber, and other Chambers in the Santa Barbara County to help solicit applications for the COVID-19 Micro Business Grant Program.

A) As noted above, EDC will be developing and producing all marketing materials in English and Spanish. EDC will help promote the grant program through existing channels including: their County of Santa Barbara small business email list, small business advisors, and local partners. EDC will provide one-on-one business consulting through our Small Business Development Center (SBDC) to grant applicants, at no-cost to the business, County of Santa Barbara, or the Santa Barbara Foundation. EDC has over 50 professional advisors in various fields that are ready to support the region's small business community.

Similarly, the Chambers coordinating with other Chambers in the County and their stakeholders, will conduct a grass root outreach effort to generate adequate numbers of qualified applications to ensure that the program funding is fully deployed. They will work with partners including existing chamber member businesses, banking partners, entrepreneurial support partners, and city partners to identify micro businesses in all Santa Barbara County communities who fit the criteria and then will provide technical support to these businesses in completing the application process. Through these partnerships SBF will be able to disburse grants in an equitable and fair manner to ensure distribution across the County, to ensure COVID-19 impacted businesses, disadvantaged communities, and underserved small business groups can easily apply. These grassroots outreach efforts will reduce implementation costs because the partners will work to identify qualified businesses.

B) SBF and the County will work closely with the Chambers and EDC to better reach underserved small business groups, including non-English speaking businesses. Technical assistance will be provided in both English and Spanish, and all marketing materials produced will also be provided in both languages. The Chambers, coordinating with the other Chambers in the County and their stakeholders, will conduct a grass root outreach effort to generate adequate numbers

of qualified applications to ensure that the program funding is fully deployed including outreach to underserved businesses. The Chambers will work with chamber member businesses, banking partners, entrepreneurial support partners, and city partners to identify micro businesses in all Santa Barbara County communities who fit the criteria and then will provide technical support to these businesses in completing the application process. Elements of the marketing and outreach plan include referrals from supporting organization where Chambers will consult with businesses that are likely to provide supporting services to this target community, including banks, bookkeepers specializing in small businesses, telecommunication services, etc. to identify potential candidates; direct outreach where Chamber staff will directly contact referred businesses to determine their eligibility and interest in participating in the program, technical assistance, where Chamber staff (or identified partners like SCORE, etc.) will work with the candidates to ensure their applications are complete and submitted, and other Chamber collaboration. In particular, Chambers will coordinate with organizations that represent or connect with underserved communities to identify potential recipients from within these communities. Examples of the types of connecting organizations/leaders we will engage with in this effort are groups like CAUSE or WEV, and community leaders such as individual elected officials who maintain close relationships with these particular elements of our communities.

4. Program Implementation Schedule

The Foundation's goal is to provide a streamlined process that will enable the distribution of resources in a timely manner to support microbusinesses in maintaining operations during recovery of COVID-19 impact, while simultaneously ensuring that all requirements of due diligence are achieved. SBF will conduct the following tasks, which are further detailed in

grant application:

Task 1- Develop Grant Program (December 2021 – January 14, 2022): Develop grant program guidelines and application through online grants portal. Work with partners to develop marketing outreach materials. Develop landing webpage for grant program materials and information.

Task 2- Pre-Implementation Tasks (January 17 – February 4, 2022): Conduct meetings with partners to discuss implementation marketing and outreach plan. Schedule technical assistance trainings with partners. Distribute marketing materials to partners in preparation to grant program launch date to ensure equal access to the funding opportunity.

Task 3- Grant Program Implementation (February 7- March 31, 2022): Grant program will launch and available to qualifying microbusinesses via online grants portal and via printed applications to be mailed or picked up. Grant portal will be open, and applications will be available February 7 through March 31, 2022.

Task 4- Evaluate Grant Program (February 7- March 25, 2022): Applications will be collected, and grant program will be evaluated based on applications received.

Task 5- Re-open Grant Program, if necessary (March 30, 2022): Grant program will re-opened if need. Decision will be made based on number of applications received.

Task 6- Application Review Process (April 25- June 17, 2022): SBF staff will vet the applications and utilize a rubric to score the applications based on eligibility. SBF staff will bring vetted applications to the advisory committee for review. Advisory committee will review the vetted applications and make funding recommendations.

Task 7- Finalize Funding Decision (June 20- June 30): The Advisory committee along with SBF staff will approve the funding recommendations. SBF staff will provide notification of the award and will work with grantees to review grant agreements and reporting requirements.

Task 8- Distribution of Funds (July 1-July 30): Payments will be made directly to the owners of eligible, qualifying microbusinesses in accordance with the grant program guidelines.

Task 9- Microbusiness Reporting (August 1-September 30): Grantees will submit a report to SBF with information on how funds were utilized and the impact that they had on sustaining and evolving their business operations.

Task 10- Grant Program Completed (October 31, 2022): All funding has been distributed to qualifying microbusinesses.

5. **Program Management/Staffing Plan:** The staffing plan provides a presentation and justification of all staff required to implement the grant program.

Staff Name	Position Title	Experience Qualifications
Todd Yuba	Vice President, Finance and Administration	Todd oversees the Santa Barbara Foundations teams responsible for accounting, investments, operations, and human resources. He currently oversees the financial aspect of the Community Development Block Grant (CDBG) Program in partnership with the County of Santa Barbara and is administering the distributions from the EBAP.
Jessica Sanchez	Director of Donor Relations	Jessica leads the Santa Barbara Foundations donor relations team. She is responsible for developing and implementing the small business grant programs. She also assists with administering the grant programs and distributing grants to qualifying businesses.
Andi Garcia	Grant Coordinator	Andi Garcia is the grant coordinator for the Emergency Business Assistance program. She administers the grant program and application. She also provides technical support to small and micro businesses.

6. **Budget and Financial Management Systems**

A) **Staff Implementation: Personnel Salaries + Benefits Salary – Total: \$72,923**

- Grant Coordinator oversees the program and will spend 100% of their time administering program and providing technical assistance. Salary \$62,000.

- Director of Donor Relations is responsible for developing and implementing grant programs. She also assists with administering the grant programs and distributing grants to qualifying businesses. Salary \$6,923.
- Donor Services Administrative Assistant is responsible for creating recipient records in database, processing grant award distributions, and mailing grant awards. Salary \$4,000.

Program Related Technology, Tools, Supplies & Materials – Total: \$1,500

- IT services to implement grant program and develop application via grants portal.

Marketing & Outreach Expenses – Total: \$8,800

- Communications officer will develop digital advertising and media support. Will also work on printing materials for program. Salary \$5,000 plus printing materials and digital advertising \$3,800.

Other/Contractual Expenses – Total: \$28,000

- Local Partners will spend 100% of their time providing marketing and outreach support and developing marketing materials. Partners will conduct a grass root outreach effort to generate adequate numbers of qualified applications to ensure that the program funding is fully deployed. They will work with partners including existing chamber member businesses, banking partners, entrepreneurial support partners, and city partners to identify micro businesses in all Santa Barbara County communities who fit the criteria and then will provide technical support to these businesses in completing the application process.
- Technical assistance/ Marketing and Outreach:
 - South Coast Chamber of Commerce- \$8,500.00
 - Santa Maria Valley Chamber of Commerce- \$11,500.00
 - Lompoc Valley Chamber of Commerce- \$3,000.00
 - Economic Development Collaborative-\$5,000.00

B) The VP, Finance and Administration oversees the day-to-day financial management activities of the organization, ensuring the accuracy of the accounting records. The VP, Finance and Administration and Grants Coordinator are responsible for monitoring the awards for the COVID-19 Microbusiness Program funds and ensuring that all costs charged to the program budgets are accurate. Grants Coordinator will be responsible for managing grant awards and is accountable for ensuring eligibility of grant usage follows grant program guidelines.

C) On November 16, 2021 the Santa Barbara County Board of Supervisors authorized the County Executive Officer, or designee, to submit a funding application in the amount of \$556,119.99, or such other allocation amount that the State of California makes available to the County of Santa Barbara, and execute all certifications, standard forms, and other related documents to the State of California Office of the Small Business Advocate for Round 1 funding from the California Micro-Business COVID-19 Relief Grant program. The Board also authorized the County Executive Officer, or designee, to execute an agreement with the Santa Barbara Foundation (“Foundation”) for administration and implementation the program in Santa Barbara County. This agreement, entitled Fiscal Agent Agreement, identifies the Santa Barbara Foundation to act as the subrecipient, or fiscal agent of the grant for program administration. The fees associated with program administration shall not exceed 20% of total allocated dollar amount to Santa Barbara County. Santa Barbara Foundation will submit actual costs on a monthly basis to the County for administrative costs only, including marketing and outreach completed by partner agencies. If the County is allocated the full dollar amount by CalOSBA, the administrative costs associated with the fiscal agreement shall not exceed 20% based on actual costs, which equates to approximately \$111,223.000.

Exhibit C – Partnership Agreements

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

**CALIFORNIA MICROBUSINESS COVID-19 RELIEF GRANT PROGRAM
FISCAL AGENT AGREEMENT**

**BETWEEN
COUNTY OF SANTA BARBARA
AND
THE SANTA BARBARA FOUNDATION**

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and The Santa Barbara Foundation with an address at 1111 Chapala Street, Suite 200, Santa Barbara, CA 93101 (hereafter FOUNDATION) wherein FOUNDATION agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, the COUNTY intends to apply for Round 1 grant funding from the California Microbusiness COVID-19 Relief Grant Program (MBCRG Program), administered by the California Office of the Small Business Advocate (CalOSBA), as a grantmaking entity and fiscal agent and designates FOUNDATION as a subgrantee in order to administer funds to small microbusinesses; and

WHEREAS, CalOSBA requires that the COUNTY include in its application a Fiscal Agent Agreement verifying a collaboration with a nonprofit to administer the California Microbusiness COVID-19 Relief Grant funds to eligible microbusinesses;

WHEREAS, if the COUNTY is awarded MBCRG Program funds, COUNTY will be required to enter into a Grantmaking Agreement with CalOSBA;

WHEREAS, the roles and responsibilities between the COUNTY and FOUNDATION are described in detail in Exhibit A;

WHEREAS, FOUNDATION represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of FOUNDATION pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. General

All services will be provided in defined areas of Santa Barbara County, as described in the Scope of Services attached hereto and incorporated herein as Exhibit A. Services will be provided under the supervision of the Executive Director, who shall ensure that the background and qualifications of the FOUNDATION's staff providing the services are appropriate for the persons being served under this program and, if applicable, meet the minimum standards established by pertinent licensing bodies.

B. Scope of Services

The FOUNDATION will be responsible for providing the services set forth in Exhibit A to this Agreement in a manner satisfactory to the COUNTY and consistent with all state and federal requirements and standards required as a condition of providing these Funds.

C. Eligible Costs

Only costs incurred to administer the services delineated in Exhibit A Scope of Services are eligible for reimbursement and are included in the Budget attached hereto and incorporated as Exhibit B. All of the services shall be performed by FOUNDATION or under FOUNDATION's supervision. FOUNDATION represents that it possesses the professional and technical personnel required to perform the services required by this Agreement. FOUNDATION and its contractors and subcontractors shall perform all services in a manner commensurate with their own usual and customary standards and with the reasonable and ordinary level of care provided by others performing similar or like work.

All services shall be performed by qualified and experienced personnel who are not employed by COUNTY. FOUNDATION represents and warrants that the services to be performed will conform to the requirements of this Agreement; all applicable federal, state and local laws; and the highest professional standards.

FOUNDATION represents and warrants to COUNTY that it and its contractors and subcontractors have, shall obtain, and shall keep in full force and effect during the term hereof, at their sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required of FOUNDATION to practice their professions.

D. Performance Monitoring

The COUNTY will monitor the performance of the FOUNDATION against goals and performance standards set forth in the Scope of Service (Exhibit A). FOUNDATION's substandard performance as determined by the COUNTY will constitute FOUNDATION's noncompliance with this Agreement. If action to correct such substandard performance is not taken by the FOUNDATION within seven (7) days after being notified by the COUNTY, contract suspension or termination procedures will be initiated pursuant to Section VI.E

E. Changes

Any changes to this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement executed by COUNTY and FOUNDATION. COUNTY and FOUNDATION may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and signed by a duly authorized representative of each party. Such amendments shall not invalidate any parts of this Agreement that are not changed by the amendment, nor relieve or release COUNTY or FOUNDATION from its obligations under this Agreement that are not changed by the amendment. FOUNDATION agrees to not unreasonably withhold its approval of any amendments proposed by COUNTY that are necessary in order to conform with federal, state or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies and available funding amounts.

FOUNDATION acknowledges that further amendment(s) to this Agreement may be necessary in order to conform with the Grantmaking Agreement, federal, state or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies and available funding amounts. In the event that COUNTY determines, in its sole and absolute discretion, that such amendment(s) is/are necessary, it shall give written notice of such determination to FOUNDATION. FOUNDATION agrees to negotiate in good faith with COUNTY regarding such changes. Any such changes shall be mutually agreed upon and shall be made Amendment in the manner described in the paragraph above. In the event that the parties cannot reach mutual agreement, this Agreement may be terminated by COUNTY upon written notice.

F. COUNTY Recognition

FOUNDATION shall ensure recognition of the role of the COUNTY in providing MBCRG Program Funds through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the FOUNDATION shall include a reference to the support provided herein in all publications made possible with MBCRG Program Funds made available under this Agreement.

II. TERM

FOUNDATION shall commence performance on the date that the Grantmaking Agreement is executed by CalOSBA and end performance upon completion, but no later than November 30, 2022 unless otherwise directed by COUNTY or unless earlier terminated. In the event that the County is not awarded Round 1 MBCRG Program funds, this agreement shall terminate and have no further effect.

All work to be performed hereunder and set out in the Scope of Services shall be completed, and all eligible expenses as authorized in Exhibit B Budget have been incurred, by the expiration date. However, FOUNDATION's obligations to complete the Scope of Services shall survive the expiration of the term of this Agreement.

III. BUDGET

The budget provided by FOUNDATION to COUNTY for the performance of the Scope of Service is delineated in Exhibit B to this Agreement. COUNTY may require a more detailed budget breakdown than the one contained herein, and the FOUNDATION shall provide such supplementary budget information within one (1) week of COUNTY'S request for a more detailed budget breakdown in the form and content prescribed by COUNTY. Any amendments to the budget must be approved in accordance with Section I.E.

FOUNDATION represents that the budget includes only allowable costs and an accurate analysis of costs acceptable under the MBCRG Program Program pursuant to the Regulations, including but not limited to, Article 9 of Chapter 1.6 of Part 2 of Division 3 of Title 2 of the California Government Code (Cal. Gov. Code 12100.90 *et seq.*), regulations adopted thereunder, the Round 1 Request for Proposals, the application and assurances therein, the Grantmaking Agreement awarding funds to COUNTY, and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and all Subparts and Appendices, as

applicable. These items shall be in sufficient detail to provide a sound basis for the COUNTY to effectively monitor FOUNDATION performance under the Agreement, provided that the total dollar amount does not increase.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the COUNTY under this Agreement shall not exceed the amount delineated in Exhibit B. Drawdowns for the payment of eligible expenses shall be made in accordance with the line item budgets specified in Exhibit B hereto. COUNTY may require a more detailed budget breakdown than the one contained herein, and the FOUNDATION shall provide such supplementary budget information within one (1) week of COUNTY'S request for a more detailed budget breakdown in the form and content prescribed by COUNTY.

Invoicing shall be made on a monthly basis. Upon receipt of an acceptable invoice, COUNTY shall review the claim and when approved, make payment. Payments may be contingent upon certification of the FOUNDATION's financial management system in accordance with the standards specified in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

COUNTY has no obligation to provide MBCRG Program Funds under this Agreement if for any reason there is not funding available from CalOSBA to pass through to FOUNDATION or if the Agreement is terminated or suspended.

Invoices will be due 15 days following the end of each month.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via U.S. Mail (postage prepaid), commercial courier, or personal delivery. Notices may be delivered by facsimile or other electronic means if the party to be noticed agrees to delivery by these means and if that delivery is followed by delivery via U.S. Mail (postage prepaid), commercial courier, or personal delivery the next business day. Any notice sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

COUNTY

Jasmine McGinty
County of Santa Barbara Executive Office
105 East Anapamu
Santa Barbara, CA 93101
Fax: (805) 568-3414

FOUNDATION

THE SANTA BARBARA FOUNDATION
ATTN: Jackie Carrera, President and CEO
1111 Chapala St., Suite 200
Santa Barbara, CA 93101
Phone: 805-963-1873
Fax: 805-966-2345

VI. GENERAL CONDITIONS

A. General Compliance

The FOUNDATION agrees to comply with the requirements of the State MBCRG Program, including but not limited to Article 9 of Chapter 1.6 of Part 2 of Division 3 of Title 2 of the California Government Code (Cal. Gov. Code 12100.90 *et seq.*), regulations adopted thereunder, the Round 1 Request for Proposals, the application and assurances therein, the Grantmaking Agreement awarding funds to COUNTY, and all other applicable Federal, state and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices and policies governing the MBCRG Program now and as they may be amended from time to time. The judgment of any court of competent jurisdiction, or the admission of the FOUNDATION in any action or proceeding against FOUNDATION, whether the COUNTY is a party thereto or not, that FOUNDATION has violated any such law, regulation, ordinance or order, shall be conclusive of that fact as between FOUNDATION and COUNTY.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The FOUNDATION shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. COUNTY shall not be responsible for paying any taxes on FOUNDATION'S behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, FOUNDATION agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and workers' compensation Insurance. In addition, FOUNDATION understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

C. Insurance and Indemnification

The FOUNDATION shall comply with the insurance and indemnification provisions set forth in Exhibit C "Standard Indemnification and Insurance Provisions" attached hereto and incorporated herein.

D. Workers' Compensation

The FOUNDATION shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement as set forth in Exhibit C "Standard Indemnification and Insurance Provisions" attached hereto and incorporated herein.

E. Suspension or Termination

In accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, COUNTY may suspend or terminate this Agreement if FOUNDATION materially fails to comply with the terms of CalOSBA's award to COUNTY, including, but not limited to, the grant agreement,

assurances in an application, or a notice of award or any terms of the Agreement, which include but are not limited to, the following:

- Failure to comply with any of the laws, rules, regulations, ordinances, provisions, orders, guidelines, policies, circulars, bulletins, notices or directives referred to herein, or as may become applicable at any time;
- Failure, for any reason, of FOUNDATION to fulfill its obligations under this Agreement;
- Ineffective or improper use of MBCRG Program Program funds provided under this Agreement; or
- Submittal of reports that are false or that are incorrect or incomplete in any material respect.

1. Termination by COUNTY

COUNTY may, by written notice to FOUNDATION, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of FOUNDATION to fulfill the obligations herein.

- a. **For Convenience.** In accordance with 2 CFR Part 200, this Agreement may be terminated for convenience by COUNTY with the consent of FOUNDATION in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- b. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify FOUNDATION of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
- c. **For Cause.** Should FOUNDATION default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, FOUNDATION shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by FOUNDATION, unless the notice directs otherwise.

2. Termination by FOUNDATION

In accordance with 2 CFR Part 200, this Agreement may be terminated by FOUNDATION, upon written notification to COUNTY, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination,

COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, COUNTY may terminate the award in its entirety under 2 CFR Part 200.

3. Upon termination, FOUNDATION shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by FOUNDATION in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit FOUNDATION to retain.
4. If CalOSBA or other state or federal agency demands reimbursement from COUNTY for COUNTY's payments to FOUNDATION due to FOUNDATION's failure to comply with the terms of CalOSBA's award to COUNTY, including, but not limited to, the grant agreement, assurances in an application, or a notice of award, any applicable term of this Agreement, or any law, regulation, ordinance, order, rule, directive, circular, bulletin, notice, guideline or policy referred to herein, or as may become applicable at any time, FOUNDATION shall fully and completely reimburse COUNTY in the total amount of such disallowed payments. This provision shall survive the termination or expiration of this Agreement.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards
The FOUNDATION agrees to comply with the Uniform Administrative requirements referenced therein, including but not limited to 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. FOUNDATION agrees to adhere to the accounting principles and procedures referenced therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles
The FOUNDATION agrees to comply with applicable cost principles, which principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
3. Program Income
The use of program income by FOUNDATION shall comply with MBCRG Program requirements. Additionally, upon expiration of this Agreement, the FOUNDATION shall remit to the COUNTY all MBCRG Program Funds on hand at the time of expiration, any accounts receivable attributable to the use of MBCRG Program Funds, and all program income balances held by FOUNDATION, with the exception of those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs. The reversion of any project related assets shall comply with 2 CFR Part 200 as applicable.

4. Indirect Costs

If indirect costs are charged, the FOUNDATION shall develop an indirect cost allocation plan for determining the appropriate FOUNDATION's share of administrative costs and shall submit such plan to the COUNTY for approval, in a form specified by the COUNTY.

5. Procurement

a. Compliance

The FOUNDATION shall comply with current COUNTY policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the COUNTY upon termination of this Agreement. The FOUNDATION shall comply with the procurement requirements in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b. Federal Requirements

Unless excepted, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, set forth in 2 CFR part 200, Subpart D shall apply.

6. Travel

The FOUNDATION shall obtain written approval from the COUNTY for any travel outside the metropolitan area with funds provided under this Agreement.

7. Administrative Requirements

The FOUNDATION also agrees to comply with all applicable uniform administrative requirements set forth in (a) the State MBCRG Program, including but not limited to Article 9 of Chapter 1.6 of Part 2 of Division 3 of Title 2 of the California Government Code (Cal. Gov. Code 12100.90 *et seq.*), regulations adopted thereunder, the Round 1 Request for Proposals, the application and assurances therein, the Grantmaking Agreement awarding funds to COUNTY, and all other applicable Federal, state and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices and policies governing the MBCRG Program now and as they may be amended from time to time; and (b) in the provisions contained in the Federal Office of Management and Budget Circular 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Funds received by FOUNDATION from COUNTY pursuant to this Agreement shall be maintained in an account in a banking or savings and loan institution separate and apart from any other funds of FOUNDATION or of any principal or member of FOUNDATION in an account in a banking or savings and loan institution. No costs shall be invoiced or billed except for expenditures authorized in the budget contained within this Agreement and Exhibit B. The itemized costs shall be of sufficient detail to provide a sound basis for the COUNTY to effectively monitor costs under this Agreement.

B. Documentation and Record Keeping

1. Records to be Maintained

The FOUNDATION shall maintain all records required by the State and Federal regulations specified by COUNTY's ordinances or policies that are pertinent to the services to be provided or activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities;
- c. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with MBCRG Program assistance;
- d. Records documenting compliance with the fair housing and equal opportunity components of the MBCRG Program;
- e. Financial records as required by the MBCRG Program; and
- f. Other records as required to document compliance with the MBCRG Program .

2. Retention

The FOUNDATION shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of at least four (4) years. The retention period begins on the date the term of this Agreement expires or is terminated. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records and that have started before the expiration of the four-year period, then all records must be retained until completion of the actions and final resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Ownership of Documents

Each and every report, draft, map, record, plan, document and other writing produced (hereinafter "Documents"), prepared or caused to be prepared by FOUNDATION, its officers, employees, agents, representatives, contractors and subcontractors in the course of performing this Agreement, shall be and become the exclusive property of COUNTY, and COUNTY shall have the sole right to use such materials in its sole discretion without further compensation to FOUNDATION or any other party. FOUNDATION shall, at FOUNDATION's own expense, provide such Documents to COUNTY upon COUNTY'S written request.

4. Disclosure

The FOUNDATION understands that client information collected under this Agreement is private and the use or disclosure of such information, when not

directly connected with the administration of the COUNTY's or FOUNDATION's responsibilities with respect to the Scope of Work provided under this Agreement, may be prohibited under state or federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The FOUNDATION also agrees to comply with all grant closeout procedures set forth in the MBCRG Program and all applicable requirements set forth in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The FOUNDATION's obligations to the COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the COUNTY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the FOUNDATION has control over MBCRG Program funds, including program income.

6. Audits & Inspections

All FOUNDATION records with respect to any matters covered by this Agreement shall be made available to COUNTY, CalOSBA, the State of California,, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make copies, excerpts or transcripts of all relevant data. Any deficiencies, audit findings, or required corrective actions noted in audit reports must be fully cleared by the FOUNDATION within 30 days after receipt by FOUNDATION unless a longer time period is agreed upon in writing by the COUNTY. FOUNDATION hereby agrees to have an annual program-specific audit conducted by a certified public accounting firm in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and current COUNTY policy and requirements concerning audits.

If this Agreement exceeds ten thousand dollars (\$10,000.00), FOUNDATION shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under this Agreement (Cal. Govt. Code Section 8546.7). FOUNDATION shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, FOUNDATION shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon

notification from COUNTY, FOUNDATION shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

7. Access to Records

The FOUNDATION shall furnish and cause each of its own contractors and subcontractors to furnish all information and reports required hereunder and will permit access to books, records and accounts by the COUNTY, CalOSBA or other authorized officials or their agents, to ascertain compliance with the laws, rules, regulations, executive orders, ordinances, resolutions, guidelines, policies, directives, standards and provisions stated in this Agreement or the MBCRG Program.

Notwithstanding the above, Subrecipient must retain in its records, and make available to the County, State, or other state or federal agency, all applications and documentation collected from applicants, Subrecipient's underwriting analysis to determine business feasibility and eligibility, etc. and other documentation in accordance with Section VII. B. of this Agreement. Such documents must be retained per Section VII. B. 2.

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The FOUNDATION agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606 (42 U.S.C., §§ 4601 *et seq.*, and all implementing regulations, including, but not limited to, those set forth in Title 24 C.F.R. Part 42 and 49 C.F.R. Part 24, all as may be amended). The FOUNDATION shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606 (b)(2), i.e., persons that are displaced as a direct result of demolition, renovation, major rehabilitation or acquisition for a project. The FOUNDATION also agrees to comply with applicable COUNTY ordinances, resolutions and policies concerning the displacement of persons from their residences.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The FOUNDATION shall comply with Santa Barbara County Codes, Chapter 2 Administration, Article XIII. Unlawful Discrimination, County Contracts and with Title VI of the Civil Rights Act of 1964 (42 U.S.C., §§ 2000d *et seq.*), Title VIII of the Civil Rights Act of 1968 (42 U.S.C., §§ 3601 *et seq.*), Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C., §§ 5301 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C., §§ 791 *et seq.*), the Americans with Disabilities Act of 1990 (42 U.S.C., §§ 12101 *et seq.*), the Age Discrimination Act of 1975 (42 U.S.C., §§ 6101 *et seq.*), Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086, and all implementing regulations, and all as may be amended.

2. Nondiscrimination

The FOUNDATION shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCD Act are still applicable. In addition, COUNTY'S Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the Ordinance were specifically set out herein and FOUNDATION agrees to comply with said Ordinance.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C., §§ 2000d *et seq.*)(P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the FOUNDATION shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the COUNTY and the United States are beneficiaries of and entitled to enforce such covenants. The FOUNDATION, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The FOUNDATION shall comply with all Federal regulations issued pursuant to and in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against qualified individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The FOUNDATION agrees that it shall be committed to carry out an Affirmative Action Program pursuant to and in accord with President's Executive Order 11246 of September 24, 1966. The FOUNDATION shall submit to COUNTY a plan for an Affirmative Action program prior to FOUNDATION'S receipt of funds. COUNTY's acceptance of FOUNDATION'S Affirmative Action Program shall not be deemed to be or construed as FOUNDATION'S compliance with Executive Order 11246 or any other applicable Federal or state law, regulation, rule, executive order, ordinance, resolution, guideline, policy, directive, or standard.

2. Women- and Minority-Owned Businesses (MBE/WBE)

The FOUNDATION will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets

the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The FOUNDATION may rely on written representations by businesses regarding their status as minority and business enterprises in lieu of an independent investigation.

3. Access to Records

The FOUNDATION shall furnish and cause each of its own contractors and subcontractors to furnish all information and reports required hereunder and will permit access to all books, records and accounts by the COUNTY, CalOSBA or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The FOUNDATION will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by CalOSBA , advising the labor union or workers’ representative of the FOUNDATION’S commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The FOUNDATION will, in all solicitations or advertisements for employees placed by or on behalf of the FOUNDATION, state that it is an Equal Opportunity and Affirmative Action employer.

6. Contract and Subcontract Provisions

The FOUNDATION will include the provisions of Sections IX.A and IX.B, Civil Rights, and VIII.B, Affirmative Action, in every contract or subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own contractors and subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The FOUNDATION is prohibited from using MBCRG Program Funds provided herein or personnel employed in the provision of the activities set out in the Scope of Services under this Agreement for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities. The FOUNDATION agrees to comply with the Federal Labor Standards Provisions provided separately by COUNTY.

D. Conduct

1. Assignability

The FOUNDATION shall not assign or transfer any interest in this Agreement without the prior written consent of the COUNTY thereto and any attempt to so assign or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination; provided, however, that claims for money due or to become due to the FOUNDATION from the COUNTY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

2. Contracts and Subcontracts

a. Approvals

The FOUNDATION shall not enter into any contracts or subcontracts with any agency or individual in the performance of this Agreement without the written consent of the COUNTY prior to the execution of such agreement.

b. Monitoring

The FOUNDATION will monitor all contracted and subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The FOUNDATION shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any contract or subcontract executed in the performance of this Agreement.

d. Selection Process

The FOUNDATION shall undertake to insure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all contracts and subcontracts shall be forwarded to the COUNTY along with documentation concerning the selection process.

3. Hatch Act

The FOUNDATION agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of 5 U.S.C., §§ 7321 et seq. or 5 CFR Parts 733 and 734, all as may be amended.

4. Conflict of Interest

The FOUNDATION agrees to abide by the provisions of 2CFR 200.112, 2 CFR Part 200, which include (but are not limited to) the following:

- a. The FOUNDATION shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents

engaged in the award and administration of contracts supported by Federal funds.

- b. No employee, officer or agent of the FOUNDATION shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to MBCRG Program -assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the MBCRG Program -assisted activity, or with respect to the proceeds from the MBCRG Program -assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the COUNTY, the FOUNDATION, or any designated public agency.
- d. The FOUNDATION shall promptly disclose to the COUNTY, in writing, any potential conflict of interest.

5. Lobbying

The FOUNDATION hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraphs (a),(b),(c)and (d), , of this certification be included in the award documents for all awards and subawards at all tiers (including subcontracts, subgrants, contracts, and

grants under grants, loans, and cooperative agreements) and that FOUNDATION and all contractors and subcontractors shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the COUNTY and/or CalOSBA reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

COUNTY shall be the owner of the following items incidental to the Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. FOUNDATION shall not release any materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

7. Religious Activities

The FOUNDATION agrees that CBDB Funds provided under this Agreement will not be utilized for inherently religious activities, such as worship, religious instruction, or proselytization.

8. Conditions for Religious Organizations

If FOUNDATION represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization, FOUNDATION agrees that:

- a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion; and

- b. It will not discriminate against any person applying for services on the basis of religion and will not limit services or give preference to persons on the basis of religion; and
- c. It will provide no religious instruction or counseling, conduct no religious worship or religious services, engage in no religious proselytizing, and exert no other religious influence in the provision of services; and
- d. The portion of a facility used to provide services assisted in whole or in part under this Agreement shall contain no sectarian or religious symbols or decorations.

9. Federal Contracts

The FOUNDATION agrees that every person or entity that requests or receives a federal contract, grant, loan or cooperative agreement from or through a federal agency or receives or requests from a federal agency a commitment that would provide for the United States to insure or guarantee a loan, must file with that agency a written declaration and certify that he, she or it or entity that requires or receives from a person or entity referred to above, a contract or subcontract under a federal contract, a subgrant or grant under a federal grant, or a contract or subcontract to carry out any purpose for which a particular federal loan is made, or contract or subcontract under a federal cooperative agreement, is required to file a written declaration with the person or entity that received the federal contract, grant, loan or commitment to insure or guarantee a loan.

10. Drug Free Workplace

The FOUNDATION shall comply with the Federal Drug-Free Workplace Act (41 U.S.C., §§ 8101 et seq.), and shall make all good faith efforts to continue to maintain a drug-free workplace, including establishing a drug-free awareness program to inform employees about the dangers of drug abuse and the FOUNDATION's policy and penalties for drug abuse violations occurring in the workplace. In addition, FOUNDATION agrees to provide a drug-free workplace in accordance with the COUNTY's Drug Free Workplace Policy as follows:

- a. FOUNDATION will publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the FOUNDATION's workplace and will specify the actions that will be taken against employees for violation of such prohibition.
- b. FOUNDATION will establish an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace; and

- ii. The FOUNDATION's policy of maintaining a drug-free workplace; and
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. FOUNDATION will require that each employee to be engaged in the performance of the Agreement be given a copy of the statement specified in paragraph A.
- d. FOUNDATION will notify the employee that, as a condition of employment under the Agreement, the employee will:
- i. Abide by the terms of the statement specified in paragraph A; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e. FOUNDATION will notify the COUNTY in writing, within ten calendar days after receiving notice under paragraph D from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice to every grant officer or other designee on whose Agreement activity the convicted employee was working.
- f. FOUNDATION will take one of the following actions, within 30 calendar days of receiving notice under paragraph D, with respect to any employee who is so convicted:
- i. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C., §§ 701 *et seq.*), as amended; or
 - ii. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state or local health, law enforcement, or other appropriate agency.
- g. FOUNDATION agrees to make a good faith effort to maintain a drug-free workplace through implementation of paragraphs a, b, c, d, e and f above.

11. Criminal Disclosure

FOUNDATION must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR parts 180 and 2424 and 31 U.S.C. 3321.)”

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The FOUNDATION shall comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
2. Federal Water Pollution Control Act, 33 U.S.C., §§ 1251, *et seq.*, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder, all as may be amended;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as may be amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 *et seq.*), 44 CFR Parts 59 through 79, and Executive Order 11988 relating to the evaluation of flood hazards, prevention, control, and abatement of water pollution, the FOUNDATION shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The FOUNDATION agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all MBCRG Program -assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The FOUNDATION shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470 *et seq.*) as applicable and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not affect the meaning, construction or effect of the terms of this Agreement.

XIII. WAIVER

The COUNTY's failure to act with respect to a breach by the FOUNDATION shall not constitute or be construed as a waiver of COUNTY'S rights with respect to subsequent or similar breaches. Any delay or failure of the COUNTY to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision, and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

XIV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the FOUNDATION for the FOUNDATION'S use of funds received under this Agreement and it supersedes all prior and contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the FOUNDATION with respect to this Agreement. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

XV. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

XVI. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

XVII. NONEXCLUSIVE AGREEMENT

FOUNDATION understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by FOUNDATION as the COUNTY desires.

XVIII. CALIFORNIA LAW

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

XIX. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

XX. AUTHORITY

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any local, state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, FOUNDATION hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which FOUNDATION is obligated, which breach would have a material effect hereon.

XXI. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits to this Agreement, the provisions of the Agreement shall prevail over those in the Exhibits.

[Signatures on Following Page]

IN WITNESS WHEREOF, COUNTY and FOUNDATION have executed this Agreement by the respective authorized officers as set forth below to be effective on the date set form in Section II TERM of this Agreement.

ATTEST:
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

DocuSigned by:
Nancy Anderson
By: _____
F2D3531C3E7E4D2
NANCY ANDERSON
Assistant County Executive Officer
11/29/2021 | 2:26 PM PST
Date: _____

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

DocuSigned by:
Robert Geis
By: _____
D26040E2AF004BE...
Deputy Auditor-Controller

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

**FOUNDATION: THE SANTA BARBARA
FOUNDATION**

DocuSigned by:
[Signature]
By: _____
D0A627A89DD64A6...
Deputy County Counsel

DocuSigned by:
Jackie Carrera
By: _____
68D767ACD4A1461...
Jackie Carrera, President and CEO

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGEMENT

DocuSigned by:
Ray Aromatorio
By: _____
D3DB8520E16F47F...
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

MICROBUSINESS COVID-19 RELIEF GRANT PROGRAM

Introduction and Program Overview

County of Santa Barbara in partnership with Santa Barbara Foundation launch the Microbusiness COVID-19 Relief Grant Program (MBCRG) 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. Hardest hit are those microbusinesses that are in geographically dispersed industries severely impacted by COVID-19 health and safety orders.

Program Description

MICROENTERPRISE ASSISTANCE

The MBCRG Program was created to assist 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.

Eligible 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 in MBCRG Request for Proposals – Round 1, incorporated herein by this reference and available at the following link: https://cdn.calosba.ca.gov/wp-content/uploads/2021-22-MBCRG-Program-Announcement_Revised_1112021.pdf).
- 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

Microbusiness owner who is a recipient of a grant pursuant to this Program will need to self-certify that grant funds will be used for one or more of the following eligible uses:

1. The purchase of new certified equipment including, but not limited to, a cart.
2. Investment in working capital.
3. Application for, or renewal of, a local permit including, but not limited to, a permit to operate as a sidewalk vendor.
4. Payment of business debt accrued due to the COVID-19 pandemic.
5. 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.

Microenterprise Application Process

The Santa Barbara Foundation shall accept applications for a period of at least four weeks. Applicants will be required to complete an initial application, including copies of the following documents.

1. Permit or Business License if required by the local jurisdiction in which the business is located (City or County).
2. Bank Statements
3. IRS Form W-9 (Request for Taxpayer Identification Number and Certification)
4. Most recent federal income tax return for Business owner
5. Trade account
6. Documentation that the business was adversely impacted by the COVID-19 pandemic (this may include showing loss in revenue/ profit or other documentation) to the satisfaction of the County
7. A self-attestation/self-certification done under penalty of perjury that the grant funds will be used for one or more eligible uses as defined above.

The application shall also request, but not mandate, that each microbusiness applying for a grant to self-identify the race, gender, and ethnicity of its owner.

OVERSIGHT, REPORTING AND RECORDKEEPING

Businesses assisted through the MBCRG Program shall track and report on the results and expenditures of the grant no later than 60 days after the grant award date. Businesses to maintain books and records adequate to demonstrate that it maintained the grant funds in a separate fund

dedicated to the purpose for which the grant is made, and to maintain records of expenditures adequate to identify the purposes for which, and manner in which, grant funds have been expended. Also, business must maintain such files and records for a period of at least four years after completion or termination of the grant award period.

SBF will design verification processes and self-certifications to help ensure microbusiness eligibility and equitable distribution and limit the misuse of state funds. SBF will track and report funding used for administration and marketing of the program, not to exceed 20% of allocation. County and SBF will provide CalOSBA two narrative reports during and after the awards process in accordance with the following:

- Report 1: Made within 15 days of the funds awarded. This report will identify the fiscal agent and grant making entity awarded funding, the amount received outreach activities committed, and the county served.
- Report 2: Made within 120 days of the funds awarded. The second report will identify the county, the number of applications received, the number of grant awards made, the outreach and technical assistance provided and by which partner organizations, 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.

SBF shall provide the County subsequent written reports every 60 days following the second report until all funds allocated to each county have been awarded. The final report will be submitted within 15 days after program close. Components of final report will be determined by CalOSBA in the grantmaking foundation.

Program Marketing

Program marketing is initiated by the Santa Barbara Foundation and Local Chamber's in Santa Barbara County and will include a range of activities. Marketing and outreach shall facilitate fair access and transparency. The program shall not rely solely on web-based marketing and outreach.

To facilitate meaningful access to program participation for Limited English Proficiency persons, program activities will be conducted in accordance with the County's current Limited English Proficiency Plan. Outreach will be comprehensive with targeted communication to minority-held businesses and those in minority or underserved/underinvested neighborhoods.

PROGRAM APPLICATION

The Santa Barbara Foundation shall implement the program and make application forms available to businesses from as early as January 21, 2022 and must be dispersed by November 30, 2022. Final

Application deadline for microbusinesses to be determined. Funding is limited, and applications will be reviewed and processed as received in a completed form, on a first come first served basis.

Complete applications may be submitted to the Santa Barbara Foundation via online portal or via mail to (or as otherwise directed by Santa Barbara Foundation to ensure both electronic and non-electronic means and to ensure reasonable accommodations):

Santa Barbara Foundation
RE: MICROBUSINESS COVID-19 RELIEF GRANT PROGRAM
1111 Chapala Street, No. 200
Santa Barbara, CA 93101

Submission of an application does not guarantee a grant award. As noted, Applications will be reviewed for completeness before accepted, and compliance with program requirements.

Business Assistance Program Management

Santa Barbara Foundation:

- Review and either approve or deny applications for assistance in accordance with the County Subrecipient Agreement
- Collect repayment from previously approved assistance for program participants who violate program requirements in consultation with County
- Provide recommendations for policy improvements or clarifications
- Appoint a member whose responsibility it is to maintain records of all necessary documents for each business applicant

Applications will be assessed through a first come, first served process. If an application is deemed incomplete or requires additional detail, applicants will be notified via email, postal mail or phone call and be provided two weeks to submit all additional information required. The application will not be considered received until it is deemed complete by Santa Barbara Foundation

If the Santa Barbara Foundation denies an application, it shall prepare and send a letter to the applicant indicating the reason(s) for denial.

Upon approval of a program application, eligible businesses selected for award will execute a grant agreement with the Santa Barbara Foundation. The grant agreement shall, at a minimum, set forth the requirements applicable to the assisted business as described in this Agreement.

EXHIBIT B

PAYMENT ARRANGEMENTS
Periodic Compensation

County of Santa Barbara
Santa Barbara Foundation
MICROBUSINESS COVID-19
RELIEF GRANT PROGRAM



Proposed Budget

Line Item	Amount Budgeted
Microbusiness Grants	\$ 444,896 (177 total grants @ \$2,500)
Program Administration (maximum 20%)	\$111,223.99*
<ul style="list-style-type: none"> • Marketing/ Outreach 	<i>Amount not to exceed \$28,000 of total program administration costs**</i>
Total:	\$556,119.99

**Cost is an estimate based of maximum cap of 20% program administration costs. Actual costs will be due upon monthly invoicing. Amount is not to exceed dollar amount listed above (20% of allocated amount by CalOSBA. A more detailed budget will be including in final grant agreement).*

***Of the 20% administration costs, no more than \$28,000 will be used for marketing and outreach costs to be paid from SBF to local Chamber of Commerces' and Economic Development Collaborative*

- A. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Invoicing will occur on a monthly basis.
- B. Upon completion of the work detailed in **EXHIBIT A** and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or claim must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

- C. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the

CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement.

Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

Exhibit D

Program Design and Partnership

Roles and Responsibilities

Santa Barbara Foundation (SBF), a California nonprofit organization, whose address is 1111 Chapala Street, Suite 200, Santa Barbara, CA 93101.

SBF, a nonprofit organization, represents that it has the skills, expertise and all licenses and permits necessary to perform the services required to administer the Microbusiness COVID-19 Relief Grant Program (MBCRG). The County of Santa Barbara (County) wishes to engage the fiscal agent to assist the County to provide services to serve qualifying microbusinesses of the County and award grants to eligible microbusinesses.

As Santa Barbara County's community foundation since 1928, our goal has always been, and will always be to enhance the lives of the people who call Santa Barbara County home. We know where there are issues that are affecting people and where there are gaps in services provided. We also know the nonprofit organizations who are best equipped to solve these problems.

We mobilize our county's best resources – our people, our knowledge, and our desire for positive change and improvements. We evaluate every grant program and accumulate data to assess societal trends and challenges. We analyze issues to identify community challenges that burden residents every day in Santa Barbara County.

As a leader and partner, the Santa Barbara Foundation convenes people, community organizations, nonprofits, and local governments to solve our communities' most pressing issues. Our goal is to harness the intellectual and philanthropic resources available and invest in programs and partnerships that uplift our neighbors in need of support.

We identify and prioritize critical needs for strategic grantmaking requiring special focus and additional organizational resources. We monitor and evaluate each initiative for impact and are committed to working with direct service providers to maximize their effectiveness.

As Santa Barbara County faced the COVID-19 crisis beginning in March 2020, our communities needed us more than ever. That is why we partnered with our donors, other local funders, community organizations, nonprofits, businesses, and local governments to address our county's greatest needs.

In partnership with a local corporation in Santa Barbara County, Deckers Brand and local municipalities, the Santa Barbara Better Together (SBBT) Fund was created as a committee-advised field of interest fund at SBF to support our local businesses during COVID-19. Through the SBBT Fund, the Foundation has granted over \$1 million to 132 small businesses in Carpinteria, Goleta, Santa Barbara, Santa Maria, and Unincorporated Areas of Santa Barbara County. Grants were utilized to support the cost of re-opening, rent and other expenses impacting small businesses.

In addition, we created the Elaine Stepanek Foundation Restaurant Fund, a committee advised fund at SBF, provided financial assistance grants to small, independently-owned dine-in restaurants in the City of Santa Barbara and the Santa Ynez Valley. This fund distributed grants to 71 restaurants totaling \$500,000. Lastly, we are currently the subrecipient of Community Development Block Grant (CDBG)

Program in partnership with the County of Santa Barbara and are administering the Emergency Business Assistance Program, a *federally funded* program.

For purposes of this grant, SBF will implement the *state funded* Microbusiness COVID 19 Relief Grant program and make application forms available to businesses from as early as January 21, 2022, but no later than November 30, 2022. Funding is limited, and applications will be reviewed and processed as received in a completed form. Complete applications may be submitted to the Santa Barbara Foundation via online portal or via mail to (or as otherwise directed by Santa Barbara Foundation to ensure both electronic and non-electronic means and to ensure reasonable accommodations).

SBF's microbusiness assistance program management will consist of the following:

- Review and either approve or deny applications for assistance in accordance with the County Subrecipient/ Fiscal Agent Agreement
- Collect repayment from previously approved assistance for program participants who violate program requirements in consultation with County
- Provide recommendations for policy improvements or clarifications
- Appoint a member whose responsibility it is to maintain records of all necessary documents for each business applicant
- Reporting and Recordkeeping

If the Santa Barbara Foundation denies an application, it shall prepare and send a letter to the applicant indicating the reason(s) for denial.

Upon approval of a program application, eligible businesses selected for award will execute a grant agreement with the Santa Barbara Foundation.

MARKETING AND OUTREACH SERVICES AGREEMENT

This Agreement is entered into by and between Santa Maria Valley Chamber of Commerce, a private California nonprofit (“CONTRACTOR”), and Santa Barbara Foundation, a California nonprofit public benefit corporation (“FOUNDATION”).

RECITALS

A. The FOUNDATION has been designated by the County of Santa Barbara (COUNTY) as a subgrantee to administer funds provided to the COUNTY by California Office of the Small Business Advocate (CalOSBA) for the California Microbusiness Covid-19 Relief Grant Program (MBCRG). MBCRG program will provide grants to 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.

B. The FOUNDATION believes that it is essential to build relationships and create mutually beneficial partnerships in order to advance equity and achieve the Microbusiness COVID-19 Relief Grant Program targets and desired outcomes. The FOUNDATION seeks to collaborate with other professionals to offer more to support the microbusinesses that will be benefiting from the grant program.

C. The CONTRACTOR is committed to supporting businesses in Santa Barbara County and is willing to share information with its extensive networks and support applicants as they apply for the MBCRG program.

D. The CONTRACTOR is being engaged to conduct marketing and outreach for the MBCRG program. Marketing and outreach shall facilitate fair access and transparency. The program shall not rely solely on web-based marketing and outreach. To facilitate meaningful access to program participation for Limited English Proficiency persons, program activities will be conducted in accordance with the COUNTY’S current Limited English Proficiency Plan. Outreach will be comprehensive with targeted communication to minority-held businesses and those in minority or underserved/underinvested neighborhoods.

TERMS AND CONDITIONS

Services. Subject to the terms and conditions of this Agreement, CONTRACTOR shall provide the services described in Exhibit A attached hereto (the “Services”). CONTRACTOR may employ and supervise such agents, employees, or subcontractors as CONTRACTOR deems necessary to perform the Services.

1. Fees. FOUNDATION shall pay CONTRACTOR all fees described in Exhibit A at the times and in the manner described therein (the “Fees”). The Fees are nonrefundable.

2. Term and Termination.

a. Term. This Agreement will become effective beginning on or about December 15, 2021 and will expire on November 30, 2022, unless extended by mutual written agreement signed by both parties, or unless terminated under the terms of this section.

b. Termination for Convenience. FOUNDATION may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by FOUNDATION, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on FOUNDATION from such winding down and cessation of services.

c. Termination for Nonappropriation of Funds. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then FOUNDATION will notify CONTRACTOR of such occurrence and FOUNDATION may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, FOUNDATION shall have no obligation to make payments with regard to the remainder of the term.

d. Termination with Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, FOUNDATION may, at FOUNDATION'S sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify FOUNDATION as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.

e. By CONTRACTOR. Should FOUNDATION fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT A, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by FOUNDATION within thirty (30) days of written notice to FOUNDATION of such late payment.

3. Waivers. The failure of either party to exercise any of its rights under this Agreement is not a waiver of such rights or of any other rights.

4. No Assignment; Successors. Neither party may assign its rights, duties, obligations, or liabilities under this Agreement without the prior written consent of the other party. Subject to the previous sentence, each party's rights, obligations, and liabilities under this

Agreement bind and inure to the benefit of such party's successors and assigns. Nothing in this section limits or restricts CONTRACTOR'S right to contract with one or more third parties for the performance of the Services.

5. Records to be Maintained

The CONTRACTOR shall maintain all records required by the State and Federal regulations specified by COUNTY's ordinances or policies that are pertinent to the services to be provided or activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities;
- c. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with MBCRG Program assistance;
- d. Records documenting compliance with the fair housing and equal opportunity components of the MBCRG Program;
- e. Financial records as required by the MBCRG Program; and
- f. Other records as required to document compliance with the MBCRG Program .

6. Retention

The CONTRACTOR shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of at least four (4) years. The retention period begins on the date the term of this Agreement expires or is terminated. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records and that have started before the expiration of the four-year period, then all records must be retained until completion of the actions and final resolution of all issues, or the expiration of the four-year period, whichever occurs later.

7. Disclosure

The CONTRACTOR understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the COUNTY's, FOUNDATION's, OR CONTRACTOR's responsibilities with respect to the Scope of Work provided under this Agreement, may be prohibited under

state or federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

8. Audits & Inspections

All CONTRACTOR Records with respect to any matters covered by this Agreement shall be made available to FOUNDATION, COUNTY, CalOSBA, the State of California,, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make copies, excerpts or transcripts of all relevant data. Any deficiencies, audit findings, or required corrective actions noted in audit reports must be fully cleared by the CONTRACTOR within 30 days after receipt by CONTRACTOR unless a longer time period is agreed upon in writing by the COUNTY. CONTRACTOR hereby agrees to have an annual program-specific audit conducted by a certified public accounting firm in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and current COUNTY policy and requirements concerning audits.

If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under this Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

9. Access to Records

The CONTRACTOR shall furnish and cause each of its own contractors and subcontractors to furnish all information and reports required hereunder and will permit access to books, records and accounts by the COUNTY,

CalOSBA or other authorized officials or their agents, to ascertain compliance with the laws, rules, regulations, executive orders, ordinances, resolutions, guidelines, policies, directives, standards and provisions stated in this Agreement or the MBCRG Program.

10. Indemnification.

a. FOUNDATION.

FOUNDATION agrees to indemnify, defend, and hold harmless CONTRACTOR, its affiliates, and their respective officers, directors, employees and agents (the "CONTRACTOR Parties" and each a "CONTRACTOR Party") from and against any and all rights, claims, demands, causes of action, losses, liabilities, obligations, damages, and expenses (including reasonable attorneys' fees and expenses), whether the same be now known or unknown, anticipated or unanticipated (collectively, "Damages"), which any of the CONTRACTOR Parties may incur or be obligated to pay in any action, claim, or proceeding against them or any of them, for or by reason of any grossly negligent or willful act or omission by FOUNDATION or any of FOUNDATION officers, directors, agents, employees, or subcontractors in connection with FOUNDATION performance of any part of this Agreement or any amendment thereto. The provisions of this Section 5.a and FOUNDATION'S obligations hereunder shall survive any expiration, termination, or rescission of this Agreement. If either party becomes aware of any suit or claim against CONTRACTOR or any other CONTRACTOR'S Party covered by this Section 5.a, such party will promptly notify the other party in writing. In the event that a judgment, levy, attachment, or other seizure is entered against any CONTRACTOR Party arising from any claim covered by indemnification under this Section 5.a, FOUNDATION shall promptly post the necessary bond to prevent execution against any property of such CONTRACTOR Party.

CONTRACTOR shall comply with the insurance and indemnification provisions set forth in Exhibit B "Standard Indemnification and Insurance Provisions" attached hereto and incorporated herein.

b. CONTRACTOR.

CONTRACTOR agrees to indemnify, defend, and hold harmless FOUNDATION, its affiliates, and their respective officers, directors, employees and agents (the "FOUNDATION Parties" and each a "FOUNDATION Party") from and against any and all Damages which any of the FOUNDATION Parties may incur or be obligated to pay in any action, claim, or proceeding against them or any of them, for or by reason of any grossly negligent or willful act or omission by CONTRACTOR or any of CONTRACTOR'S officers, directors, agents, employees, or subcontractors in connection with CONTRACTOR 'S performance of any part of this Agreement or any amendment thereto. The provisions of this Section 5.b and CONTRACTOR'S obligations hereunder shall survive any expiration, termination, or rescission of this Agreement. If either party becomes aware of any suit or claim against FOUNDATION or any other FOUNDATION Party covered by this Section 5.b, such party will promptly notify the other party in writing. In the event that a judgment, levy, attachment, or other seizure is entered against any FOUNDATION'S Party arising from any claim covered by indemnification under this Section 11.b, CONTRACTOR shall promptly post the necessary bond to prevent execution against any property of such FOUNDATION Party.

11. Notice. All notices, requests, waivers, approvals, consents, demands and other communications hereunder must be in writing and will be deemed duly given when delivered personally, or after being deposited with the United States Postal Service as certified mail return receipt requested, or after being deposited for delivery with a nationally recognized overnight delivery service that tracks deliveries, with all charges, fees and first-class postage prepaid, and properly addressed, as follows:

If to FOUNDATION, at:

Jacqueline M Carrera
President and CEO
Santa Barbara Foundation
1111 Chapala Street, #200
Santa Barbara, CA 93101

If to CONTRACTOR, at:

Glenn Morris
President & CEO
Santa Maria Valley Chamber of Commerce
614 S. Broadway
Santa Maria, CA 93454

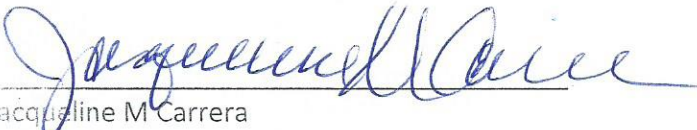
12. Governing Law. The laws of the State of California, without regard to its conflict of laws principles, govern all matters arising under or relating to this Agreement.

13. Entire Agreement; Amendments. This Agreement, including the exhibits which are attached and incorporated into this Agreement by reference, constitutes the entire agreement of the parties with respect to the Services and supersedes any prior oral or written understandings or communications between the parties. The parties may not modify or amend this Agreement except in a writing signed by both parties.

14. Counterparts. The parties may execute this Agreement in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SANTA BARBARA FOUNDATION ("FOUNDATION"):


Jacqueline M. Carrera
President & CEO

22 November 2021
Date

SANTA MARIA VALLEY CHAMBER OF COMMERCE ("CONTRACTOR")

Glenn Morris
Glenn Morris
President & CEO

Digitally signed by Glenn Morris
DN: CN=Glenn Morris, E=glenn@santamaria.com, C=US
Reason: I am approving this document with my legally
binding signature
Location: your signing location here
Date: 2021.11.22 17:13:17-0800
Foxit PhantomPDF Version: 10.1.4

22 November 2021
Date

EXHIBIT A

**MARKETING AND OUTREACH SUPPORT
SERVICES AND FEES**

The Santa Maria Valley Chamber of Commerce (SMVCC) will help solicit applications for the County's Micro Business Grant Program. The Chamber, coordinating with the other Chambers in the County and other stakeholders, will conduct a grass root outreach effort to generate adequate numbers of qualified applications to ensure that the program funding is fully deployed. SMVCC will work with partners including existing chamber member businesses, banking partners, entrepreneurial support partners, and city partners to identify micro businesses in all Santa Barbara County communities who fit the criteria and then will provide technical support to these businesses in completing the application process.

To cover the cost of staff time, the estimated cost of material creation and distribution is **\$8,500**. Additionally, SMVCC will provide **\$1,000 to each** the Buellton Chamber, Solvang Chamber, Santa Ynez Chamber to support their efforts in their respective geographic area. **Total fee: 11,500.**

EXHIBIT B

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by FOUNDATION and COUNTY) and hold harmless FOUNDATION and COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by FOUNDATION and COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to FOUNDATION and COUNTY's active as well as passive negligence but does not apply to FOUNDATION and COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify FOUNDATION and COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the FOUNDATION and COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the FOUNDATION and COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insureds** – FOUNDATION and COUNTY, their officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the FOUNDATION and COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the FOUNDATION and COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the FOUNDATION and COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to FOUNDATION and COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the FOUNDATION and COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the FOUNDATION and COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the FOUNDATION and COUNTY. The

FOUNDATION and COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A- VII”.
7. **Verification of Coverage** – CONTRACTOR shall furnish the FOUNDATION and COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the FOUNDATION and COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The FOUNDATION and COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, FOUNDATION and COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by FOUNDATION and COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that FOUNDATION and COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – FOUNDATION and COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of FOUNDATION and COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of FOUNDATION OR COUNTY.

MARKETING AND OUTREACH SERVICES AGREEMENT

This Agreement is entered into by and between Santa Barbara South Coast Chamber of Commerce, a private California nonprofit (“CONTRACTOR”), and Santa Barbara Foundation, a California nonprofit public benefit corporation (“FOUNDATION”).

RECITALS

A. The FOUNDATION has been designated by the County of Santa Barbara (COUNTY) as a subgrantee to administer funds provided to the COUNTY by California Office of the Small Business Advocate (CalOSBA) for the California Microbusiness Covid-19 Relief Grant Program (MBCRG). MBCRG program will provide grants to 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.

B. The FOUNDATION believes that it is essential to build relationships and create mutually beneficial partnerships in order to advance equity and achieve the Microbusiness COVID-19 Relief Grant Program targets and desired outcomes. The FOUNDATION seeks to collaborate with other professionals to offer more to support the microbusinesses that will be benefiting from the grant program.

C. The CONTRACTOR is committed to supporting businesses in Santa Barbara County and is willing to share information with its extensive networks and support applicants as they apply for the MBCRG program.

D. The CONTRACTOR is being engaged to conduct marketing and outreach for the MBCRG program. Marketing and outreach shall facilitate fair access and transparency. The program shall not rely solely on web-based marketing and outreach. To facilitate meaningful access to program participation for Limited English Proficiency persons, program activities will be conducted in accordance with the COUNTY’S current Limited English Proficiency Plan. Outreach will be comprehensive with targeted communication to minority-held businesses and those in minority or underserved/underinvested neighborhoods.

TERMS AND CONDITIONS

Services. Subject to the terms and conditions of this Agreement, CONTRACTOR shall provide the services described in Exhibit A attached hereto (the “Services”). CONTRACTOR may employ and supervise such agents, employees, or subcontractors as CONTRACTOR deems necessary to perform the Services.

1. Fees. FOUNDATION shall pay CONTRACTOR all fees described in Exhibit A at the times and in the manner described therein (the “Fees”). The Fees are nonrefundable.

2. Term and Termination.

a. Term. This Agreement will become effective beginning on or about December 15, 2021 and will expire on November 30, 2022, unless extended by mutual written agreement signed by both parties, or unless terminated under the terms of this section.

b. Termination for Convenience. FOUNDATION may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by FOUNDATION, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on FOUNDATION from such winding down and cessation of services.

c. Termination for Nonappropriation of Funds. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then FOUNDATION will notify CONTRACTOR of such occurrence and FOUNDATION may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, FOUNDATION shall have no obligation to make payments with regard to the remainder of the term.

d. Termination with Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, FOUNDATION may, at FOUNDATION'S sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify FOUNDATION as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.

e. By CONTRACTOR. Should FOUNDATION fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT A, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by FOUNDATION within thirty (30) days of written notice to FOUNDATION of such late payment.

3. Waivers. The failure of either party to exercise any of its rights under this Agreement is not a waiver of such rights or of any other rights.

4. No Assignment; Successors. Neither party may assign its rights, duties, obligations, or liabilities under this Agreement without the prior written consent of the other party. Subject to the previous sentence, each party's rights, obligations, and liabilities under this

Agreement bind and inure to the benefit of such party's successors and assigns. Nothing in this section limits or restricts CONTRACTOR'S right to contract with one or more third parties for the performance of the Services.

5. Records to be Maintained

The CONTRACTOR shall maintain all records required by the State and Federal regulations specified by COUNTY's ordinances or policies that are pertinent to the services to be provided or activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities;
- c. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with MBCRG Program assistance;
- d. Records documenting compliance with the fair housing and equal opportunity components of the MBCRG Program;
- e. Financial records as required by the MBCRG Program; and
- f. Other records as required to document compliance with the MBCRG Program .

6. Retention

The CONTRACTOR shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of at least four (4) years. The retention period begins on the date the term of this Agreement expires or is terminated. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records and that have started before the expiration of the four-year period, then all records must be retained until completion of the actions and final resolution of all issues, or the expiration of the four-year period, whichever occurs later.

7. Disclosure

The CONTRACTOR understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the COUNTY's, FOUNDATION's, OR CONTRACTOR's responsibilities with respect to the Scope of Work provided under this Agreement, may be prohibited under

state or federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

8. Audits & Inspections

All CONTRACTOR Records with respect to any matters covered by this Agreement shall be made available to FOUNDATION, COUNTY, CalOSBA, the State of California,, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make copies, excerpts or transcripts of all relevant data. Any deficiencies, audit findings, or required corrective actions noted in audit reports must be fully cleared by the CONTRACTOR within 30 days after receipt by CONTRACTOR unless a longer time period is agreed upon in writing by the COUNTY. CONTRACTOR hereby agrees to have an annual program-specific audit conducted by a certified public accounting firm in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and current COUNTY policy and requirements concerning audits.

If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under this Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

9. Access to Records

The CONTRACTOR shall furnish and cause each of its own contractors and subcontractors to furnish all information and reports required hereunder and will permit access to books, records and accounts by the COUNTY,

CalOSBA or other authorized officials or their agents, to ascertain compliance with the laws, rules, regulations, executive orders, ordinances, resolutions, guidelines, policies, directives, standards and provisions stated in this Agreement or the MBCRG Program.

10. Indemnification.

a. FOUNDATION.

FOUNDATION agrees to indemnify, defend, and hold harmless CONTRACTOR, its affiliates, and their respective officers, directors, employees and agents (the "CONTRACTOR Parties" and each a "CONTRACTOR Party") from and against any and all rights, claims, demands, causes of action, losses, liabilities, obligations, damages, and expenses (including reasonable attorneys' fees and expenses), whether the same be now known or unknown, anticipated or unanticipated (collectively, "Damages"), which any of the CONTRACTOR Parties may incur or be obligated to pay in any action, claim, or proceeding against them or any of them, for or by reason of any grossly negligent or willful act or omission by FOUNDATION or any of FOUNDATION officers, directors, agents, employees, or subcontractors in connection with FOUNDATION performance of any part of this Agreement or any amendment thereto. The provisions of this Section 5.a and FOUNDATION'S obligations hereunder shall survive any expiration, termination, or rescission of this Agreement. If either party becomes aware of any suit or claim against CONTRACTOR or any other CONTRACTOR'S Party covered by this Section 5.a, such party will promptly notify the other party in writing. In the event that a judgment, levy, attachment, or other seizure is entered against any CONTRACTOR Party arising from any claim covered by indemnification under this Section 5.a, FOUNDATION shall promptly post the necessary bond to prevent execution against any property of such CONTRACTOR Party.

CONTRACTOR shall comply with the insurance and indemnification provisions set forth in Exhibit B "Standard Indemnification and Insurance Provisions" attached hereto and incorporated herein.

b. CONTRACTOR.

CONTRACTOR agrees to indemnify, defend, and hold harmless FOUNDATION, its affiliates, and their respective officers, directors, employees and agents (the "FOUNDATION Parties" and each a "FOUNDATION Party") from and against any and all Damages which any of the FOUNDATION Parties may incur or be obligated to pay in any action, claim, or proceeding against them or any of them, for or by reason of any grossly negligent or willful act or omission by CONTRACTOR or any of CONTRACTOR'S officers, directors, agents, employees, or subcontractors in connection with CONTRACTOR 'S performance of any part of this Agreement or any amendment thereto. The provisions of this Section 5.b and CONTRACTOR'S obligations hereunder shall survive any expiration, termination, or rescission of this Agreement. If either party becomes aware of any suit or claim against FOUNDATION or any other FOUNDATION Party covered by this Section 5.b, such party will promptly notify the other party in writing. In the event that a judgment, levy, attachment, or other seizure is entered against any FOUNDATION'S Party arising from any claim covered by indemnification under this Section 11.b, CONTRACTOR shall promptly post the necessary bond to prevent execution against any property of such FOUNDATION Party.

11. Notice. All notices, requests, waivers, approvals, consents, demands and other communications hereunder must be in writing and will be deemed duly given when delivered personally, or after being deposited with the United States Postal Service as certified mail return receipt requested, or after being deposited for delivery with a nationally recognized overnight delivery service that tracks deliveries, with all charges, fees and first-class postage prepaid, and properly addressed, as follows:

If to FOUNDATION, at:

Jacqueline M Carrera
President and CEO
Santa Barbara Foundation
1111 Chapala Street, #200
Santa Barbara, CA 93101

If to CONTRACTOR, at:

Kristen Miller
President & CEO
Santa Barbara South Coast Chamber of
Commerce
5662 Calle Real #205
Goleta, CA 93111

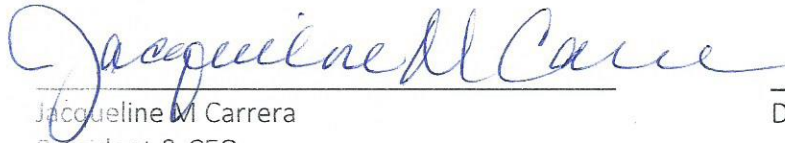
12. Governing Law. The laws of the State of California, without regard to its conflict of laws principles, govern all matters arising under or relating to this Agreement.

13. Entire Agreement; Amendments. This Agreement, including the exhibits which are attached and incorporated into this Agreement by reference, constitutes the entire agreement of the parties with respect to the Services and supersedes any prior oral or written understandings or communications between the parties. The parties may not modify or amend this Agreement except in a writing signed by both parties.


14. Counterparts. The parties may execute this Agreement in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SANTA BARBARA FOUNDATION ("FOUNDATION"):



Jacqueline M Carrera
President & CEO



Date

SANTA BARBARA SOUTH COAST CHAMBER OF COMMERCE ("CONTRACTOR")



Kristen Miller
President & CEO



Date

EXHIBIT A

**MARKETING AND OUTREACH SUPPORT
SERVICES AND FEES**

The Santa Barbara South Coast Chamber of Commerce (SBSCCC) will help solicit applications for the County's Micro Business Grant Program. The Chamber, coordinating with the other Chambers in the County and other stakeholders, will conduct a grass root outreach effort to generate adequate numbers of qualified applications to ensure that the program funding is fully deployed. SBSCCC will work with partners including existing chamber member businesses, banking partners, entrepreneurial support partners, and city partners to identify micro businesses in all Santa Barbara County communities who fit the criteria and then will provide technical support to these businesses in completing the application process.

To cover the cost of staff time, the estimated cost of material creation and distribution is **\$8,500**.

EXHIBIT B

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by FOUNDATION and COUNTY) and hold harmless FOUNDATION and COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by FOUNDATION and COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to FOUNDATION and COUNTY's active as well as passive negligence but does not apply to FOUNDATION and COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify FOUNDATION and COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the FOUNDATION and COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the FOUNDATION and COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insureds** – FOUNDATION and COUNTY, their officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the FOUNDATION and COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the FOUNDATION and COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the FOUNDATION and COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to FOUNDATION and COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the FOUNDATION and COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the FOUNDATION and COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the FOUNDATION and COUNTY. The

FOUNDATION and COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A- VII”.
7. **Verification of Coverage** – CONTRACTOR shall furnish the FOUNDATION and COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the FOUNDATION and COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The FOUNDATION and COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, FOUNDATION and COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by FOUNDATION and COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that FOUNDATION and COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – FOUNDATION and COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of FOUNDATION and COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of FOUNDATION OR COUNTY.

MARKETING AND OUTREACH SERVICES AGREEMENT

This Agreement is entered into by and between Economic Development Collaborative, a private California nonprofit (“CONTRACTOR”), and Santa Barbara Foundation, a California nonprofit public benefit corporation (“FOUNDATION”).

RECITALS

A. The FOUNDATION has been designated by the County of Santa Barbara (COUNTY) as a subgrantee to administer funds provided to the COUNTY by California Office of the Small Business Advocate (CalOSBA) for the California Microbusiness Covid-19 Relief Grant Program (MBCRG). MBCRG program will provide grants to 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.

B. The FOUNDATION believes that it is essential to build relationships and create mutually beneficial partnerships in order to advance equity and achieve the Microbusiness COVID-19 Relief Grant Program targets and desired outcomes. The FOUNDATION seeks to collaborate with other professionals to offer more to support the microbusinesses that will be benefiting from the grant program.

C. The CONTRACTOR is committed to supporting businesses in Santa Barbara County and is willing to share information with its extensive networks and support applicants as they apply for the MBCRG program.

D. The CONTRACTOR is being engaged to conduct marketing and outreach for the MBCRG program. Marketing and outreach shall facilitate fair access and transparency. The program shall not rely solely on web-based marketing and outreach. To facilitate meaningful access to program participation for Limited English Proficiency persons, program activities will be conducted in accordance with the COUNTY’S current Limited English Proficiency Plan. Outreach will be comprehensive with targeted communication to minority-held businesses and those in minority or underserved/underinvested neighborhoods.

TERMS AND CONDITIONS

Services. Subject to the terms and conditions of this Agreement, CONTRACTOR shall provide the services described in Exhibit A attached hereto (the “Services”). CONTRACTOR may employ and supervise such agents, employees, or subcontractors as CONTRACTOR deems necessary to perform the Services.

1. Fees. FOUNDATION shall pay CONTRACTOR all fees described in Exhibit A at the times and in the manner described therein (the “Fees”). The Fees are nonrefundable.

2. Term and Termination.

a. Term. This Agreement will become effective beginning on or about December 15, 2021 and will expire on November 30, 2022, unless extended by mutual written agreement signed by both parties, or unless terminated under the terms of this section.

b. Termination for Convenience. FOUNDATION may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by FOUNDATION, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on FOUNDATION from such winding down and cessation of services.

c. Termination for Nonappropriation of Funds. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then FOUNDATION will notify CONTRACTOR of such occurrence and FOUNDATION may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, FOUNDATION shall have no obligation to make payments with regard to the remainder of the term.

d. Termination with Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, FOUNDATION may, at FOUNDATION'S sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify FOUNDATION as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.

e. By CONTRACTOR. Should FOUNDATION fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT A, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by FOUNDATION within thirty (30) days of written notice to FOUNDATION of such late payment.

3. Waivers. The failure of either party to exercise any of its rights under this Agreement is not a waiver of such rights or of any other rights.

4. No Assignment; Successors. Neither party may assign its rights, duties, obligations, or liabilities under this Agreement without the prior written consent of the other party. Subject to the previous sentence, each party's rights, obligations, and liabilities under this

Agreement bind and inure to the benefit of such party's successors and assigns. Nothing in this section limits or restricts CONTRACTOR'S right to contract with one or more third parties for the performance of the Services.

5. Records to be Maintained

The CONTRACTOR shall maintain all records required by the State and Federal regulations specified by COUNTY's ordinances or policies that are pertinent to the services to be provided or activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities;
- c. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with MBCRG Program assistance;
- d. Records documenting compliance with the fair housing and equal opportunity components of the MBCRG Program;
- e. Financial records as required by the MBCRG Program; and
- f. Other records as required to document compliance with the MBCRG Program .

6. Retention

The CONTRACTOR shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of at least four (4) years. The retention period begins on the date the term of this Agreement expires or is terminated. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records and that have started before the expiration of the four-year period, then all records must be retained until completion of the actions and final resolution of all issues, or the expiration of the four-year period, whichever occurs later.

7. Disclosure

The CONTRACTOR understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the COUNTY's, FOUNDATION's, OR CONTRACTOR's responsibilities with respect to the Scope of Work provided under this Agreement, may be prohibited under

state or federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

8. Audits & Inspections

All CONTRACTOR Records with respect to any matters covered by this Agreement shall be made available to FOUNDATION, COUNTY, CalOSBA, the State of California,, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make copies, excerpts or transcripts of all relevant data. Any deficiencies, audit findings, or required corrective actions noted in audit reports must be fully cleared by the CONTRACTOR within 30 days after receipt by CONTRACTOR unless a longer time period is agreed upon in writing by the COUNTY. CONTRACTOR hereby agrees to have an annual program-specific audit conducted by a certified public accounting firm in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and current COUNTY policy and requirements concerning audits.

If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under this Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

9. Access to Records

The CONTRACTOR shall furnish and cause each of its own contractors and subcontractors to furnish all information and reports required hereunder and will permit access to books, records and accounts by the COUNTY,

CalOSBA or other authorized officials or their agents, to ascertain compliance with the laws, rules, regulations, executive orders, ordinances, resolutions, guidelines, policies, directives, standards and provisions stated in this Agreement or the MBCRG Program.

10. Indemnification.

a. FOUNDATION.

FOUNDATION agrees to indemnify, defend, and hold harmless CONTRACTOR, its affiliates, and their respective officers, directors, employees and agents (the "CONTRACTOR Parties" and each a "CONTRACTOR Party") from and against any and all rights, claims, demands, causes of action, losses, liabilities, obligations, damages, and expenses (including reasonable attorneys' fees and expenses), whether the same be now known or unknown, anticipated or unanticipated (collectively, "Damages"), which any of the CONTRACTOR Parties may incur or be obligated to pay in any action, claim, or proceeding against them or any of them, for or by reason of any grossly negligent or willful act or omission by FOUNDATION or any of FOUNDATION officers, directors, agents, employees, or subcontractors in connection with FOUNDATION performance of any part of this Agreement or any amendment thereto. The provisions of this Section 5.a and FOUNDATION'S obligations hereunder shall survive any expiration, termination, or rescission of this Agreement. If either party becomes aware of any suit or claim against CONTRACTOR or any other CONTRACTOR'S Party covered by this Section 5.a, such party will promptly notify the other party in writing. In the event that a judgment, levy, attachment, or other seizure is entered against any CONTRACTOR Party arising from any claim covered by indemnification under this Section 5.a, FOUNDATION shall promptly post the necessary bond to prevent execution against any property of such CONTRACTOR Party.

CONTRACTOR shall comply with the insurance and indemnification provisions set forth in Exhibit B "Standard Indemnification and Insurance Provisions" attached hereto and incorporated herein.


b. CONTRACTOR.

CONTRACTOR agrees to indemnify, defend, and hold harmless FOUNDATION, its affiliates, and their respective officers, directors, employees and agents (the "FOUNDATION Parties" and each a "FOUNDATION Party") from and against any and all Damages which any of the FOUNDATION Parties may incur or be obligated to pay in any action, claim, or proceeding against them or any of them, for or by reason of any grossly negligent or willful act or omission by CONTRACTOR or any of CONTRACTOR'S officers, directors, agents, employees, or subcontractors in connection with CONTRACTOR 'S performance of any part of this Agreement or any amendment thereto. The provisions of this Section 5.b and CONTRACTOR'S obligations hereunder shall survive any expiration, termination, or rescission of this Agreement. If either party becomes aware of any suit or claim against FOUNDATION or any other FOUNDATION Party covered by this Section 5.b, such party will promptly notify the other party in writing. In the event that a judgment, levy, attachment, or other seizure is entered against any FOUNDATION'S Party arising from any claim covered by indemnification under this Section 11.b, CONTRACTOR shall promptly post the necessary bond to prevent execution against any property of such FOUNDATION Party.

14. Counterparts. The parties may execute this Agreement in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.


IN WITNESS WHEREOF, the parties have executed this Agreement.

SANTA BARBARA FOUNDATION ("FOUNDATION"):


Jacqueline M. Carrera
President & CEO

11/22/21
Date

ECONOMIC DEVELOPMENT COLLABORATIVE ("CONTRACTOR")


Bruce Stenslie
President & CEO

11/22/21
Date

EXHIBIT A

MARKETING AND OUTREACH SUPPORT SERVICES AND FEES

The Economic Development Collaborative (EDC) will create digital marketing materials to support the County of Santa Barbara and Santa Barbara Foundation's advertising of the California Microbusiness COVID-19 Relief Grant Program. This includes the creation of:

- 8.5x11 flyer announcing the program
- 8.5x11 flyer with details of the program
- Constant Contact sized flyer announcing the program for ease of partner sharing
- Constant Contact sized flyer with details of the program for ease of partner sharing
- Static social media images announcing: the upcoming program, the application opening, and a reminder of the application closing.

All materials will be produced in English and Spanish. The EDC will help promote the grant program through existing channels including: our County of Santa Barbara small business email list, social media channels (Facebook, Instagram, Twitter, and LinkedIn), small business advisors, and local partners. To cover the cost of staff time, the estimated cost of material creation and distribution is **\$5,000**.

Additionally, the EDC can provide one-on-one business consulting through our Small Business Development Center (SBDC) to grant applicants, at no-cost to the business, County of Santa Barbara, or the Santa Barbara Foundation. Our SBDC has over 50 professional advisors in various fields that are ready to support the region's small business community. Advising topics include business start-up, finance, marketing, operations, e-commerce, manufacturing and more.

EXHIBIT B

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by FOUNDATION and COUNTY) and hold harmless FOUNDATION and COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by FOUNDATION and COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to FOUNDATION and COUNTY's active as well as passive negligence but does not apply to FOUNDATION and COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify FOUNDATION and COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the FOUNDATION and COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the FOUNDATION and COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insureds** – FOUNDATION and COUNTY, their officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the FOUNDATION and COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the FOUNDATION and COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the FOUNDATION and COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to FOUNDATION and COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the FOUNDATION and COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the FOUNDATION and COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the FOUNDATION and COUNTY. The

FOUNDATION and COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A- VII”.
7. **Verification of Coverage** – CONTRACTOR shall furnish the FOUNDATION and COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the FOUNDATION and COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The FOUNDATION and COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, FOUNDATION and COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by FOUNDATION and COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that FOUNDATION and COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – FOUNDATION and COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of FOUNDATION and COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of CO

MARKETING AND OUTREACH SERVICES AGREEMENT

This Agreement is entered into by and between Lompoc Valley Chamber of Commerce & Visitors Bureau, a private California nonprofit ("CONTRACTOR"), and Santa Barbara Foundation, a California nonprofit public benefit corporation ("FOUNDATION").

RECITALS

A. The FOUNDATION has been designated by the County of Santa Barbara (COUNTY) as a subgrantee to administer funds provided to the COUNTY by California Office of the Small Business Advocate (CalOSBA) for the California Microbusiness Covid-19 Relief Grant Program (MBCRG). MBCRG program will provide grants to 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.

B. The FOUNDATION believes that it is essential to build relationships and create mutually beneficial partnerships in order to advance equity and achieve the Microbusiness COVID-19 Relief Grant Program targets and desired outcomes. The FOUNDATION seeks to collaborate with other professionals to offer more to support the microbusinesses that will be benefiting from the grant program.

C. The CONTRACTOR is committed to supporting businesses in Santa Barbara County and is willing to share information with its extensive networks and support applicants as they apply for the MBCRG program.

D. The CONTRACTOR is being engaged to conduct marketing and outreach for the MBCRG program. Marketing and outreach shall facilitate fair access and transparency. The program shall not rely solely on web-based marketing and outreach. To facilitate meaningful access to program participation for Limited English Proficiency persons, program activities will be conducted in accordance with the COUNTY'S current Limited English Proficiency Plan. Outreach will be comprehensive with targeted communication to minority-held businesses and those in minority or underserved/underinvested neighborhoods.

TERMS AND CONDITIONS

Services. Subject to the terms and conditions of this Agreement, CONTRACTOR shall provide the services described in Exhibit A attached hereto (the "Services"). CONTRACTOR may employ and supervise such agents, employees, or subcontractors as CONTRACTOR deems necessary to perform the Services.

1. Fees. FOUNDATION shall pay CONTRACTOR all fees described in Exhibit A at the times and in the manner described therein (the "Fees"). The Fees are nonrefundable.

2. Term and Termination.

a. Term. This Agreement will become effective beginning on or about December 15, 2021 and will expire on November 30, 2022, unless extended by mutual written agreement signed by both parties, or unless terminated under the terms of this section.

b. Termination for Convenience. FOUNDATION may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by FOUNDATION, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on FOUNDATION from such winding down and cessation of services.

c. Termination for Nonappropriation of Funds. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then FOUNDATION will notify CONTRACTOR of such occurrence and FOUNDATION may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, FOUNDATION shall have no obligation to make payments with regard to the remainder of the term.

d. Termination with Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, FOUNDATION may, at FOUNDATION'S sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify FOUNDATION as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.

e. By CONTRACTOR. Should FOUNDATION fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT A, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by FOUNDATION within thirty (30) days of written notice to FOUNDATION of such late payment.

3. Waivers. The failure of either party to exercise any of its rights under this Agreement is not a waiver of such rights or of any other rights.

4. No Assignment; Successors. Neither party may assign its rights, duties, obligations, or liabilities under this Agreement without the prior written consent of the other party. Subject to the previous sentence, each party's rights, obligations, and liabilities under this

Agreement bind and inure to the benefit of such party's successors and assigns. Nothing in this section limits or restricts CONTRACTOR'S right to contract with one or more third parties for the performance of the Services.

5. Records to be Maintained

The CONTRACTOR shall maintain all records required by the State and Federal regulations specified by COUNTY's ordinances or policies that are pertinent to the services to be provided or activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities;
- c. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with MBCRG Program assistance;
- d. Records documenting compliance with the fair housing and equal opportunity components of the MBCRG Program;
- e. Financial records as required by the MBCRG Program; and
- f. Other records as required to document compliance with the MBCRG Program .

6. Retention

The CONTRACTOR shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of at least four (4) years. The retention period begins on the date the term of this Agreement expires or is terminated. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records and that have started before the expiration of the four-year period, then all records must be retained until completion of the actions and final resolution of all issues, or the expiration of the four-year period, whichever occurs later.

7. Disclosure

The CONTRACTOR understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the COUNTY's, FOUNDATION's, OR CONTRACTOR's responsibilities with respect to the Scope of Work provided under this Agreement, may be prohibited under

state or federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

8. Audits & Inspections

All CONTRACTOR Records with respect to any matters covered by this Agreement shall be made available to FOUNDATION, COUNTY, CalOSBA, the State of California,, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make copies, excerpts or transcripts of all relevant data. Any deficiencies, audit findings, or required corrective actions noted in audit reports must be fully cleared by the CONTRACTOR within 30 days after receipt by CONTRACTOR unless a longer time period is agreed upon in writing by the COUNTY. CONTRACTOR hereby agrees to have an annual program-specific audit conducted by a certified public accounting firm in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and current COUNTY policy and requirements concerning audits.

If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under this Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

9. Access to Records

The CONTRACTOR shall furnish and cause each of its own contractors and subcontractors to furnish all information and reports required hereunder and will permit access to books, records and accounts by the COUNTY,

CalOSBA or other authorized officials or their agents, to ascertain compliance with the laws, rules, regulations, executive orders, ordinances, resolutions, guidelines, policies, directives, standards and provisions stated in this Agreement or the MBCRG Program.

10. Indemnification.

a. FOUNDATION.

FOUNDATION agrees to indemnify, defend, and hold harmless CONTRACTOR, its affiliates, and their respective officers, directors, employees and agents (the "CONTRACTOR Parties" and each a "CONTRACTOR Party") from and against any and all rights, claims, demands, causes of action, losses, liabilities, obligations, damages, and expenses (including reasonable attorneys' fees and expenses), whether the same be now known or unknown, anticipated or unanticipated (collectively, "Damages"), which any of the CONTRACTOR Parties may incur or be obligated to pay in any action, claim, or proceeding against them or any of them, for or by reason of any grossly negligent or willful act or omission by FOUNDATION or any of FOUNDATION officers, directors, agents, employees, or subcontractors in connection with FOUNDATION performance of any part of this Agreement or any amendment thereto. The provisions of this Section 5.a and FOUNDATION'S obligations hereunder shall survive any expiration, termination, or rescission of this Agreement. If either party becomes aware of any suit or claim against CONTRACTOR or any other CONTRACTOR'S Party covered by this Section 5.a, such party will promptly notify the other party in writing. In the event that a judgment, levy, attachment, or other seizure is entered against any CONTRACTOR Party arising from any claim covered by indemnification under this Section 5.a, FOUNDATION shall promptly post the necessary bond to prevent execution against any property of such CONTRACTOR Party.

CONTRACTOR shall comply with the insurance and indemnification provisions set forth in Exhibit B "Standard Indemnification and Insurance Provisions" attached hereto and incorporated herein.

b. CONTRACTOR.

CONTRACTOR agrees to indemnify, defend, and hold harmless FOUNDATION, its affiliates, and their respective officers, directors, employees and agents (the "FOUNDATION Parties" and each a "FOUNDATION Party") from and against any and all Damages which any of the FOUNDATION Parties may incur or be obligated to pay in any action, claim, or proceeding against them or any of them, for or by reason of any grossly negligent or willful act or omission by CONTRACTOR or any of CONTRACTOR'S officers, directors, agents, employees, or subcontractors in connection with CONTRACTOR'S performance of any part of this Agreement or any amendment thereto. The provisions of this Section 5.b and CONTRACTOR'S obligations hereunder shall survive any expiration, termination, or rescission of this Agreement. If either party becomes aware of any suit or claim against FOUNDATION or any other FOUNDATION Party covered by this Section 5.b, such party will promptly notify the other party in writing. In the event that a judgment, levy, attachment, or other seizure is entered against any FOUNDATION'S Party arising from any claim covered by indemnification under this Section 11.b, CONTRACTOR shall promptly post the necessary bond to prevent execution against any property of such FOUNDATION Party.

11. Notice. All notices, requests, waivers, approvals, consents, demands and other communications hereunder must be in writing and will be deemed duly given when delivered personally, or after being deposited with the United States Postal Service as certified mail return receipt requested, or after being deposited for delivery with a nationally recognized overnight delivery service that tracks deliveries, with all charges, fees and first-class postage prepaid, and properly addressed, as follows:

If to FOUNDATION, at:

Jacqueline M Carrera
President & CEO
Santa Barbara Foundation
1111 Chapala Street, #200
Santa Barbara, CA 93101

If to CONTRACTOR, at:

DeVika Stalling
President & CEO
Lompoc Valley Chamber of Commerce &
Visitors Bureau
111 South I Street
Lompoc, CA 93436

12. Governing Law. The laws of the State of California, without regard to its conflict of laws principles, govern all matters arising under or relating to this Agreement.

13. Entire Agreement; Amendments. This Agreement, including the exhibits which are attached and incorporated into this Agreement by reference, constitutes the entire agreement of the parties with respect to the Services and supersedes any prior oral or written understandings or communications between the parties. The parties may not modify or amend this Agreement except in a writing signed by both parties.

14. Counterparts. The parties may execute this Agreement in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

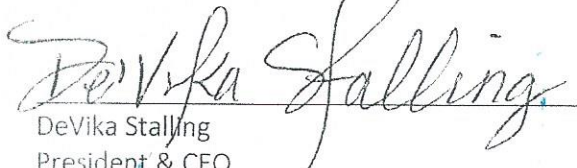
IN WITNESS WHEREOF, the parties have executed this Agreement.

SANTA BARBARA FOUNDATION ("FOUNDATION"):


Jacqueline M Carrera
President & CEO

11/29/21
Date

LOMPOC VALLEY CHAMBER OF COMMERCE & VISITORS BUREAU ("CONTRACTOR")


DeVika Stalling
President & CEO

Nov. 24, 2021
Date

EXHIBIT A

**MARKETING AND OUTREACH SUPPORT
SERVICES AND FEES**

The Lompoc Valley Chamber of Commerce & Visitors Bureau (LVCCVB) will help solicit applications for the County's Micro Business Grant Program. The Chamber, coordinating with the other Chambers in the County and other stakeholders, will conduct a grass root outreach effort to generate adequate numbers of qualified applications to ensure that the program funding is fully deployed. LVCCVB will work with partners including existing chamber member businesses, banking partners, entrepreneurial support partners, and city partners to identify micro businesses in all Santa Barbara County communities who fit the criteria and then will provide technical support to these businesses in completing the application process.

To cover the cost of staff time, the estimated cost of material creation and distribution is **\$3,000**.

EXHIBIT B

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by FOUNDATION and COUNTY) and hold harmless FOUNDATION and COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by FOUNDATION and COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to FOUNDATION and COUNTY's active as well as passive negligence but does not apply to FOUNDATION and COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify FOUNDATION and COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the FOUNDATION and COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the FOUNDATION and COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insureds** – FOUNDATION and COUNTY, their officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the FOUNDATION and COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the FOUNDATION and COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the FOUNDATION and COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to FOUNDATION and COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the FOUNDATION and COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the FOUNDATION and COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the FOUNDATION and COUNTY. The

FOUNDATION and COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A- VII”.
7. **Verification of Coverage** – CONTRACTOR shall furnish the FOUNDATION and COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the FOUNDATION and COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The FOUNDATION and COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, FOUNDATION and COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by FOUNDATION and COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that FOUNDATION and COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – FOUNDATION and COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of FOUNDATION and COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of FOUNDATION OR COUNTY.

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	111,223.99
Proposed Eligible Microbusiness Grants Budget - County 1	444,896
Total Proposed Budget	\$ 556,119.99

Exhibit E – Letter of Designation



COUNTY EXECUTIVE OFFICE

Mona Miyasato, County Executive Officer
Terri Nisich, Assistant County Executive Officer
Jeff Frapwell, Assistant County Executive Officer
Nancy Anderson, Assistant County Executive Officer

November 30, 2021

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

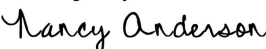
Re: Letter of Designation (California Microbusiness COVID-19 Relief Grant Program Application)

Dear Office of the Small Business Advocate,


On November 16, 2021, the Santa Barbara County Board of Supervisors authorized the County Executive Officer, or designee, to submit a funding application to the State of California Office of the Small Business Advocate for Round 1 funding from the California Microbusiness COVID-19 Relief Grant Program (MBCRG). This delegation of authority includes authority to execute all certifications, standard forms, and other related documents. The delegation of authority also included authority to execute a Fiscal Agent Agreement to facilitate administration and implementation of a MBCRG program in Santa Barbara County. In accordance with this delegation of authority, the County Executive Officer designated me to serve as the Signature Authority for the County of Santa Barbara and to exercise the above-described authority.

Please don't hesitate to contact this office at 805-568-3400 if you have any questions.

Sincerely,

DocuSigned by:

E2D3531C3E7E4D2

Nancy Anderson (Designee)
Assistant County Executive Officer

DocuSigned by:

41846F5C725B460

Mona Miyasato
County Executive Officer

Attachment(s): November 16, 2021 Board of Supervisors Meeting Board Letter and Minute Order

Exhibit F –Program Announcement



CALIFORNIA MICROBUSINESS COVID-19 RELIEF GRANT PROGRAM

GRANTMAKING ENTITY

REQUEST FOR PROPOSALS - ROUND 1

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

Opening Date: Monday, October 11, 2021

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

Amended November 9, 2021

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

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

Phone: 1-877-345-4633

Table of Contents

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

Introduction

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

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

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

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

Background and Purpose

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

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

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

Priorities

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

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

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

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

Definitions

Definitions that pertain to this Program Announcement are provided below.

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

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

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

r.4.5 Third-party verification 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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- e. Letter of designation from each county in the group stating that the designated county will be the fiscal agent (a county government) for the group of counties
 - f. Fiscal agent agreement signed by all parties designating the grantmaking entity (a county government) as one county to represent the group of counties
 - g. Description of process across counties in the process flow chart and narrative. It should be clear that these processes cover all counties in the agreement and are sufficient to ensure outreach & marketing to underserved microbusinesses in each county.
 - h. Each county has a maximum of 20% for the administrative fee based on their county's allocation. The represented county(ies) and the designated fiscal agent (county government) must work together to determine how much of the maximum 20% will be allocated to the fiscal agent. This allocation % and dollar amount must be provided in the revised RFP Budget Template.
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 9. Completed and signed STD.21 Drug-Free Workplace Certification saved and submitted as .PDF – download this form at <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std021.pdf>

END

END EXHIBIT F