

**Grant Agreement # MBCRG2022-C10**

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 NEVADA

2. The term of this Agreement is:

January 21, 2022 through December 30, 2022

3. The maximum grant amount for this Agreement is:

\$122,860.90

One Hundred Twenty-Two Thousand Eight Hundred Sixty Dollars and Ninety Cents

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

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

GRANT RECIPIENT	
GRANT RECIPIENT'S NAME	
BY (Authorized Signature)	DATE SIGNED
X.	
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	
STATE OF CALIFORNIA	
STATE UNIT/AGENCY NAME CALIFORNIA OFFICE OF THE SMALL BUSINESS ADVOCATE, GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT	
BY (Authorized Signature)	DATE SIGNED
X.	
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 NEVADA (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-C10 ("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 NEVADA 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 \$122,860.90 (one hundred twenty-two thousand eight hundred sixty dollars and ninety 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 Nevada	
DBA (if applicable):	
Employer/Taxpayer Identification Number: 94-6000526	
Organizational DUNS (if available): 010979029 0000	
Mailing Address (and physical address if it is different): Nevada County Executive Office	
Street 1: 950 Maidu Ave.	
Street 2:	
City: Nevada City	
County: Nevada	
State: CA	California Only
Zip Code: 95959	
Name and Contact Information of person to be contacted regarding this application:	
First and Last Name: Ariel King Lovett	
Title: Senior Administrative Analyst, County Executive Office	
Telephone Number: 530-320-9284	
Email: ariel.lovett@co.nevada.ca.us	
Website: www.mynevadacounty.com	



Signature of Contact (E-signature is acceptable)

11.23.21

Date

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

SECTION II: Narrative

1. Applicant Experience/Past Performance (5 points)

Nevada County is a rural community with a population of approximately 99,755, and approximately two-thirds of residents live outside of the three incorporated areas. The County of Nevada has a history of community engagement and support, and experience designing, developing and managing grant programs, including recent COVID-19 grant relief programs. The County of Nevada and community partners have an established framework for effective outreach to our diverse community groups and systems to develop and manage grant programs. Recent examples include establishment/administration of the Nevada County Relief Fund in April 2021, partnering with six nonprofits and raising over \$1.2 million to provide grants to nonprofit organizations and “Resilience micro-grants” to small business owners. The County partnered with the economic development nonprofit Sierra Business Council (SBC) (as proposed for this MBCRG program) to administer these funds. The Relief Fund Leadership, including Nevada County, SBC, Center for Nonprofit Leadership, Sierra Nevada Memorial Hospital Foundation, Tahoe Truckee Community Foundation, and the Economic Resource Council, will support our MBCRG program. Impact: The fund successfully administered \$682,000 to nearly 200 small businesses, and approximately \$500,000 to nonprofits. In July 2021, the County launched the Community Resiliency Grants program, with \$2 Million in ARPA funding allocated by the BOS to support community serving entities. County staff developed grant guidelines consistent with ARPA Interim Final Rule, and released an RFP, receiving 73 applications from diverse nonprofits, special districts and businesses, demonstrating successful outreach. Entities will be contracted by the County, and reporting and compliance managed by SBC. Impact: \$1.9 million in grants to 33 nonprofits.

Nevada County will partner with community-based organization SBC to administer the MBCRG program. SBC is the existing host for the Sierra Small Business Development Center,

servicing seven counties across northeastern California. A core metric for SBC is how funds are leveraged into rural communities that may have limited access to traditional forms of capital. SBC has deployed over \$14 million in grant funding since the start of the COVID-19 pandemic on behalf of multiple County agencies with CARES and ARPA funding. SBC staff designed, developed, and administered a grant program for businesses with revenues of \$25k - \$2mm including sole proprietors, independent contractors, and the community's most vulnerable and smallest businesses. This program granted up to \$10,000 in recovery funding to over 1,400 small businesses, prioritizing minority & veteran owned businesses. SBC successfully reached traditionally underserved businesses. SBC translated all outreach materials to Spanish and the application was available in a variety of languages. SBC targeted specific industries, such as daycares, by working with the County's education department. SBC also leveraged the expertise of SBC's Sierra Small Business Development Center advisors who speak multiple languages, including Vietnamese, Punjabi, and Farsi to support the application process for limited-English speaking businesses owners. These examples demonstrate Nevada County's commitment and capacity to scale equitably across our county.

2. Proposed Program Design & Implementation (13 points)

Our program is designed to provide easy access for hard-to-reach microbusinesses and at the same time to implement systems to ensure eligibility and prevent fraud, waste, and abuse. The County and SBC will work together to design an application that is as simple as possible while allowing for eligibility certification and evaluation of criteria. SBC is an experienced grantmaker to traditionally underserved businesses, as such is aware that it is critical to be available for technical assistance and application support. SBC will maintain a dedicated phone line and email address for technical assistance that will be closely monitored. Response time is less than one hour for assistance (commonly closer to 10-20 minutes). SBC is an experienced technical

assistance provider. The Sierra SBDC advisors can assist with financial reports, and SBC staff can assist with other, tech support related challenges. See attached flow chart.

The application begins in the Eligibility section, where an applicant must review the eligibility requirements and self-certify to continue to the Application section. Please see below for the Application section detail. After an application is received, it undergoes an Evaluation process which results in a Decision. Upon approval, funds are disbursed.

We will use a software called Foundant that is entirely focused on grantmaking processes. The process is simple and highly user friendly. The software and application are Google-translate enabled—we can translate the application into every language Google recognizes. We have included a sample of a previous application below. Our MBCRG application would have some significant differences, but the example below of a previous grant application typifies questions asked to gain trust and certification of eligibility.

APPLICATION EXAMPLE:

Main questions for identification and eligibility:

Business Name*

What is your primary business activity?*

If you selected "Other" above, please describe your business type.

Has your business previously received a grant from Nevada County Relief Fund?*

- Yes
- No

2019 Annual Gross Revenue*

What was your annual gross revenue (also known as gross receipts or sales) for 2019?

This information is listed on your Schedule C (line 1) or other tax form.

How many employees does your business have?*

Please include full-time and part-time employees.

- No employees other than the business owner
- 2-5 employees
- More than 5 employees

Business Impact from COVID-19

How has your business been impacted by COVID-19?*

Please describe how your business has been impacted by COVID-19, including the measures you have taken to respond.

1,200 characters left of 1,200

Please describe how you anticipate using the grant funds, if awarded.*

1,200 characters left of 1,200

Required documents to certify eligibility such as a 2019 Tax Return and a form of Photo Identification. In the case of the Microbusiness application, a 2020 Profit & Loss will not be required, rather, some kind of business license or bank statement may be required only if a tax return is not available. The 2019 tax return will certify revenue, operation status, and other eligibility requirements. The word *SSN will be replaced with *TIN.

1. 2019 Business Tax Return*

Please upload your 2019 business tax return (e.g., Schedule C, 990, etc).

Upload a file [5 MiB allowed]

2020 Profit & Loss Statement*

Please upload a profit-and-loss statement for the 2020 calendar year (January-December).

Upload a file [5 MiB allowed]

2. Completed W-9 form to expedite grant processing*

Any grant you may receive is considered taxable income. As such, please upload a completed, signed, and legible W-9 form. Click the blue hyperlinks below to download a blank W-9 in English or en español. Before you upload the W-9, double-check to ensure that all the fields are filled out and that the file is not blurry.

Upload a file [5 MiB allowed]

Please type the SSN or EIN in the W-9 you uploaded.*

If you business has an EIN, you only need to provide the EIN.

#

3. ID Verification*

Please upload a photo or scanned copy of a driver's license, Real ID, passport, or similar ID.

Upload a file [5 MiB allowed]

The verification section is a self-certification section to ensure adherence to the requirements of the grant program and funding.

Verification: My business was impacted by COVID-19.*

By checking this box, I verify that my business experienced direct or indirect impact due to COVID-19.

I verify that this statement is true.

Verification: My business has and will continue to comply with public health regulations.*

By checking this box, I verify that my business has complied and will continue to comply with any and all state and local COVID-19 public health regulations and guidelines.

I verify that this statement is true.

Verification: This is my only application to Round 5 of the Nevada County Relief Fund.*

By checking this box, I verify that I am the owner or authorized representative of this business and will not apply for or accept more than one award for Round 5 (the present round) of the Nevada County Relief Fund. This is the ONLY application I am submitting for this grant, even if I own multiple businesses.

I verify that this statement is true.

Verification: I will continue business operations post-COVID.*

By checking this box, I verify that I intend to continue business operations after the COVID-19 pandemic.

I verify that this statement is true.

Verification: I will use funds for the purposes listed above.*

By checking this box, I verify that if my business is awarded a Nevada County Relief Fund grant, I commit my intent to use the grant funding only for the purpose of business continuation for the items listed above.

I verify that this statement is true.

Finally, this certification section ensures compliance and truth.

I Certify...*

By signing this form, I certify under penalty of criminal prosecution that all information on this form and any additional supporting information submitted with this form is true and complete to the best of my knowledge. Knowingly making a false statement on this form is a violation of Federal law and could result in criminal prosecution, significant civil penalties, and a denial of your grant award.

Please type your name and your capacity of the company you are applying for: (i.e. Owner, President, Partner, Member, etc.)

ELECTRONIC SIGNATURE:

Today's Date*



Although some of the application relies on self-attestation, there is an evaluation component to the grantmaking software that requires eligibility certification by evaluators, which will be SBC staff members. Included below is a sample evaluation, though this will be customized to ensure certification of eligibility to the Microbusiness Grant process. For example, the Microbusiness Grant evaluation will include “Has the applicant previously received a CA Relief Grant?” and the evaluator will be instructed to cross check the applicant with the list of CA Relief Grant recipients. Evaluations are required as a part of the process to approval.

EVALUATION EXAMPLE:

Question Group

Business Name

Eligible business type?

- Yes
- No

Physically located in Nevada County?

- Yes
- No

Has the applicant previously received a NCRF grant?*

- Yes
- No

Revenue less than or equal to \$2 million?

- Yes
- No

In business in 2019?

- Yes
- No

For-profit business?

- Yes
- No

Any financial red flags?

- Yes
- No

For applicants with explanations in the Declarations section:

Is the explanation acceptable and is the applicant eligible?

- Yes - eligible
- No - ineligible

Is the business Priority 1, Priority 2, or Ineligible?*

See below for explanation of each.

- Priority 1 - meets all criteria
- Priority 2 - meets all criteria but previously received a grant
- Ineligible - doesn't meet criteria

If Ineligible, please add an explanation:

Notes for Evaluators

Nevada County will provide additional screening to ensure the business is in good standing.

Should the amount of eligible businesses exceed the amount of grant funding available, a lottery will be performed.

Detailed Outreach and Marketing Plan (7 points)

Nevada County has a focused marketing plan to reach our hard-to-reach populations, and is well-positioned with collaborative partnerships, contracts, and systems in place. As a small rural county, we will not only ensure broad awareness of the Microbusiness Grants through a

media campaign using local radio stations, newspapers, and online media partners, but also deploy targeted strategies to engage specific populations of focus. Together, NC and SBC will leverage a large network of partners (see Strategic Partnerships, below) to promote the grant program to microbusinesses in general and in specific sectors. For example, we have a thriving arts industry, so will partner closely with the Nevada County Arts Council to distribute information to that particularly hard-hit industry. Nevada County is a tourist destination with many street fairs, so we will partner with Chambers and Downtown Associations who maintain contact lists so we can directly contact street vendors who participate in events like Victorian Christmas, Cornish Christmas, Truckee Thursdays, and the local farmers markets. We will leverage social media; we understand our small community’s very active and effective social media reach. For example, Nevada County Happening Now has 26.5k members, Nevada County Peeps with 24.6k, and targeted pages like our Business Focused page (454 businesses) or Virtual Shop and Support Local. We have budgeted Facebook ad-buys for 4-6 weeks to target our populations of focus. We will post on Next Door (41,572 Nevada County members). Further, we will use trusted messengers, including three specific individuals in contract with the county to reach out to businesses, provide accessible social media, and communicate with Spanish speakers, respectively. The table below summarizes our outreach and marketing plan.

<i>Population or industry</i>	<i>Strategies/Rationale</i>	<i>Key Partners (*indicates existing contract or MOU)</i>
All microbusinesses in rural Nevada County	Media campaign; wide saturation in rural Nevada County will create broad awareness. Communications will emphasize target populations, including food vendors, artists, house cleaners, hair stylists, small agricultural producers, and small childcare providers.	Nevada County’s PIO (County Facebook, Instagram, Twitter; CEO’s weekly newsletter, Business-focused Facebook Page) (<i>applicant</i>) Communications specialists/trusted messengers (Post to interest-specific community forums)* KNCO and KVMR (local AM and FM radio) YubaNet* (local electronic news) The Union Newspaper* (print and online) Sierra Business Council*

		Economic Resource Council* Dial 211/Connecting Point NC Calworks Alliance for Workforce Development
Spanish-speakers	Develop Spanish materials Engage with <i>promotores</i> Share materials at key locations	Sierra Business Council* Contracted translator Sierra Community House and PARTNERS at Family Resource Centers <i>promotores</i>
Street vendors	Provide direct outreach to street vendors listservs	Nevada City Chamber of Commerce* Grass Valley Downtown Association* Truckee Downtown Merchants Association* Nevada City Farmers Market Environmental Health (Temporary Food Facilities)
Artists	Provide direct outreach to artists through newsletters, art locations, and events.	Nevada County Arts Council* Nevada City Chamber of Commerce* Grass Valley Downtown Association* Truckee Downtown Merchants Association*
Agriculture	Provide direct outreach to very small farmers through newsletters, listserves, Farmers markets tabling	Sierra Harvest Local food coalition list-serve Nevada City Farmers Market Farm Bureau RCD NC Ag Commissioner
Veterans	Provide direct outreach to veterans.	Nevada County Veteran's Nevada County Consolidated Veterans Council Welcome Home Vets
People with Disabilities		FREED

We will work with *promotores* (bilingual/bicultural outreach specialists) to reach out to Nevada County's Spanish-speaking business community, and translate outreach materials into Spanish, Nevada County's only other threshold language. SBC is the host of the Sierra Small Business Development Center. Through their Northern California SBDC network, SBC has access to business advisors that speak Spanish, Vietnamese, French, Punjabi, Hindi, Farsi, Pashto, and Dari. Although there are few business owners monolingual in a language other than English or Spanish, it is a strong asset to have technical assistance available if needed. The application itself can be translated into nearly every possible language through the software.

3. Strategic Partnership Plan:

a. In addition to grantmaking entity and fiscal agent, other partners are expected to be included in Program design, please describe applicant’s additional local external partnerships that will be deployed to achieve Program targets and desired outcomes. 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)

Strategic partnerships are central to Nevada County’s program design and strong community partnerships are part of our culture. We have established partnerships in place enabling rapid outreach to microbusiness/small entrepreneurs. We have commitments from partners including small business technical assistance centers, and trusted community messengers to provide outreach, technical assistance, and program support. These partnerships and associated networks will be leveraged to support program outcomes and keep administration costs low so we can deliver the maximum amount to our microbusinesses. Our key partners and how Nevada County works collaboratively with them to ensure that microbusinesses are connected to resources are outlined in Table 2, below.

Partner Entity Description	Partnership Activities to achieve MBCRG Outcomes, provide technical assistance, and reach underserved small business groups
<p><u>Sierra Business Council:</u> SBC is the existing host center for the Sierra Small Business Development Center, serving seven counties across northeastern California. During 2020 the Sierra SBDC became recognized as the region’s leading technical assistance provider with a boots on the ground approach providing critical guidance to small businesses. SBCs intensive collaboration during COVID with Chambers, Downtown</p>	<p>SBC will be the primary external partner for grant administration, providing outreach, administration, and technical assistance. As our contracted economic development partner, NC has worked extensively with SBC, specifically during COVID recovery efforts, to connect businesses with resources available to them, e.g. local, state and federal grants and loans. SBC will provide outreach including posts on website, send to listserv of over 1,000, and collaborate with partners listed above in marketing plan. SBC provides MBCRG technical assistance, including hosting applicant webinar for questions and support. Partner entities will publicize this webinar, which will also be recorded and linked from other sites. SBC will also offer ongoing, one-on-one support through their SBDC. SBC will reach underserved small business groups by connecting with partner entities with whom they work closely and that have direct ties to</p>

Associations, and other resource agencies that provide business support has created a strong and effective partnership network.	communities of focus, including artists, veterans, street vendors, limited-English speakers, and people who may be undocumented. See MOU.
<u>Economic Resource Council</u> - The ERC has supported NC businesses for decades and maintains a strong network.	Outreach: Promoting opportunity on listservs, newsletters, website, social media, information tables at events. ERC long-term, deep connections with the business community. See MOU.
<u>Truckee Downtown Merchants Association</u> - works closely with business networks on the East side of Nevada County.	Promoting opportunity on listservs, newsletters, website, social media, information tables at events. Truckee Downtown Merchants Association helps us reach underserved groups through their newsletter of dozens of Nevada County street vendors. See MOU.
<u>Grass Valley Downtown Association</u> - works closely with business networks on the East side of Nevada County.	Promoting opportunity on listservs, COVID Business Newsletter, website, social media, information tables at events. GVDA helps us reach underserved groups through their newsletter to dozens of Nevada County street vendors. See MOU.
<u>Nevada City Chamber of Commerce</u> promotes commerce in Nevada City, including sole proprietors with \$50k or less in revenue.	Promoting opportunity on listservs, newsletters, website, social media, information tables at events. See MOU. The Chamber helps us reach underserved groups through their newsletter to dozens of Nevada County street vendors.
<u>Nevada County Arts Council</u> (NCAC) is a hub for information on the arts in Nevada County, as well as the State-Local partner with California Arts Council.	Promoting opportunity on listservs, newsletters, website, social media, information tables at events. See MOU. NCAC has local creatives happy hour. NCAC will help reach underserved small business groups through their Local Creatives Happy House; Artists Calendar, and Call to Artists. NCAC's focus on equity engages diverse artists countywide.
Nevada County established the <u>COVID-19 Business Task Force specifically</u> to support small businesses, contracting with a trusted local business professional for direct outreach, newsletter, meetings	Bi-monthly COVID Business Task Force meetings will communicate MBCRG opportunity/resources. These online meetings draw representatives from dozens of local business and nonprofits representing businesses, reaching a broad audience. The MBCRG will be included in the monthly COVID Business Task Force Newsletter and specific eBlasts.
<u>KVMR and KNCO</u> —FM and AM local radio.	Local radio will broadcast PSAs and interviews with County staff.
<u>Yubanet, The Union Newspaper, Moonshine Ink</u>	Local online and print media, sharing PSA notification about the MBCRG opportunity.

<p><u>Other Nonprofits:</u> Center for Nonprofit Leadership (CNL); Sierra Nevada Children’s Services, Family Resource Centers, Childcare Coordinating Council, Alliance for Workforce Development.</p>	<p>The County will leverage relationships with local nonprofits to share with their constituents to reach specific groups like childcare providers or business owners who speak Spanish; as well as the local workforce development office to post and share with small business owners they work with to grow businesses.</p>
<p><u>County Departments</u> – Social Services, CalWorks, Veterans Services, Agricultural Commissioner, and more.</p>	<p>We will utilize the broad reach of our own departments to connect with specific microbusiness sectors, like agricultural or veteran owned businesses, and to people with very limited business income who may be participating in social services.</p>

4. Program Implementation Schedule: (5 points)

Nevada County MBCRG 2022 Proposed Implementation Schedule

January 21 st	Grant Agreement executed by CalOSBA and program begins
January 24 th - March 3 rd	Marketing & Outreach: Two weeks prior to application opening and ongoing until close date, targeted marketing and outreach to microbusinesses including mail, media, social media, email, in-person, and other strategies leveraging strong County and Subcontractor partnerships.
Monday, January 31 st	Applicant Webinar.
Tuesday, February 1 st	Application OPENS.
Friday, March 4 th	Application CLOSES. Application Open for 4.5 weeks during which time marketing will continue. Awards are not first come, first serve but are final upon submission. We will provide intensive technical assistance via a dedicated helpline and hands on support in application. In addition to SBC staff providing technical assistance, Sierra SBDC advisors are available for support in packaging the application, organizing documentation, etc.
Friday, March 18 th	Two-week period to review applications, including County review of Good Standing. Collect incomplete documentation. Rigorous process by SBC staff to ensure eligibility of each application including cross referencing with CA Relief Grant recipients. Eligibility of each application certified by SBC.
March 25 th	Awards announced. Should eligible applications exceed allocated funds from OSBA, a lottery will be performed.
April 8 th	First written report to CalOSBA.
Friday, April 15 th	W9s verified and checks mailed to recipients.

Monday, April 18 th *	*If there are funds remaining, Nevada County will re-open the grant cycle and repeat this timeline, with an expected Round Two completion date of June 30 th ; if funds again remain, we are prepared to re-open grant program.
June 15 th .	Second written report to CalOSBA including number of applications received and grant awards made, the outreach and technical assistance provided, etc.
November 30 th	Program closes.
December 30 th	Final report completed; funds returned to CalOSBA if unexpended.

5. Program Management/Staffing Plan: (5 points)

Nevada County's Executive Office will lead implementation of this grant, with an experienced team providing financial and program oversight, and grants management. Key staff include:

- Caleb Dardick, Projects Administrator: Caleb will provide program oversight. Caleb has recently led implementation of multiple COVID-relief grants programs, including as Project Manager for the Nevada County Relief Fund. Caleb has developed and managed grants for both nonprofits and city and county governments. A native of rural Nevada County, Caleb is well-connected in the community; he leads the county's Economic Development workgroup and understands the landscape and individual realities of small and microbusinesses.
- Ariel Lovett, Senior Administrative Analyst: Ariel will manage the grants program directly, coordinating County, community partners, and SBC to ensure the program is delivered with integrity, on time, and in compliance. Ariel brings over 20 years of experience in grants management, both as a grant writer for public entities and nonprofits, and as a nonprofit executive. Like Caleb, she is an NC native and has worked in public and nonprofit entities serving local LMI communities for over two decades.
- Martin Polt, Chief Fiscal Officer: Martin will provide fiscal oversight as CFO. He has served in County fiscal positions for over 15 years, with the past 6 as CFO. Previously,

he also served as CFO for in homeless and mental health non-profits, reflecting his understanding of LMI communities.

Sierra Business Council has completed 6 years of achieving goals and clean audits. The Sierra SBDC serves a seven-county region made up entirely of rural communities. In 2021 so far, the Sierra SBDC has served 1,086 clients with over 3,000 hours of no-cost advising. The majority of SBC clients have less than ten employees. SBC key staff dedicated to this project are Kristin York and Jessica Carr/ Director and Associate Director of SBC's SBDC. Both have years of experience in technical assistance program management, grant administration and delivery, contract adherence, management of loan portfolios, and more. Many, if not most, of the SBDC's programs are targeted to small and microbusinesses. Additionally, Kristin and Jessica successfully administered \$14m to small and microbusinesses through grant programs that they developed over the course of the last two years.

6. Budget and Financial Management Systems: a. Budget narrative to support the proposed budget submitted as Attachment 1 in Section III below (8 points)

Nevada County's MCBRG budget is simple and streamlined, with only 12% administration cost.

- Staffing: Nevada County's salaries and benefits include Projects Administrator, Senior Administrative Analyst, and Fiscal Staff at approximately 50 hours to support outreach, administration, and compliance, totaling \$7671, or approximately 6% of total allocation.
- Marketing and Outreach Expenses: Targeted social media ad buys are a proven strategy for our community, budgeted at \$2/day for 4.5 weeks to target microbusiness owners.
- Contractual Expenses: Nevada County will contract with SBC for outreach and administration, which will include program related technology (grants portal), and materials, including Spanish translation costs, for \$7989.90 or approximately 6%.
- Microgrants to small businesses: \$107,500 is budgeted for microgrants to small business, or 43 grants of \$2500.

b. Financial management and controls narrative (8 points)

The County of Nevada has extensive experience in applying for and successfully managing grants, including private, state and federal grants, maintaining a stellar track record of successful outcomes, completion, and compliance. The Nevada County Auditor-Controller is the chief accounting officer of the County, responsible for budget control, disbursements, receipts and the accounting and reporting functions of the county's budget. The Auditor-Controller administers the county's major financial, payroll, capital assets, and property tax apportionment systems. The office prescribes and exercises general supervision over the accounting forms and the method of keeping the accounts of all offices and institutions under the control of the Board of Supervisors. The office performs periodic internal audits of the County departments and other entities.

Sierra Business Council has provided services to the community for over 20 years. The funding sources of their programs include federal contracts which generally account for approximately 10-15% of funding and include regular financial reporting as well as periodic audits as part of the contract requirements. Additionally, a financial audit of the organization is performed on an annual basis by an independent CPA firm. Financial management and controls: SBC maintains separate ledgers and transaction journals for all programmatic financial activity. SBC uses QuickBooks Premier Nonprofit Edition software. Within this software, the Customer and Jobs modules are used to separate financial activity by funding agency, award, and contract year. The Class module is used to separate financial transaction activity by Functional Area.

c. Identify Fiscal Agent and include any fees associated with them (4 points)

The County of Nevada is the applicant and will be receiving the funds. Nevada County will subcontract with Sierra Business Council to support with outreach, manage application process and disburse checks. As identified in the budget, a contract of 6% (\$7,989.90) will support SBCs administrative costs.

Exhibit C – Partnership Agreements

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

Nevada County California Microbusiness COVID-19 Relief Grant Program Proposal

Attachment 6: Fiscal Agent/Subcontract Agreement

1. Fiscal agent narrative information
2. MOU between Nevada County and Sierra Business Council specific to MBCRG administration
3. Nevada County Economic Development Contract with Sierra Business Council
4. Nevada County Economic Development Contract Renewal with Sierra Business Council

Fiscal Agent Agreement and Information: Nevada County MBCRG 11.30.2021

Nevada County will contract and partner with Sierra Business Council (SBC) to administer our California Microbusiness COVID-19 Relief Grants.

a. Subcontractor name and address

Sierra Business Council, 10183 Truckee Airport Rd Truckee, CA. 96161

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

We will leverage our existing economic development contract with Sierra Business Council (SBC) to provide business support and administration of the Microbusiness COVID-19 Relief Grant to small businesses across the County. Nevada County and SBC have a well-established, successful partnership expanding economic development resources in the County, including previous grant funding. Prior work with SBC includes five rounds of small business grant funding of CARES Act funds, a Wildfire Relief fund, and ARPA-funded Resiliency Grants of up to \$100,000. SBC has software and system in place to mobilize rapidly and provide exceptional customer service to small businesses. With proven track record, we believe the most efficient and supportive approach to provide maximum funds to our business community as quickly as possible is to continue these services with SBC and expand their role to support Microbusiness COVID-19 Relief grants administration.

b. Description of the relationship, roles, and responsibilities between County/ subcontractor Nevada County will:

- oversee and provide outreach and promotion;
- coordinate with key community partners on targeted marketing;
- leverage strategic partnerships;
- provide fiscal oversight;
- ensure good standing of recipients; and
- provide reports to Cal OSBA.

Fiscal Agent Agreement and Information: Nevada County MBCRG 11.30.2021

Sierra Business Council will:

- Lead application design and create the application
- Provide outreach and promotion
- Coordinate with key community partners on targeted marketing
- Manage the application process
- Provide technical assistance to applicants
- Ensure eligibility of applicants through evaluations and collect required information
- Distribute microgrant funds
- Provide detailed and timely reports to Nevada County
- Ensure funds are distributed in compliance with all applicable law, regulation, and funding entities requirements, per CALIFORNIA MICROBUSINESS COVID-19

RELIEF GRANT PROGRAM GRANTMAKING ENTITY REQUEST FOR
PROPOSALS - ROUND 1, amended November 11, 2021.

d. Subcontractor's previous experience in administering grants or similar programs to micro and small businesses

Sierra Business Council has deployed over \$14 million in grant funding to small businesses since the start of the COVID-19 pandemic on behalf of multiple County agencies utilizing both CARES and ARPA funding. Through 9 separate processes, SBC administered grants to nearly 1,600 small businesses in increments varying from \$1,250 to \$50,000 depending on the size of the business and other program requirements. Each program required detailed reporting, follow-up, business support, technical assistance, program design, application design, and implementation. The vast majority of businesses in our seven County rural region are considered microbusinesses. Furthermore, SBC holds the existing economic development contract with Nevada County.

**Memorandum of Understanding
between
Nevada County Executive Office and
and
Sierra Business Council
12/1/2021 through 12/31/2022**

This is a Memorandum of Understanding (MOU) between County of Nevada, a political subdivision of the State of California, hereinafter referred to as "County", and Sierra Business Council, hereinafter referred to as "SBC" and collectively, the "Parties" (individually as "Party").

WHEREAS, The Parties share the mutual goal of supporting Nevada County's microbusinesses and entrepreneurs by administering the Microbusiness COVID-19 Relief Grant program. The purpose of this partnership is to administer grant funding from CAL OSBA to the hardest to reach microbusinesses and entrepreneurs 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, and to provide them with technical assistance about resources available to them, specifically but not limited to, Nevada County's Microbusiness COVID-19 Relief Grant Program.

NOW, THEREFORE, the parties hereto agree as follows:

Sierra Business Council Responsibilities:

- Lead application design and create the application
- Provide outreach and promotion
- Coordinate with key community partners on targeted marketing
- Manage the application process
- Provide technical assistance to applicants
- Ensure eligibility of applicants through evaluations
- Collect required information
- Distribute microgrant funds
- Provide detailed and timely reports to Nevada County
- Ensure funds are distributed in compliance with all applicable law, regulation, and funding entities requirements, per CALIFORNIA MICROBUSINESS COVID-19 RELIEF GRANT PROGRAM GRANTMAKING ENTITY REQUEST FOR PROPOSALS - ROUND 1, amended November 11, 2021.

County Responsibilities

- Oversee and provide outreach and promotion
- Coordinate with key community partners on targeted marketing
- Leverage strategic partnerships

- Provide fiscal oversight
- Ensure good standing of recipients
- Provide reports to Cal OSBA

Term and Termination:

This MOU will become effective upon execution by all Parties and shall remain in effect through December 31st, 2022 and may be terminated by either Party with thirty (30) days written notice to the other. Changes in either program that alter the conditions of the MOU will result in the need for a new or amended MOU, which shall only be effective when in writing and fully executed by all Parties hereto.

Indemnity:

Nothing herein shall be construed as a limitation of any Party's liability, and each Party shall defend, indemnify and hold harmless the other and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including without limitation defense costs and attorney fees of litigation) which may arise or which such Party may incur as a consequence of any occurrence arising out of this MOU which is occasioned in whole or in part by reason of the willful misconduct, or negligent actions of the indemnifying Party's officers, officials, employees, agents, or volunteers, except to the extent that such claims are caused in whole or in part by any negligent act or omission of the Party being indemnified, or its officers, officials, employees, agents, or volunteers.

Non-Discrimination:

During the performance of this MOU, the Parties shall comply with all applicable Federal, State, and local laws, rules, regulations, and ordinances, including the provisions of the American with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position in which the employee, applicant or client is qualified.

Certificate of Good Standing: Registered non-profits shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and further warrants to keep its status in good standing and effect during the term of this MOU.

We the undersigned, on behalf of the Nevada County Executive Office and Sierra Business Council, approve this document.

Electronic Signatures: The parties acknowledge and agree that this MOU may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g. via pdf) of an original signature.

Nevada County Executive Office
950 Maidu Avenue
Nevada City, California 95959


Sierra Business Council
10183 Truckee Airport Rd
Truckee CA 96161

Authorized Signatures:

The Parties to this MOU represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to execute and deliver this MOU on behalf of the respective Parties.


Entire Understanding:

This MOU represents the entire understanding of the Parties, and no representations have been made or relied upon except as set forth herein.



Alison Lehman, County Executive Officer
County of Nevada

11/23/21
Date



Kristin York, Vice President
Sierra Business Council

11/22/2021 _____
Date

Administering Agency: Nevada County - County Executive Office

Contract No. 20-283

Contract Description: Economic Develop Management Service

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Nevada City, California, as of July 1 2020 by and between the County of Nevada, ("County"), and Sierra Business Council ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed One Hundred Sixty-Five Thousand Dollars (\$165,000.00).**
3. **Term** This Agreement shall commence on July 1, 2020. All services required to be provided by this Agreement shall be completed and ready for acceptance no later than the **Agreement Termination Date** of: June 30, 2021. County reserves the right to renew Contract for a second one or two year term.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Agreement, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall apply shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.

9. **Relationship of Parties**

A. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of the County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

B. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.

C. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Agreement or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Agreement are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Agreement. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a Material Breach of this Agreement, and, in addition to any other remedy available at law or otherwise, shall serve

as a basis upon which County may elect to suspend payments hereunder, or terminate this Agreement, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Agreement** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Agreement. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement.
13. **Standard of Performance** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

Contractor without additional compensation. Contractor's personnel, when on the County's premises and when accessing the County network remotely, shall comply with the County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize the County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by the County's Chief Information Officer or his/her designee.

14. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Agreement shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:

- A. Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - B. Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Agreement.
 - C. Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - D. The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
15. **Accessibility** It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.
16. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
17. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
18. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
19. **Financial, Statistical and Contract-Related Records:**
- A. Books and Records Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.
 - B. Inspection Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
 - C. Audit Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all

books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

20. Termination

- A. A Material Breach, as defined pursuant to the terms of this Agreement or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this agreement, or both, without notice.
- B. If Contractor fails to timely provide in any manner the services materials and products required under this Agreement, or otherwise fails to promptly comply with the terms of this Agreement, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Agreement by giving five (5) calendar days written notice to Contractor.
- C. Either party may terminate this Contract for any reason, or without cause, by giving thirty (30) calendar days written notice to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- D. County, upon giving thirty (30) calendar days written notice to Contractor, shall have the right to terminate its obligations under this Agreement at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Agreement is terminated:

- E. Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- F. County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.
- G. County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

21. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
22. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
23. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
24. **Entirety of Agreement** This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
25. **Alteration** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
26. **Governing Law and Venue** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Agreement shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
27. **Compliance with Applicable Laws** Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.
28. **Additional Contractor Responsibilities**
 - A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Agreement.
 - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Agreement or the clients served herein, including providing any/all records requested by County related thereto.
 - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Agreement, including

fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

29. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF NEVADA:

County Executive Office
950 Maidu Avenue, Ste. 220
Nevada City, CA 95959
(530) 265-7040 (p)
(530) 265-9839 (f)
Attn: Caleb Dardick

CONTRACTOR:

Sierra Business Council
P.O. Box 2428
Truckee, CA 96160
(530) 582-4800 (p)
(209) 336-6429 (f)
Attn: Kristin York

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:


Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

COUNTY OF NEVADA:

By: Heidi Hall Date: Jun 29, 2020

Printed Name/Title: Heidi Hall, Chair, Board of Supervisors

By: 

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

Approved As to Form – County Counsel:

By:  Date: Jun 29, 2020

CONTRACTOR: Sierra Business Council

By: Steven Frisch Date: Jun 26, 2020

Name: Steve Frisch

Title: President

By:  Date: Jun 26, 2020

Name: Betony Jones

Title: Secretary

Exhibits

- A. Schedule of Services
- B. Schedule of Charges and Payments
- C. Insurance Requirements

EXHIBIT A

SCHEDULE OF SERVICES

Contractor and County agree to enter into a contract in the maximum amount not to exceed \$165,000 to provide comprehensive economic development services in Eastern and Western Nevada County that provide a) business technical assistance, b) business outreach to foster private business leadership and networking to increase job creation, higher wage jobs and industry diversification, c) warm hand-off services to the County Community Development Agency (CDA), and d) promote the expansion of rural broadband and implementation of the Nevada County Broadband Strategic Plan. Contractor shall work with County to prioritize the below scope of services.

The term of the contract is from the date of execution until June 30, 2021.

Contractor will provide the following services within each identified category during the term of this contract:

1. **Business Technical Assistance**

On an ongoing basis, the Contractor will provide a robust business technical assistance program in both western and eastern Nevada County that promotes the retention and expansion of existing and new businesses and higher-wage job creation. Business technical assistance will include, but not limited to:

- A. Provide resources to businesses that include business planning, financial planning, strategic planning, needs assessments, workforce recruitment and development planning.
 - 1. Provide free direct one-on-one business counseling and workshops services through the Sierra Small Business Development Center (SBDC) that include but are not limited to:
 - a. Business Planning & Business Model Canvas
 - b. Cash flow management
 - c. Access to capital
 - d. Human Resources
 - e. Social Media and Marketing
 - f. Web-based Commerce
 - g. QuickBooks
 - 2. Provide free virtual educational business technical assistance webinars.
 - 3. Collaborate with the workforce development partners such as the Northern Rural Training Employment Consortium (NoRTEC) service providers, and Nevada County Social Services for workforce recruitment and development planning.
- B. Promote business assistance services through pro-active outreach marketing strategies to all industry and sector stakeholders and occupational needs that include:
 - 1. Outreach efforts to address areas that impact businesses, such as the COVID-19 Pandemic recovery efforts, business expansion efforts and business startup efforts.

2. Host an annual Economic Development Summit that includes both Eastern and Western Nevada County.
- C. Facilitate access to business resources such as investor capital, relocation services, grants, and other applicable federal, state and local resources that include but are not limited to:
 1. Sierra Business Development Center Tech Future Groups Program
 2. Economic Development Agency (EDA) Programs
 3. Small Business Administration (SBA) Programs
 4. United States Department of Agriculture (USDA) Rural Development Programs
 5. California Governor's Office of Business and Economic Development (GO-Biz)
 6. Rural County Representatives of California (RCRC) and Golden State Finance Authority (GSFA) Programs and related programs and affiliates.
- D. Provide resources to businesses to address workforce needs such as recruitment and training in collaboration with workforce development organizations, Social Services/CalWORKs, Sierra College, and others.
 1. Maintain status as a registered contractor with the California Employment Development Agency to provide Employment Training Panel (ETP) workforce development and recruitment programs and services to eligible private sector employers.

2. **Warm-Hand Off Coordination Services**

- A. On an ongoing basis, the Contractor will provide warm-handoff coordination services between new and existing businesses/developers and Nevada County Community Development Agency (CDA) including the Planning Department, Building Department, Public Works, Environmental Health, Cannabis Compliance, Code Compliance, and other designated executive staff. In addition:
 1. Serve as an Ombudsmen for businesses engaging in community development activities with Nevada County Departments and Divisions.
 2. Meet with representatives from other governing bodies and community organizations to encourage cooperative action or resolve problems.
 3. Develop professional relationships with economic and workforce development providers, partners, regulatory and government agencies within Nevada County.
- B. Assist CDA to deliver timely, transparent and consistent services by advising and providing referral resources to new or existing businesses who need assistance navigating permitting and other regulatory processes that include:
 1. Provide follow-up services on all referrals for assistance provided by CDA.
 2. Periodically review County CDA pulled permits with corresponding business outreach to facilitate access to business technical resources, and private business collaboration.
 3. Develop and implement a collaborative marketing strategy with CDA to promote educational programming to help businesses understand the permitting and regulatory process.
 4. Facilitate and coordinate business networking with CDA to identify opportunities to streamline development projects, overcome barriers that assist both CDA and Private Business efforts that promote economic development and the creation, retention and expansion of jobs.

5. Work with business owners, investors, and developers to encourage and facilitate new investment in the community.
 6. Develop objective and transparent relationship with CDA to provide timely feedback from the business community perspective and vice versa - provide objective input to the business community from the County's perspective.
- C. Provide recommendations and innovative solutions for infrastructure development and developer partnership opportunities, and other economic development strategies that include:
1. Develop a process for impact analysis, feasibility and review of infrastructure development projects, developer partnership opportunities and other economic development strategies to support the County's efforts to promote infrastructure development and projects identified in the Comprehensive Economic Development Strategy (CEDS).
 2. Provide recommendations and facilitate efforts to advance shovel ready projects with applicable funding opportunities that promote economic development and the strategies identified in the Nevada County General Plan - Area Plans and unincorporated communities of interest that include Penn Valley, Higgins Corner/Combie Corridor, Loma Rica Industrial Park, Soda Springs, North San Juan, and other communities of interest in the unincorporated area of the county.
- D. Communicate and coordinate services, where applicable, to incorporated jurisdictional development departments of the City of Grass Valley, City of Nevada City, and Town of Truckee. Efforts will include:
1. Promote opportunities to develop positive, transparent and multi-beneficial relationships between the County and incorporated areas that support important development projects in broadband expansion, policy development, increase of Transient Occupancy Tax (TOT), the development of a Tourism Business Improvement District (TBID) and other opportunities.
 2. Support opportunities that promote the development of housing in partnership with Nevada County Housing and Community Services, CDA and Regional Housing Authority, non-profit and private developers.
 3. Provide support that advances a coordinated approach to strengthen targeted industries that promote industry diversification in the local economy.

3. **Inclusive Private Business Collaboration**

- A. On an ongoing basis, the Contractor will engage, maintain and leverage private businesses in an inclusive collaborative manner to support, promote, provide and inform the economic activities that support and promote sustainable economic development.
1. Partner with local private business stakeholders and associations to foster leadership opportunities of private industry stakeholders that engage all sectors including but not limited to technology, manufacturing, education, healthcare, cannabis, the arts, real estate, construction, and financial services.
 2. Promote and support preliminary discussions that leverage pre-existing relationships and synergies within the Business Community around the future development of a Regional Economic Development Plan.

B. Promote and participate in local and regional networking events, workshops and applicable economic development association organizations.

1. Engage and work with established and emerging organizations and regional private sector associations that include but not limited to Nevada County Economic Resource Council, California Manufacturing Technology Consulting (CMTC), Nevada County Contractors Association, Contractors Association of Truckee Tahoe, Nevada County Association of Realtors, Nevada County Arts Council, Chamber of Commerce organizations, Grass Valley Downtown Association, Truckee Downtown Merchants Association, Donner Summit Association, Nevada County Cannabis Alliance, and Sierra Commons.

4. **Promote the Expansion of Rural Broadband**

A. On an ongoing basis, Contractor shall provide services that promote the expansion of rural broadband through implementing strategies identified in the Nevada County Broadband Strategy Plan and leveraging federal and state funding mechanisms.

1. Provide services to implement aspects of the Nevada County Broadband Strategy Plan Implementation Strategy & Priority Actions Steps that include but are not limited to:
 - a. Support Efforts to promote Nevada County digital leadership
 - b. Support project implementation & manage communications
 - c. Support micro-mesh networks for incremental economic development
 - d. Work with local ISPs to evaluate and leverage public funding opportunities
2. Provide liaison services to promote and obtain resources for rural broadband expansion through federal, state, and emergency funding opportunities.
3. Provide feedback on the development of a Nevada County Dig Once Policy, including identifying funding opportunities for implementation.
4. Pending Board approval, participate and support the administration of the Broadband Last-Mile Broadband Grant Program in FY2020/21 that includes:
 - a. Provide recommendations on how to improve the Broadband Last-Mile Broadband Grant Program.
 - b. Assist in soliciting Internet Service Providers (ISPs) for Grant submittal applications
 - c. Facilitate and participate with County in the Grant selection process.
 - d. Administer and monitor a Nevada County Local Last-Mile Broadband Grant that includes:
 1. Evaluating project progress and metrics to be used for project updates and evaluation to be submitted to IGS.
 2. Monitoring Grant progress that include any and all required project milestone and benchmarks.
 3. Reviewing and approving all project reports that meet Grant Criteria.
 4. Monitoring and approving all Grant Payment and invoicing for County's consideration and approval.

5. **Deliverables**

- A. Contractor shall collect information on services delivered in accordance with Section 1 Business Technical Assistance Subsections A & B. Potential metrics include but are not limited to data on the number of business served, types of businesses and industries served, types of occupations served (higher wage jobs), type of services provided, number of workshops provided, number of workshop attendees, areas served, estimated number of jobs created and/or retained as a result of services provided.
- B. Contractor shall collect information on facilitation services delivered in accordance with Section 1 Business Technical Assistance Subsections C and D. Potential metrics include but are not limited to the amount of investor capital infused, number of relocated businesses, number of grants applied and obtained, and other applicable federal, state and local resources, including number of businesses served, sources of resources, estimated infusion of capital.
- C. Contractor shall collect information on facilitation services delivered in accordance with Section 2 Warm-Handoff Coordination Services Subsections A and B. Potential metrics should relate to outputs and outcomes of warm-handoff coordination services with the jurisdictional development agencies. This includes data on the number of business served, types of businesses and industries served, type of coordinated services and identification of jurisdictional development department divisions involved. Contractor will also collect information on the types of permits needed and business feedback.
 - 1. Contractor will meet with Nevada County CDA staff on a regular basis as mutually agreed by CDA Director and Contractor, but no less than monthly, to implement and operate warm-handoff coordination services and is strongly encouraged to meet with the cities/town as well.
 - 2. Contractor shall track all pulled commercial permits from the Community Development Agency on a bi-weekly basis or as other mutually agreed schedule and track feedback received from business.
 - 3. Contractor will document efforts to promote networking opportunities and make available applicable resources. Contractor shall track applicable business feedback provided to CDA.
- D. Contractor will meet with County Executive Staff and provide recommendation reports, memos or other transmittals as applicable in accordance with services delivered in accordance with Section 2 Warm-Handoff Coordination Services Subsections C and D.
- E. Contractor shall collect information on services delivered in accordance with Section 3 Inclusive Private Business Collaboration. Potential metrics include but are not limited to marketing activities, annual economic development summit activities, organizational partnerships, and networking activities. Contractor will also track activities that relate to developmental opportunities, including any work with Nevada County Housing and Community Services and Cities/Town.
- F. Contractor shall collect information on services delivered in accordance with Section 4 Promote the Expansion of Rural Broadband. Potential metrics include but are not limited to the number of connections created, number of business and/or households served, number of applicable ISPs, measured outcomes of strategy goals and activities, and sources and resources infused by federal state, regional or local resources.

Provide an annual presentation to the Board of Supervisors on all contract activities. At the request of County, Contractor will be available to participate in an update presentation with County staff at the Annual Board of Supervisors' Workshop in January 2021.

6. **Contractor Obligations:**

- A. Contractor shall maintain an office location/available physical presence in both Eastern and Western Nevada County that is available to the public on a consistent and routine basis, as mutually agreed by Contractor and County in order to better serve the entire business community. Service locations may change periodically, but may include:
 - 1. 10183 Truckee Airport Road, Truckee
 - 2. 104 New Mohawk Road, Nevada City
 - 3. 792 Searls Avenue, Nevada City
 - 4. 950 Maidu Avenue, Nevada City
 - 5. Other locations as identified by Contractor that include client business offices, storefronts, Chamber of Commerce organizations, and other locations.
- B. Contractor shall maintain a website with accurate and timely information on the hours and time of operations, an updated list of physical locations, and contact information. Contractor shall provide County with an updated schedule of operations at all times.
- C. Contractor shall participate in economic development forums on best practices and regional activities such as the California Association for Local Economic Development, Rural County Representatives of California, Economic Development Agency, (EDA), and other applicable associations and organizations

7. **Reporting Requirements**

Contractor shall comply with the following reporting requirements:

Upon execution of this agreement, Contractor shall work with County Staff to develop a mutually agreeable Monthly, Quarterly and Annual Report that provides narrative, quantitative and qualitative information on the deliverables outlined in Section 1.5. Reports shall be submitted with the associated period invoice. Should County request additional or clarifying information, Contractor shall have 10 days to provide a written or other applicable response with the requested information.

- A. On a quarterly basis, Contractor shall provide a detailed report on all schedule of services including monthly financial reports.
- B. At the end of the fiscal year, Contractor shall provide an annual report on all schedule of service activities, including an annual financial report.
- C. At the end of the fiscal year, Contractor shall provide an annual presentation on all schedule of service activities to the Board of Supervisors, including a summary of all financial activity.

EXHIBIT B**SCHEDULE OF CHARGES AND PAYMENTS**Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this contract shall be borne by the Contractor.

The total of all payments made under this agreement shall not exceed the amount shown in Section 2 of this contract.

Invoices shall be paid through 0101-10902-451-1000/521520

Payment Schedule:

Monthly Period	Invoice Due Date	Accompanying Report	Amount
0	July 5, 2020	Contract Commencement	\$ 13,750.00
1	5-Aug-20	Invoice Only	\$ 13,750.00
2	5-Sep-20	Invoice Only	\$ 13,750.00
3	5-Nov-20	Quarterly Report	\$ 13,750.00
4	5-Dec-20	Invoice Only	\$ 13,750.00
5	5-Jan-21	Invoice Only	\$ 13,750.00
6	5-Feb-21	Quarterly Report	\$ 13,750.00
7	5-Mar-21	Invoice Only	\$ 13,750.00
8	5-Apr-21	Invoice Only	\$ 13,750.00
9	5-May-21	Quarterly Report	\$ 13,750.00
10	5-Jun-21	Annual Presentation	\$ 13,750.00
11	5-Jul-21	Annual Report	\$ 13,750.00
		Total	\$ 165,000.00

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Contractor will be subject to final acceptance by the County project manager(s). Below is an example of an invoice template that Contractor may use or portions thereof to ensure contract expenditures transparently correspond with submitted reports.

Invoice Example**Invoice Date:**

4/5/2021

Invoice Period: 3**Staffing**

Deliverable Section	Activity Description/Report Reference	Date/Date Range	Staff Position/Rate/Flat Fee	HRS	Total Cost	Funding Match %	Invoice Charge
1.4.1: Business Technical Assistance	Workshops/SB DC Business Consulting	3/1-3/30	Program Analyst/\$45	138	\$ 6,210.00	50%	\$ 3,105.00
1.4.3: Warm handoff Coordination	Meeting w/ Developers/Permits	3/1-3/30	Admin/\$42	16	\$ 720.00	50%	\$ 360.00
1.4.5: Rural Broadband Expansion	Meeting w/ ISPs	3/7; 3/23	Director/\$90	6	\$ 540.00	50%	\$ 270.00
Direct Projects							
Deliverable Section	Activity Description	Date/Date Range	Subcontract/Admin	HRS	Total Cost	Funding match	Invoice Charge
1.4.1: Business Technical Assistance	SBDC Admin	3/12-3/26	Subcontract - ERC	80	\$ 5,000.00	50%	\$ 2,500.00
1.4.4: Inclusive Business Collaboration	Annual Summit	3/27/2021	Subcontract ERC	N/A	7,500	0%	\$ 7,500.00
Total Invoice							\$ 13,735.00

Submit all invoices to:

Nevada County County Executive Office

Attn: Caleb Dardick

Caleb.Dardick@co.nevada.ca.us;

950 Maidu Avenue, Ste. 220

Nevada City, CA 95959

Payment Schedule

The County will make payment within thirty (30) days after the billing is received and approved by County and as outlined in the Scope of Work and Deliverables.

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Agreement shall be made by Automated Clearing House (ACH). In the event County is unable to release payment by ACH the Contractor agrees to accept payment by County warrant.

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract 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 by the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. **(Note – required only if auto is used in performance of work, submit waiver to Risk for approval to waive this requirement)**
3. **Workers' Compensation** insurance 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. **(Not required if contractor provides written verification it has no employees).**
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or 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.

Other Insurance Provisions:

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

1. **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the 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 both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
2. **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.

4. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or 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 affect 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. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
6. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
7. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the 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.
8. **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
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. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
10. **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.
11. **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.
12. **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

13. **Material Breach** Failure of the Contractor to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.
14. **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

SUMMARY OF CONTRACT

Contractor Name Sierra Business Council

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

Description of Services- Economic Development Management Services

SUMMARY OF MATERIAL TERMS

Maximum Annual Contract Price: 165,000
Contract Beginning Date: 7/1/2020 **Contract Termination Date:** 6/30/2021

Liquidated Damages: N/A

INSURANCE POLICIES

Designate all required policies:		Req'd
Commercial General Liability	(\$2,000,000)	✓
Automobile Liability	(\$1,000,000)	✓
Worker's Compensation	(Statutory Limits)	✓
Professional Errors and Omissions	(\$2,000,000)	✓

LICENSES AND PREVAILING WAGES

Designate all required licenses:
N/A

NOTICE & IDENTIFICATION

Contractor:
 Sierra Business Council
 10183 Truckee Airport Road
 Truckee, CA 96161

County of Nevada:
 County Executive Office
 950 Maidu Ave.
 Nevada City, CA 95959

Contact Person: Kristin York
 (530) 582-4800
 e-mail: kyork@sierrabusiness.org

Contact Person: Caleb Dardick
 (530) 470-2649
 e-mail: Caleb.Dardick@co.nevada.ca.us

Contractor is a: (check all that apply)

Corporation:	<input type="checkbox"/> Calif.,	<input type="checkbox"/> Other,	<input type="checkbox"/> LLC,	<input checked="" type="checkbox"/> Non-profit
Partnership:	<input type="checkbox"/> Calif.,	<input type="checkbox"/> Other,	<input type="checkbox"/> LLP,	<input type="checkbox"/> Limited
Person:	<input type="checkbox"/> Indiv.,	<input type="checkbox"/> Dba,	<input type="checkbox"/> Ass'n	<input type="checkbox"/> Other

EDD: Independent Contractor Worksheet Required: Yes No

ATTACHMENTS

Designate all required attachments:	Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	✓
Exhibit B: Schedule of Charges and Payments (Paid by County)	✓
Exhibit C: Insurance Requirements (Required by Contractor)	✓











SR 20-2953-6-23-20-Sierra Business Counsel Contract

Final Audit Report

2020-06-30


Created:	2020-06-17
By:	Desiree Belding (desiree.belding@co.nevada.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEuJUkzT4Yr5oxNxxxVwEU1rL6qsPtapi


"SR 20-2953-6-23-20-Sierra Business Counsel Contract" History


-  Document created by Desiree Belding (desiree.belding@co.nevada.ca.us)
2020-06-17 - 8:12:55 PM GMT- IP address: 104.7.197.43
-  Document emailed to kyork@sierrabusiness.org for delegation
2020-06-17 - 8:17:04 PM GMT
-  Email viewed by kyork@sierrabusiness.org
2020-06-17 - 9:10:30 PM GMT- IP address: 66.249.84.31
-  Document signing delegated to Steven Frisch (sfrisch@sierrabusiness.org) by kyork@sierrabusiness.org
2020-06-17 - 10:55:14 PM GMT- IP address: 184.23.135.71
-  Document emailed to Steven Frisch (sfrisch@sierrabusiness.org) for signature
2020-06-17 - 10:55:14 PM GMT
-  Email viewed by Steven Frisch (sfrisch@sierrabusiness.org)
2020-06-17 - 10:57:41 PM GMT- IP address: 66.249.80.96
-  Email viewed by Steven Frisch (sfrisch@sierrabusiness.org)
2020-06-26 - 1:01:39 PM GMT- IP address: 66.249.80.159
-  Document e-signed by Steven Frisch (sfrisch@sierrabusiness.org)
Signature Date: 2020-06-26 - 1:47:50 PM GMT - Time Source: server- IP address: 47.208.198.152
-  Document emailed to kyork@sierrabusiness.org for delegation
2020-06-26 - 1:47:50 PM GMT
-  Email viewed by kyork@sierrabusiness.org
2020-06-26 - 1:49:30 PM GMT- IP address: 66.249.84.163





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2020-06-26 - 1:59:31 PM GMT- IP address: 174.222.6.56

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2020-06-26 - 1:59:31 PM GMT


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2020-06-26 - 3:14:07 PM GMT- IP address: 99.33.84.67


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Signature Date: 2020-06-26 - 3:14:39 PM GMT - Time Source: server- IP address: 99.33.84.67

 Document emailed to Desiree Belding (desiree.belding@co.nevada.ca.us) for approval
2020-06-26 - 3:14:40 PM GMT


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2020-06-26 - 8:27:24 PM GMT- IP address: 174.208.2.146

 Document approved by Desiree Belding (desiree.belding@co.nevada.ca.us)
Approval Date: 2020-06-26 - 8:27:34 PM GMT - Time Source: server- IP address: 174.208.2.146

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2020-06-26 - 8:27:36 PM GMT

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2020-06-29 - 6:15:54 PM GMT- IP address: 192.252.8.14

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2020-06-29 - 6:15:54 PM GMT


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2020-06-29 - 7:48:29 PM GMT- IP address: 209.222.120.48

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Signature Date: 2020-06-29 - 7:56:56 PM GMT - Time Source: server- IP address: 209.222.120.48

 Document emailed to Julie Patterson-Hunter (Julie.Patterson-Hunter@co.nevada.ca.us) for signature
2020-06-29 - 7:56:57 PM GMT

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2020-06-29 - 8:20:49 PM GMT- IP address: 192.252.8.14

 Document e-signed by Julie Patterson-Hunter (Julie.Patterson-Hunter@co.nevada.ca.us)
Signature Date: 2020-06-29 - 8:20:55 PM GMT - Time Source: server- IP address: 192.252.8.14

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2020-06-29 - 8:20:57 PM GMT



 Email viewed by county.counsel@co.nevada.ca.us

2020-06-29 - 10:03:38 PM GMT- IP address: 192.252.8.14

 Document signing delegated to K.L.Elliott (kit.elliott@co.nevada.ca.us) by county.counsel@co.nevada.ca.us

2020-06-29 - 10:10:06 PM GMT- IP address: 192.252.8.14

 Document emailed to K.L.Elliott (kit.elliott@co.nevada.ca.us) for signature

2020-06-29 - 10:10:06 PM GMT

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2020-06-29 - 11:58:58 PM GMT- IP address: 108.246.15.53

 Document e-signed by K.L.Elliott (kit.elliott@co.nevada.ca.us)

Signature Date: 2020-06-30 - 0:26:57 AM GMT - Time Source: server- IP address: 108.246.15.53

 Document emailed to Tine Mathiasen (cob@co.nevada.ca.us) for delivery

2020-06-30 - 0:26:58 AM GMT

 Email viewed by Tine Mathiasen (cob@co.nevada.ca.us)

2020-06-30 - 5:18:44 PM GMT- IP address: 192.252.8.14

 Document receipt acknowledged by Tine Mathiasen (cob@co.nevada.ca.us)

Acknowledgement receipt hosted by Desiree Belding (desiree.belding@co.nevada.ca.us)

Receipt Acknowledgement Date: 2020-06-30 - 5:20:17 PM GMT - Time Source: server- IP address: 192.252.8.14

 Signed document emailed to Heidi Hall (heidi.hall@co.nevada.ca.us), Tine Mathiasen (cob@co.nevada.ca.us), kyork@sierrabusiness.org, Betony Jones (betony.jones@nextgenpolicy.org), and 7 more

2020-06-30 - 5:20:17 PM GMT





Renewal Request

May 11, 2021

Steve Frisch, President
Sierra Business Council
P.O. Box 2428
Truckee, CA 96160

Via Email to: Kristin York, Vice President, kyork@sierrabusiness.org

Re: Professional Services Contract – Contract No. 20-283 & Economic Develop Management Service

Dear Mr. Frisch,

Nevada County awarded the above Professional Services Contract to your firm for the period of July 1, 2020 through June 30, 2021 on behalf of the County Executive Office. The department has been satisfied with the services you have provided over this period. The County Purchasing Policy allows the option to renew for another one year, provided the terms can be satisfactorily negotiated.

The County is considering renewal of the contract for the period of July 1, 2021 through June 30, 2022. Please note your decision below, then sign and return this letter, along with a copy of your current insurance documents by email **no later than May 21, 2021**.

Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest. **The following item is required with your renewal response:**

_____ Certificate of Insurance with the minimum coverage shown in the original Contract (attached.)

If you have any questions regarding this process, please feel free to call me at 530-557-5044.

Caleb Dardick
Project Administrator, CEO's Office
Caleb.dardick@co.nevada.ca.us

AS AUTHORIZED REPRESENTATIVE(S) OF THIS FIRM, I/WE:

_____ Agree to a one-year renewal of the above Professional Services Contract for the exact same pricing, terms and conditions and have signed the Renewal Amendment attached as well as included updated insurance as required.

SF Agree to a one-year renewal of the above Professional Services Contract with changes and would like to discuss with you further prior to signing the Renewal Amendment.



**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES
CONTRACT NO. 20-283**

FOR Economic Develop Management Service

This Amendment dated 5/11/2021 by and between County of Nevada (County) and Sierra Business Council (Contractor).

This Amendment is effective as of the date this Amendment is fully executed.

WHEREAS, the County entered into a Professional Services Contract (Contract), identified below:

Original Contract/Previous Renewal	
Contractor's Full Legal Name:	Sierra Business Council
Contract Description:	Economic Develop Management Service
Contract Number	20-283
Beginning date of Contract:	7/1/2020
Original Contract end date:	6/30/2021
Prior Amendment date(s), Res# and reason for amendment	n/a
Current Amendment end date	6/30/2022
Number of Renewals allowed	2

WHEREAS, the parties wish to extend the Contract and have renewals remaining under the Contract;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended, under the original price, terms and conditions, for an additional term as follows:

New Contract Term	
Beginning date of new Contract term:	7/1/2021
End date of new Contract term:	6/30/2022
Maximum annual Contract price of new contract term FY 21/22	\$178,300
Contract extension No.	1

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to extend the contract for an additional term.

2. **ADDITIONAL CONTRACT MODIFICATIONS.** Additionally, the parties agree that the original terms will be modified as follows:

Changes to the scope of work in Exhibit A will include the following:

Changes to the Scope of Work for FY21-22:

1. Provide onsite staff presence at the ERAC as needed to support SBC's key deliverables related to Business Technical Assistance; Warm Handoff Coordination; Inclusive Business Collaboration; and Rural Broadband Expansion.
2. Manage the Nevada County Relief Fund
3. Representation in the Comprehensive Economic Development Strategy (CEDS) activities
4. Membership in the Sierra Consortium for regional advocacy
5. Management of the Buxton contract to facilitate "warm hand-off" with CDA of new or expanding businesses with focus on business recruitment for vacancies and/or new developments in South County, municipal downtowns, etc. (*contract pending*)
6. Provide technical assistance to businesses in coordination with Sierra Commons and the Economic Resource Council (ERC) such as Business Ignitor workshops and peer group counseling for new businesses, and other specialized workshops such as "So you want to start a business?"
7. Coordinate with ERC Board and assist with ERC conference in fall 2021
8. Provide direct technical assistance for Covid-19 recovery; access to grants/loans (e.g. participate in Business webinars and other educational forums)
9. Develop Resiliency initiatives focused on energy savings and job creation
10. Provide leadership to coordinated Grants Committee to attract resources to County and improve our competitiveness to win grants for County objectives and collaborative work with partners
11. Provide leadership in coordinated legislative advocacy work at state and federal level through the Sierra Consortium
12. Participate in Broadband workgroup and assist with accomplishing its workplan
13. Manage the "Last-Mile" Broadband Grant program
14. Update Broadband Strategy document
15. Evaluate the feasibility of a pilot "line extension" grant program
16. Provide quarterly updates for the Board report

Changes to Exhibit B, schedule of charges and payment, will not exceed the amount of \$178,300, which includes a 2% increase to the original contract of \$165,000, plus \$5,000 for the CEDS contribution, and \$5,000 for membership in the Sierra Consortium.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties.

This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

For Nevada County:

Signature: _____ Date: _____
Name: Dan Miller
Title: Chair, Board of Supervisors

Attest:

Signature: _____ Date: _____
Name: Julie Patterson Hunter
Title: Clerk of the Board of Supervisors

For Contractor:

Signature: Steve R. Frisch Date: 5/14/2021
Name: Steve Frisch
Title: President

Nevada County California Microbusiness COVID-19 Relief Grant Program Proposal

Attachment 4: Partnership Agreements

1. Nevada County Arts Council
2. Grass Valley Downtown Association
3. Nevada County Economic Resource Council
4. Nevada County Chamber of Commerce
5. Truckee Downtown Merchants Association

**Memorandum of Understanding
between
Nevada County Executive Office and
and
Nevada County Arts Council
12/1/2021 through 11/30/2022**

This is a Memorandum of Understanding (MOU) between County of Nevada, a political subdivision of the State of California, hereinafter referred to as "County", and Nevada County Arts Council, hereinafter referred to as "Nevada County Arts Council" and collectively, the "Parties" (individually as "Party").

WHEREAS, The Parties share the mutual goal of supporting Nevada County's microbusinesses and entrepreneurs. The purpose of this partnership is to connect with the hardest to reach microbusinesses and entrepreneurs 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, to provide them with information about resources available to them, specifically but not limited to, Nevada County's Microbusiness COVID-19 Relief Grant Program.

NOW, THEREFORE, the parties hereto agree as follows:

Nevada County Arts Council Responsibilities:

- Provide information to members/constituents regarding Nevada County's California Microbusiness COVID-19 Relief Grant Program in relevant outreach activities, such as:
 - Email outreach to appropriate list-servs;
 - Inclusion in newsletter(s);
 - Posting information about Nevada County's Microbusiness COVID-19 Relief Grant Program on website, including "Call to Artists";
 - Posting information about Nevada County's Microbusiness COVID-19 Relief Grant Program on social media;
 - Making promotional material available at place of business and events; and
 - Other outreach activities.

County Responsibilities

- County or designee will provide information about resources available to microbusiness and entrepreneurs, such as the Nevada County California Microbusiness COVID-19 Relief Grant Program, and will offer resources such as:
 - Emailed information;
 - Links to application information including eligibility guidelines and the application portal;
 - Print materials; and
 - Shareable social media posts.

Compensation:

The Parties shall each provide services hereunder in-kind, and neither Party shall be obligated to compensate the other Party in any other manner.

Term and Termination:

This MOU will become effective upon execution by all Parties and shall remain in effect through November 30, 2022 and may be terminated by either Party with thirty (30) days written notice to the other. Changes in either program that alter the conditions of the MOU will result in the need for a new or amended MOU, which shall only be effective when in writing and fully executed by all Parties hereto.

Indemnity:

Nothing herein shall be construed as a limitation of any Party's liability, and each Party shall defend, indemnify and hold harmless the other and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including without limitation defense costs and attorney fees of litigation) which may arise or which such Party may incur as a consequence of any occurrence arising out of this MOU which is occasioned in whole or in part by reason of the willful misconduct, or negligent actions of the indemnifying Party's officers, officials, employees, agents, or volunteers, except to the extent that such claims are caused in whole or in part by any negligent act or omission of the Party being indemnified, or its officers, officials, employees, agents, or volunteers.

Non-Discrimination:

During the performance of this MOU, the Parties shall comply with all applicable Federal, State, and local laws, rules, regulations, and ordinances, including the provisions of the American with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position in which the employee, applicant or client is qualified.

We the undersigned, on behalf of the Nevada County Executive Office and Nevada County Arts Council, approve this document.

Electronic Signatures: The parties acknowledge and agree that this MOU may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g. via pdf) of an original signature.

Nevada County Executive Office

950 Maidu Avenue
Nevada City, California 95959

Nevada County Arts Council

128 East Main Street
Grass Valley, California 95945

Authorized Signatures:

The Parties to this MOU represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to execute and deliver this MOU on behalf of the respective Parties.

Entire Understanding:

This MOU represents the entire understanding of the Parties, and no representations have been made or relied upon except as set forth herein.



Alison Lehman, County Executive Officer
County of Nevada



Date



Eliza Tudor, Executive Director
Nevada County Arts Council

November 18, 2021

Date

**Memorandum of Understanding
between
Nevada County Executive Office and
and
Grass Valley Downtown Association
12/1/2021 through 11/30/2022**

This is a Memorandum of Understanding (MOU) between County of Nevada, a political subdivision of the State of California, hereinafter referred to as "County", and Grass Valley Downtown Association, hereinafter referred to as "GVDA" and collectively, the "Parties" (individually as "Party").

WHEREAS, The Parties share the mutual goal of supporting Nevada County's microbusinesses and entrepreneurs. The purpose of this partnership is to connect with the hardest to reach microbusinesses and entrepreneurs 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, to provide them with information about resources available to them, specifically but not limited to, Nevada County's Microbusiness COVID-19 Relief Grant Program.

NOW, THEREFORE, the parties hereto agree as follows:

GVDA Responsibilities:

- Provide information to members/constituents regarding Nevada County's California Microbusiness COVID-19 Relief Grant Program in relevant outreach activities, such as:
 - Email outreach to appropriate list-serves;
 - Inclusion in newsletter(s);
 - Posting information about Nevada County's Microbusiness COVID-19 Relief Grant Program on website;
 - Posting information about Nevada County's Microbusiness COVID-19 Relief Grant Program on social media;
 - Posting information about Nevada County's Microbusiness COVID-19 Relief Grant Program on community calendars
 - Announcing information about Nevada County's Microbusiness COVID-19 Relief Grant Program in radio interviews
 - Making promotional material available at place of business and events; and
 - Other outreach activities.

County Responsibilities

- County or designee will provide information about resources available to microbusiness and entrepreneurs, such as the Nevada County California Microbusiness COVID-19 Relief Grant Program, and will offer resources such as:
 - Emailed information;

- Links to application information including eligibility guidelines and the application portal;
- Print materials; and
- Shareable social media posts.

Compensation:

The Parties shall each provide services hereunder in-kind, and neither Party shall be obligated to compensate the other Party in any other manner.

Term and Termination:

This MOU will become effective upon execution by all Parties and shall remain in effect through November 30, 2022 and may be terminated by either Party with thirty (30) days written notice to the other. Changes in either program that alter the conditions of the MOU will result in the need for a new or amended MOU, which shall only be effective when in writing and fully executed by all Parties hereto.

Indemnity:

Nothing herein shall be construed as a limitation of any Party's liability, and each Party shall defend, indemnify and hold harmless the other and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including without limitation defense costs and attorney fees of litigation) which may arise or which such Party may incur as a consequence of any occurrence arising out of this MOU which is occasioned in whole or in part by reason of the willful misconduct, or negligent actions of the indemnifying Party's officers, officials, employees, agents, or volunteers, except to the extent that such claims are caused in whole or in part by any negligent act or omission of the Party being indemnified, or its officers, officials, employees, agents, or volunteers.

Non-Discrimination:

During the performance of this MOU, the Parties shall comply with all applicable Federal, State, and local laws, rules, regulations, and ordinances, including the provisions of the American with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position in which the employee, applicant or client is qualified.

We the undersigned, on behalf of the Nevada County Executive Office and Grass Valley Downtown Association, approve this document.

Electronic Signatures: The parties acknowledge and agree that this MOU may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g. via pdf) of an original signature.

Nevada County Executive Office

950 Maidu Avenue
Nevada City, California 95959

Grass Valley Downtown Association

125 Neal Street
Grass Valley, California 95945

Authorized Signatures:

The Parties to this MOU represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to execute and deliver this MOU on behalf of the respective Parties.

Entire Understanding:

This MOU represents the entire understanding of the Parties, and no representations have been made or relied upon except as set forth herein.



Alison Lehman, County Executive Officer
County of Nevada

11/23/21

Date



Marni Marshall, Executive Director
Grass Valley Downtown Association

11/18/21

Date

Memorandum of Understanding
between
Nevada County Executive Office and
and
Nevada County Economic Resource Council
12/1/2021 through 11/30/2022

This is a Memorandum of Understanding (MOU) between County of Nevada, a political subdivision of the State of California, hereinafter referred to as "County", and Nevada County Economic Resource Council, hereinafter referred to as "ERC" and collectively, the "Parties" (individually as "Party").

WHEREAS, The Parties share the mutual goal of supporting Nevada County's microbusinesses and entrepreneurs. The purpose of this partnership is to connect with the hardest to reach microbusinesses and entrepreneurs 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, to provide them with information about resources available to them, specifically but not limited to, Nevada County's Microbusiness COVID-19 Relief Grant Program.

NOW, THEREFORE, the parties hereto agree as follows:

ERC Responsibilities:

- Provide information to members/constituents regarding Nevada County's California Microbusiness COVID-19 Relief Grant Program in relevant outreach activities, such as:
 - Email outreach to appropriate list-serves;
 - Inclusion in newsletter(s);
 - Posting information about Nevada County's Microbusiness COVID-19 Relief Grant Program on website;
 - Posting information about Nevada County's Microbusiness COVID-19 Relief Grant Program on social media;
 - Making promotional material available at place of business and events; and
 - Other outreach activities.

County Responsibilities

- County or designee will provide information about resources available to microbusiness and entrepreneurs, such as the Nevada County California Microbusiness COVID-19 Relief Grant Program, and will offer resources such as:
 - Emailed information;
 - Links to application information including eligibility guidelines and the application portal;
 - Print materials; and
 - Shareable social media posts.

- Links to application information including eligibility guidelines and the application portal;
- Print materials; and
- Shareable social media posts.

Compensation:

The Parties shall each provide services hereunder in-kind, and neither Party shall be obligated to compensate the other Party in any other manner.

Term and Termination:

This MOU will become effective upon execution by all Parties and shall remain in effect through November 30, 2022 and may be terminated by either Party with thirty (30) days written notice to the other. Changes in either program that alter the conditions of the MOU will result in the need for a new or amended MOU, which shall only be effective when in writing and fully executed by all Parties hereto.

Indemnity:

Nothing herein shall be construed as a limitation of any Party's liability, and each Party shall defend, indemnify and hold harmless the other and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including without limitation defense costs and attorney fees of litigation) which may arise or which such Party may incur as a consequence of any occurrence arising out of this MOU which is occasioned in whole or in part by reason of the willful misconduct, or negligent actions of the indemnifying Party's officers, officials, employees, agents, or volunteers, except to the extent that such claims are caused in whole or in part by any negligent act or omission of the Party being indemnified, or its officers, officials, employees, agents, or volunteers.

Non-Discrimination:

During the performance of this MOU, the Parties shall comply with all applicable Federal, State, and local laws, rules, regulations, and ordinances, including the provisions of the American with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position in which the employee, applicant or client is qualified.

We the undersigned, on behalf of the Nevada County Executive Office and Grass Valley Downtown Association, approve this document.

Electronic Signatures: The parties acknowledge and agree that this MOU may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g. via pdf) of an original signature.

Nevada County Executive Office

950 Maidu Avenue
Nevada City, California 95959

Nevada County Economic Resource Council

336 Crown Point Circle
Grass Valley, California 95945

Authorized Signatures:

The Parties to this MOU represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to execute and deliver this MOU on behalf of the respective Parties.


Entire Understanding:

This MOU represents the entire understanding of the Parties, and no representations have been made or relied upon except as set forth herein.



Alison Lehman, County Executive Officer
County of Nevada

11/23/21
Date



Gil Mathew, Executive Director

11-25-2021
Date

**Memorandum of Understanding
between
Nevada County Executive Office and
and
Nevada City Chamber of Commerce
12/1/2021 through 11/30/2022**

This is a Memorandum of Understanding (MOU) between County of Nevada, a political subdivision of the State of California, hereinafter referred to as "County", and Nevada City Chamber of Commerce, hereinafter referred to as "Nevada City Chamber of Commerce" and collectively, the "Parties" (individually as "Party").

WHEREAS, The Parties share the mutual goal of supporting Nevada County's microbusinesses and entrepreneurs. The purpose of this partnership is to connect with the hardest to reach microbusinesses and entrepreneurs 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, to provide them with information about resources available to them, specifically but not limited to, Nevada County's Microbusiness COVID-19 Relief Grant Program.

NOW, THEREFORE, the parties hereto agree as follows:

Nevada City Chamber of Commerce Responsibilities:

- Provide information to members/constituents regarding Nevada County's California Microbusiness COVID-19 Relief Grant Program in relevant outreach activities, such as:
 - Email outreach to appropriate list-serves; including the Chamber's events vendor list
 - Inclusion in newsletter(s);
 - Posting information about Nevada County's Microbusiness COVID-19 Relief Grant Program on website;
 - Posting information about Nevada County's Microbusiness COVID-19 Relief Grant Program on social media;
 - Making promotional material available at place of business and events; and
 - Other outreach activities.

County Responsibilities

- County or designee will provide information about resources available to microbusiness and entrepreneurs, such as the Nevada County California Microbusiness COVID-19 Relief Grant Program, and will offer resources such as:
 - Emailed information;
 - Links to application information including eligibility guidelines and the application portal;
 - Print materials; and
 - Shareable social media posts.

Compensation:

The Parties shall each provide services hereunder in-kind, and neither Party shall be obligated to compensate the other Party in any other manner.

Term and Termination:

This MOU will become effective upon execution by all Parties and shall remain in effect through November 30, 2022 and may be terminated by either Party with thirty (30) days written notice to the other. Changes in either program that alter the conditions of the MOU will result in the need for a new or amended MOU, which shall only be effective when in writing and fully executed by all Parties hereto.

Indemnity:

Nothing herein shall be construed as a limitation of any Party's liability, and each Party shall defend, indemnify and hold harmless the other and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including without limitation defense costs and attorney fees of litigation) which may arise or which such Party may incur as a consequence of any occurrence arising out of this MOU which is occasioned in whole or in part by reason of the willful misconduct, or negligent actions of the indemnifying Party's officers, officials, employees, agents, or volunteers, except to the extent that such claims are caused in whole or in part by any negligent act or omission of the Party being indemnified, or its officers, officials, employees, agents, or volunteers.

Non-Discrimination:

During the performance of this MOU, the Parties shall comply with all applicable Federal, State, and local laws, rules, regulations, and ordinances, including the provisions of the American with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position in which the employee, applicant or client is qualified.

We the undersigned, on behalf of the Nevada County Executive Office and Nevada City Chamber of Commerce, approve this document.

Electronic Signatures: The parties acknowledge and agree that this MOU may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g. via pdf) of an original signature.

Nevada County Executive Office
950 Maidu Avenue
Nevada City, California 95959


Nevada City Chamber of Commerce
132 Main Street
Nevada City, California 95959

Authorized Signatures:

The Parties to this MOU represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to execute and deliver this MOU on behalf of the respective Parties.

Entire Understanding:

This MOU represents the entire understanding of the Parties, and no representations have been made or relied upon except as set forth herein.



Alison Lehman, County Executive Officer
County of Nevada

11/23/21
Date



Stuart Baker, Executive Director
Nevada City Chamber of Commerce

11-9-21 _____
Date

**Memorandum of Understanding
between
Nevada County Executive Office and
and
Truckee Downtown Merchants Association
12/1/2021 through 11/30/2022**

This is a Memorandum of Understanding (MOU) between County of Nevada, a political subdivision of the State of California, hereinafter referred to as "County", and Truckee Downtown Merchants Association, hereinafter referred to as "Truckee Downtown Merchants Association" and collectively, the "Parties" (individually as "Party").

WHEREAS, The Parties share the mutual goal of supporting Nevada County's microbusinesses and entrepreneurs. The purpose of this partnership is to connect with the hardest to reach microbusinesses and entrepreneurs 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, to provide them with information about resources available to them, specifically but not limited to, Nevada County's Microbusiness COVID-19 Relief Grant Program.

NOW, THEREFORE, the parties hereto agree as follows:

Truckee Downtown Merchants Association Responsibilities:

- Provide information to members/constituents regarding Nevada County's California Microbusiness COVID-19 Relief Grant Program in relevant outreach activities, such as:
 - Email outreach to appropriate list-serves, including outreach to street vendor mailing list;
 - Inclusion in newsletter(s);
 - Posting information about Nevada County's Microbusiness COVID-19 Relief Grant Program on website,
 - Posting information about Nevada County's Microbusiness COVID-19 Relief Grant Program on social media;
 - Making promotional material available at place of business and events; and
 - Other outreach activities.

County Responsibilities

- County or designee will provide information about resources available to microbusiness and entrepreneurs, such as the Nevada County California Microbusiness COVID-19 Relief Grant Program, and will offer resources such as:
 - Emailed information;
 - Links to application information including eligibility guidelines and the application portal;
 - Print materials; and
 - Shareable social media posts.

Nevada County Executive Office

950 Maidu Avenue

Nevada City, California 95959

Truckee Downtown Merchants Association

PO Box 1356

Truckee, California 96160

Authorized Signatures:

The Parties to this MOU represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to execute and deliver this MOU on behalf of the respective Parties.

Entire Understanding:

This MOU represents the entire understanding of the Parties, and no representations have been made or relied upon except as set forth herein.



Alison Lehman, County Executive Officer
County of Nevada



Date



Cassie Hebel, Executive Director
Truckee Downtown Merchants Association

11/18/21

Date

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	\$	15,360.90
Proposed Eligible Microbusiness Grants Budget - County 1	\$	107,500.00
Total Proposed Budget	\$	122,860.90

Exhibit E – Letter of Designation



**COUNTY OF NEVADA
COUNTY EXECUTIVE OFFICE**

**Eric Rood Administrative Center
950 Maidu Avenue, Suite 220
Nevada City, CA 95959
(530) 265-7040
Fax 265-9839
E-MAIL: ceo@co.nevada.ca.us**

11.23.2021

To Whom it May Concern:

As Chief Executive Officer of the County of Nevada, I hereby authorize the submission of this application by the Nevada County Executive Office to the Office of the Small Business Advocate (CalOSBA) for the California Microbusiness COVID-19 Relief Grant Program in the amount of \$122,860.90. The County Executive Office shall be the designated authorized representative.

We look forward to this opportunity to support our eligible microbusinesses.

Sincerely,

Alison Lehman
County Executive Officer
County of Nevada

Exhibit F –Program Announcement



CALIFORNIA MICROBUSINESS COVID-19 RELIEF GRANT PROGRAM

GRANTMAKING ENTITY

REQUEST FOR PROPOSALS - ROUND 1

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

Opening Date: Monday, October 11, 2021

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

Amended November 9, 2021

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

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

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Introduction

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

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

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

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

Background and Purpose

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

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

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

Priorities

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

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

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

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

Definitions

Definitions that pertain to this Program Announcement are provided below.

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

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

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

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

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

Award Information

Available Funding

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

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

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

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

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

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

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

Period of Performance

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

Funding Information

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

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

This Program has no match requirement.

Funding Method

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

Eligibility Requirements for Grantmaking Entities

Applicant Organization for Round 1

- Able to receive State funds

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

Grantees: Qualified microbusinesses

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

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

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

Eligible Use of Funds

Applicant Organization for Round 1

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

Grantees: Qualified microbusiness

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

Setting Up the Grantmaking Entity Program:

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

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

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

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

(C) The microbusiness is a sidewalk vendor.

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

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

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

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

Oversight & Reporting Requirements

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

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

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

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

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

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

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

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

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

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

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

Dates and Deadlines

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

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

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

Points of Contact

Questions and correspondence regarding this Announcement shall be directed to:

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

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

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

Public Records Act

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

Proposal Evaluation

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

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

Scoring Criteria

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

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

Disqualification

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

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

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

Application and Submission Requirements

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

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

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

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

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

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

File Format: Organization Name_MBCRG_Proposal_Date

Subject Line: Organization Name – MBCRG Proposal Submission

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

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

Proposal

SECTION I: Applicant Information

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

Signature of Contact (E-signature is acceptable)

Date

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

SECTION II: Narrative

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

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

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

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

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

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

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

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

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

SECTION III: Attachments

Label each attachment and submit in the order listed.

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

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

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

END

END EXHIBIT F