

**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

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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

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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

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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

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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

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- 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

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- 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]

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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: _____
F2D3531C3F7E4D2
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

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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*
• 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.