

**Grant Agreement # MBCRG2022-C19**

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 SAN MATEO

2. The term of this Agreement is:

January 21, 2022 through December 30, 2022

3. The maximum grant amount for this Agreement is:

\$964,630.67

Nine Hundred Sixty-Four Thousand Six Hundred Thirty Dollars and Sixty-Seven Cents

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

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

GRANT RECIPIENT	
GRANT RECIPIENT'S NAME County of San Mateo	
BY (Authorized Signature) X. <small>DocuSigned by:</small>  <small>4CABE8427E48431</small>	DATE SIGNED January 8, 2022 14:43 PST
PRINTED NAME AND TITLE OF PERSON SIGNING Peggy Jensen Assistant County Manager	
ADDRESS 400 County Center, Redwood City, CA 94063	
STATE OF CALIFORNIA	
STATE UNIT/AGENCY NAME CALIFORNIA OFFICE OF THE SMALL BUSINESS ADVOCATE, GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT	
BY (Authorized Signature) X. <small>DocuSigned by:</small>  <small>9F58079DD479481...</small>	DATE SIGNED January 24, 2022 16:53 PST
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 January 24, 2022 | 16:53^{PST} is entered into by and between COUNTY OF SAN MATEO (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-C19 ("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 SAN MATEO 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 \$964,630.67 (nine hundred sixty-four thousand six hundred thirty dollars and sixty-seven 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 San Mateo
DBA (if applicable):	
Employer/Taxpayer Identification Number:	94-6000532
Organizational DUNS (if available):	073132177
Mailing Address (and physical address if it is different):	400 County Center, Redwood City, CA 94063
Street 1:	400 County Center
Street 2:	
City:	Redwood City
County:	San Mateo
State:	California Only
Zip Code:	94063
Name and Contact Information of person to be contacted regarding this application:	
First and Last Name:	Peggy Jensen
Title:	Deputy County Manager
Telephone Number:	650-363-4598
Email:	Pjensen@smcgov.org
Website:	https://www.smcgov.org/



Signature of Contact (E-signature is acceptable)

11/30/2021

Date

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



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Section II: Narrative**1. Applicant Experience/Past Performance. (5 points)**

The San Mateo County Micro-Business Grant team is comprised of two lead agencies – San Mateo County and the Renaissance Entrepreneurship Center – in partnership with local nonprofit and business organizations. All the participating organizations have extensive experience with designing, developing and managing COVID-19 grant programs as well as directly engaging small businesses throughout the pandemic to provide technical assistance and grant support.

San Mateo County. San Mateo County has implemented numerous COVID-19 recovery efforts through the San Mateo County Recovery Initiative. The Recovery Initiative (smcrecovery.org), led by San Mateo County, is a collaboration among local government agencies, nongovernment organizations, private partners, and residents to promote inclusive recovery and leverage the collective capacity of the whole community to build a more equitable, healthy, and connected San Mateo County.

The County has significant experience reaching hard to reach areas of the county, including outreach and serving underserved small business groups and disadvantaged socio-economic communities during the COVID-19 pandemic. This includes conducting over twenty meetings of a Vaccine Equity and Communications Working Group consisting of over 100 community and business leaders that came together to develop strategies to ensure disadvantaged communities had adequate vaccine information and access. Additionally, through the Recovery Initiative, the County and its many partners rolled out 11 rounds of COVID-19 recovery grants to small businesses, nonprofit organizations, childcare, and learning hubs through the SMC Strong Fund. SMC Strong has delivered over 1,700 grants totaling \$23,941,946 throughout the course of the pandemic. These efforts have been in partnership with nonprofit organizations, cities, and local business associations. Finally, the County in partnership with small business consultants

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Environmental Innovations and the Peninsula Chinese Business Association as well as the San Mateo County Economic Development Association, conducted small business outreach throughout the pandemic. This included door-to-door visits to over 1,000 small businesses to provide information on COVID-19 safety protocols, assistance with applications to county, state and federal grants and general business resilience assistance. This engagement with businesses was conducted in Spanish, Mandarin, Cantonese, Tagalog, Korean and Vietnamese. Chinese and Spanish media outlets were also engaged to share information in multiple languages about business assistance available. Through these efforts working with trusted community partners, the County has built and strengthened relationships with the small business community.

Renaissance Entrepreneurship Center. Renaissance Entrepreneurship Center (Renaissance) transforms lives and communities through entrepreneurship. Its mission is to empower and increase the entrepreneurial capacities of socially and economically diverse women and men, and thereby strengthen our communities through the creation of sustainable new businesses, new jobs and the promotion of financial self-sufficiency.

Renaissance’s work demonstrates that through small business ownership, women and men who face systemic barriers to economic opportunity due to race, gender, economic level, immigration status, or former incarceration, can achieve economic mobility, create jobs for themselves and other residents, and build better futures for themselves, their families and communities.

Renaissance serves over 2,500 English and Spanish speaking individuals annually through their five centers in South of Market and Bayview Hunters Point in San Francisco; Richmond (serving Alameda and Contra Costa Counties); East Palo Alto (serving San Mateo and Santa Clara Counties); and South San Francisco (serving Northern San Mateo County), reaching deeply into some of the Bay Area's communities of greatest need. Renaissance clients are 89% lower-income; 75% people of color; and 73% women. Since launch in 1985, Renaissance has served

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over 32,000 very-low to moderate-income individuals who have launched and grown more than 18,000 businesses and created employment for 24,000 residents (including the business owners themselves).

Renaissance has been serving San Mateo County for 14 years and has built deep relationships and partnerships within the local economic development ecosystem that support their work with businesses in San Mateo County. In January 2022, Renaissance will become the US Small Business Administration (SBA) Small Business Development Center (SBDC) for San Mateo County. The program will operate at the above locations and at San Mateo County Economic Development Association (SAMCEDA) in the City of San Mateo.

Renaissance's core programs are delivered in English and Spanish and include intensive (12 - 30 hour) business training classes; individual consulting; skill building workshops; industry specific training in the fashion and construction sectors; business incubation; and financial education, loan packaging and access to capital services.

Since the onset of COVID-19, Renaissance has provided technical assistance and support services to over 3,000 Bay Area emerging and established entrepreneurs, helping them to rebuild, sustain and grow their businesses. Renaissance helped 504 clients secure over \$32,000,000 in grants and loans from COVID-19 relief funds. This has included partnerships with San Mateo County, the California Grant Program, the federal Restaurant Relief Program, PPP and EIDL programs, along with other local government and corporate grant funds and loans from nonprofit lenders. Its work included developing an application process to determine preliminary eligibility, followed up by a thorough application for those who met eligibility requirements. Renaissance staff and consultants helped clients navigate available resources, reviewed eligibility requirements, then worked individually with clients to help them prepare documentation, and complete and submit grant applications and loan packages.

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2. Proposed Program Design & Implementation (13 points)

General Program Implementation. The micro-business grant program will be coordinated by the County and Renaissance. General Program inquiries will be handled by Renaissance staff in coordination with small business consultants Environmental Innovations, the Peninsula Chinese Business Association, and the San Mateo County Economic Development Association

(SAMCEDA). Hotline phone support will be available in Spanish, Chinese

(Mandarin/Cantonese), Tagalog, and English. Application workshops will be conducted by

SAMCEDA, and Renaissance will offer in-person assistance at their South San Francisco and

East Palo Alto locations. The County and Renaissance will coordinate all program partners.

Grant Application, Award, and Distribution. Renaissance will be the lead organization to select and award grants. In order to select grant recipients and distribute funds, business owners will be asked to fill out a preliminary application with relevant information, including:

- Name and contact information
- Business name and address
- Business license number
- Start date
- 2020 business revenues
- Primary earner in household status

This form will be available in multiple languages and will include an attestation at the end. At the end of the four-week application period, the received applications will be reviewed for eligibility. Those who are eligible will be entered into a selection lottery. If a selection lottery is required because more applications are received than fund available, selection will be based on a randomized selection of all eligible applicants. Those selected will then need to verify their eligibility by providing 2020 business and personal tax returns. This streamlined process is

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designed to reduce the administrative burden on the applicants while balancing the need to verify the applicant meets the basic grant criteria.

In order to prevent fraud and abuse, the County will conduct a secondary review of the completed documentation. Once reviewed and approved, Renaissance will contact approved candidates, who will then be asked to provide a W9 for payment processing and grant disbursement. Grants will be dispersed by Renaissance through wire transfer for quick payment. See attachment 3 for the grant process flow chart.

Detailed Outreach and Marketing Plan (7 points)

The County will continue to collaborate with trusted community organizations and leaders to ensure the outreach and marketing reaches hard-to-reach populations. Outreach and marketing for this program will be based on and use learnings from recent collaborative outreach efforts including the 2020 Census and the County 2021 Vaccine Communications Equity Work Group. This effort will also draw on learnings from the 11 rounds of SMC Strong grants and other small business engagement efforts the County has implemented to date to support the COVID-19 recovery. The County will draw on departmental expertise (Office of Community Affairs, County Manager's Office, Environment Health, Office of Sustainability) as well as program partner experience.

Renaissance will be a key partner in identifying eligible businesses in San Mateo County. Additionally, the County will partner with Environmental Innovations who has extensive experience supporting small businesses through implementation of the Green Business Program as well as the Peninsula Chinese Business Association who is a trusted partner in the community specializing in door-to-door outreach. The County will also work with community-based organizations through the Office of Community Affairs.

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Outreach will take place via multiple strategies but will primarily rely on in-person (at Renaissance locations) and door-to-door direct engagement, like the approach used for other small business programs as well as the census and vaccine outreach. In-person and door-to-door outreach was also a top recommendation heard from stakeholders who attended the 2021 County Economic Roundtables. The County and its partners will work with community-based organizations to help get the word out, including faith-based organizations, community groups, and social service agencies. Flyers will be distributed, and on-the-spot applications will be completed when possible. Supplementing this will be additional support in multiple languages (English, Chinese, Tagalog, Spanish) including FAQs, email and a support hotline. In-person outreach will be done in-language and will include door-to-door direct engagement with small businesses. Information about this grant program will be shared with a network of trusted messengers and community-based organizations representing all regions of the county that was used to support census and vaccine outreach as well as chambers of commerce, ethnic business groups and trade associations.

Outreach will also include partnership with the cities and local economic development organizations. Renaissance has strong relationships with SAMCEDA, the local Chambers of Commerce including Daly City/Colma, Redwood-San Mateo County, Pacifica and City of San Mateo and the Peninsula Chinese Business Association (PCBA). Renaissance also has deep and longstanding relationships with the economic development departments within the local city governments including Redwood City, South San Francisco, East Palo Alto, Daly City and Pacifica. Renaissance refers clients to their business departments to access licenses and permits, and they refer their clients to Renaissance for consulting services, access to capital and training services.

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Additionally, the County will review all small business information for those that have applied to previous grant programs or have engaged in small business surveys over the last 18 months to identify any eligible microbusinesses for this grant funding. The County will also work with other county departments to identify potential grantees, including Human Services Agency clients with eligible income levels to see if they are eligible for the grant program as well as Environmental Health to reach food related businesses that may be eligible.

About 45% of residents speak languages besides English at home, and the top 10 languages spoken in the County according to 2019 ACS data are Spanish, Chinese (including Mandarin/Cantonese), Tagalog, Hindi, Russian, Japanese, French, Vietnamese, Portuguese, and Arabic. As done for previous outreach efforts, all program materials will be translated to the top spoken languages in the County, which include Spanish, Chinese (Mandarin and Cantonese), and Tagalog (the other top spoken languages range from 1-2% of the population). Outreach for the micro-business program will be conducted in multiple languages, including Spanish, Chinese (Mandarin/Cantonese), Tagalog, Vietnamese, and Korean. Print materials will be provided in English, Spanish, Chinese (Mandarin/Cantonese), and Tagalog. The hotline will be available in English, Chinese (Mandarin/Cantonese), and Tagalog. Door-to-door business engagement will be offered in English, Spanish, Mandarin, Cantonese, Vietnamese, Tagalog and Korean. In 2022, programs and services at Renaissance will be offered in English, Spanish, Mandarin, Cantonese, Vietnamese and Tagalog.

The County has a robust social media presence and plans to share information about this grant program that way as well. The media strategy will include in-language promotion using a variety of media platforms to reach particular communities, including multilingual traditional media, Facebook Live, WeChat, etc. as well as traditional methods such as press releases.

3. Strategic Partnership Plan

County of San Mateo – California Microbusiness COVID-19 Relief Grant Program

a. Local external partnerships (10 points)

Over the course of the pandemic, the County has built close partnership with many organizations serving San Mateo County. The primary partners in the micro-business program team will include the small business technical assistance center and non-profit Renaissance Entrepreneurship Center (Renaissance), the business associations San Mateo County Economic Development Association (SAMCEDA) and Peninsula Chinese Business Association, small business consultants Environmental Innovations and multiple county departments including the County Manager's Office, Office of Community Affairs, Environmental Health, and the Office of Sustainability. Existing partnerships with local community-based organizations developed through Census and vaccine outreach efforts will also be leveraged.

The County has implemented multiple small business initiatives during the pandemic to ensure that businesses had access to available resources. The small and micro-business efforts included:

- Micro food business grant program developed and deployed 11/29/21 - currently accepting applications
- Microenterprise Home Kitchen ordinance and grant program - adopted summer 2021, currently accepting applications for grants
- Door-to-door small business outreach - over 1,000 door-to-door site visits to provide information on COVID-19 protocols, grants (county/federal/state) and other small business resources
- Established North County Small Business Entrepreneurship center in partnership with South San Francisco – site is undergoing improvements; virtual content is currently being provided by Renaissance
- SMC Strong Fund – small grants to businesses, non-profits, childcare, and learning hubs to provide immediate COVID-19 relief; 1,716 grants totaling \$23,941,946 provided

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These small business efforts, in addition to other Recovery Initiative efforts, have informed the micro-business grant program design. Some of the main learnings have included recognizing the need to work with trusted community partners and provide services in a culturally sensitive manner and in the community's primary language. With small businesses, we have also learned the value of meeting businesses where they are and doing the door-to-door work to engage them, one business at a time. We have also tried to simplify our processes to ensure that all of our grant applications and processes to request assistance are simple and easy to complete. These learnings will continue to be our focus moving forward. Additionally, we hope to build an even more holistic approach to supporting our small and micro businesses by looking at all of the small business needs and providing them in a more streamlined way. This "whole business" approach will connect the many small business program offerings already available in San Mateo County in a coordinated network of services that will be easier for small businesses to navigate.

b. Describe how the applicant will reach underserved small business (10 points)

The County will utilize partners and its extensive network to better reach underserved small business groups, including undocumented immigrants, street vendors and limited-English business owners. The specific partners that will be leveraged are outlined below.

Undocumented Immigrants. The County will provide outreach to undocumented immigrants in partnership with our Office of Community Affairs, the county department that has led provision of immigrant services in San Mateo County (<https://cmo.smcgov.org/immigrant-services>).

Strategies will include partnering with trusted non-profits, streamlined applications, attestations where possible to document compliance with grant guidelines, and outreach in-language.

Additionally, the County will take learnings from the San Mateo County Immigrant Assistance Fund that was run by the Mission Asset Fund to more effectively reach undocumented

County of San Mateo – California Microbusiness COVID-19 Relief Grant Program

immigrants, which provided 16,017 grants totaling \$16,017,000 to undocumented immigrants through June 2021.

Street Vendors. The County will utilize information from Environmental Services, the division of County Health that supports regulated businesses, including food businesses. This information will allow the County to locate street vendors and other micro food businesses if they have been permitted by Environmental Health. The County will also partner with Environmental Innovations and the Peninsula Chinese Business Association to conduct community outreach and engagement at times and in locations where street vendors congregate.

Limited English. The County will provide outreach to limited-English business owners through partnership with multiple organizations. For Spanish-speaking outreach, Renaissance and our small business consultants will lead the effort. Additionally, the County will partner with the Office of Community Affairs, the county organization that lead the census and COVID-19 outreach efforts. For Mandarin, Cantonese, Vietnamese, Korean and Tagalog, the Peninsula Chinese Business Association will lead the effort.

Underserved Small Businesses. The County will provide outreach to underserved small businesses through multiple strategies and partnerships. One strategy to focus efforts will be to target communities based on the Healthy Places Index (HPI) as a proxy for underserved communities. The County used the HPI to target small business outreach for COVID-19 safety protocol advising as well as assistance with grant applications for local, state and federal grants to ensure underserved businesses had access to needed resources. This allowed the County to quickly and cost-effectively focus time intensive door-to-door outreach in the communities of highest need.

County of San Mateo – California Microbusiness COVID-19 Relief Grant Program

The County will also leverage existing local microbusiness and small business networks to support Program efforts, especially marketing and outreach to reduce implementation costs.

These networks include:

- SAMCEDA/Chambers - small business contact lists
- Green Business Program - certified green business lists
- SMC Strong Grant Applicants - six rounds of grant applicants will be reviewed to identify potentially qualifying microbusinesses
- Business Survey participants - 400+ businesses responded to a small business survey conducted in summer 2021; the majority of respondents provided contact information
- Consultant business lists - the small businesses that were visited through door-to-door efforts were documented in contact lists
- Environmental Health business lists

4. Program Implementation Schedule (5 points)

Based on the County of San Mateo and Renaissance's experience implementing grant programs for small businesses, the following program implementation schedule has been prepared:

- Jan 21, 2022: Grant agreement executed by state.
- Jan 31, 2022: Amend agreement with Renaissance to include additional program support responsibilities, in addition to serving as the Fiscal Agent; amend outreach partner agreements.
- February 11, 2022: Revised microbusiness grant application drafted based on State criteria.
- February 18, 2022: Complete testing of application form.
- February 25, 2022: Translation of application to top languages in County completed.
- March 1, 2022: Application form and announcement posted online.

County of San Mateo – California Microbusiness COVID-19 Relief Grant Program

- March 2022: Personalized in-language outreach ongoing.
- April 1, 2022: Deadline to submit application for first round, then convert to rolling applications through September 30, 2022.
- April 14, 2022: Complete initial review and approval of submissions.
- April 15, 2022: Notify selected grantees and request additional application materials; award funds to eligible businesses who have submitted all required documentation.
- Continue monthly review, request for additional documentation, and approval of application submissions.

5. Program Management/Staffing Plan (5 points)

Donna Vaillancourt (**Program Manager**) served as the Director of the Department of Human Resources with San Mateo County until her retirement in July 2018. She served in various leadership positions during her 37-year career for San Mateo County including Deputy Director of Public Works. In March of 2020, Donna returned to the County Emergency Operations Center to set up the volunteer program in response to COVID-19 and both lead and support pandemic relief and recovery efforts including many of the grant programs.

Amanda Anthony (**Program Manager**) brings 15 years of experience in entrepreneurship, education, and public policy to her work at Renaissance Entrepreneurship Center. In her career, she has built and expanded a creative microenterprise in Poland, run workshops with European policymakers on climate change and sustainability, and worked to improve public education at Chicago Public Schools. Amanda has an MPP from the Harris School of Public Policy at the University of Chicago and a BA/BS from Purdue University.

Alok Gupta (**Program Manager**) has more than 25 years of experience in academia (as a physicist), high tech (as a technology strategist), and as an entrepreneur in both sectors. In 2010 he won the Colorado CleanTech Open; since then, he has started small- and micro-enterprises in

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the education and career development sectors. Alok has an MBA from Santa Clara University, an MS in geophysics from the University of Washington, and a BA in physics and mathematics from Pomona College.

Teresa Perez (**Program Coordinator**) has supported programming and grantmaking at the Renaissance Entrepreneurship Center since 2020. Prior to her work with entrepreneurs, she worked in family childcare and as an assistant to a Google Director for over 5 years. Teresa is fluent in both English and Spanish. As an immigrant and DACA recipient, she has helped her community by assisting DACA applicants with their application at no cost. She has a BA in Political Science from San Jose State University.

Ellie Dallman (**Outreach Manager**) brings 9 years of experience in local government and nonprofits. Ellie is fluent in English and Spanish and her strengths include inclusive community engagement, meeting facilitation, and communication. Ellie has a BA in Urban Studies & Planning from UC San Diego and is an MPA candidate at SF State.

6. Budget and Financial Management Systems:

a. Budget narrative (8 points)

The proposed budget includes funding to support 309 microgrants as well as outreach and program administration at 20% of the total funding amount requested. Funding has been allocated to cover salary and benefits costs for personnel required to implement the program; expenses to support technical assistance and outreach; fiscal agent costs; and some funding to cover printing costs. Additional costs not included in the attached budget document will be provided in-kind by the County, including additional costs for printing, costs to translate materials to top languages spoken in the county, salary and benefits for County staff, and digital advertising. Partners supporting technical assistance and outreach will provide their own program related technology and tools necessary to implement the program.

County of San Mateo – California Microbusiness COVID-19 Relief Grant Program

b. Financial management and controls narrative (8 points)

The County will partner with Renaissance Entrepreneurship Center who will manage disbursements of grant funding to eligible businesses. Renaissance Entrepreneurship Center will collect and review necessary documentation to determine eligibility, and the County will also review applicants to confirm eligibility. Monthly reports will be provided by Renaissance Entrepreneurship Center and will include aggregate-level data necessary to meet state reporting requirements. Additionally, a written report will be provided to the State within 15 days of the funds being awarded identifying the fiscal agent and grantmaking entity, how much each received, and key outreach activities committed to in each agreement. A second report will be provided within 120 days of funds being awarded and will include the number of applications received, the number of grant awards made, the outreach and technical assistance provided, and by which partner organization. Dollar amounts awarded in the following categories will also be included as is available: by race and ethnicity, women owned, veteran owned, and located in rural area. Written reports will be provided every 60 days following the second written report until all funds allocated to the County have been awarded.

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

The fiscal agent for this grant program, Renaissance Entrepreneurship Center, will track and report funding used for administration and marketing of this grant program. The program administration costs included in the attached budget are inclusive of fiscal agent costs.

Exhibit C – Partnership Agreements

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

Attachment 4

Partnership Contracts/Agreements

- 1) Renaissance Entrepreneurship Center
- 2) Environmental Innovations, Inc.
- 3) Peninsula Chinese Business Association, subcontractor to San Mateo County Economic Development Association (SAMCEDA)
- 4) Casa Circulo Cultural
- 5) Bay Area Community Health Advisory Council

Agreement No. _____

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND RENAISSANCE
ENTREPRENEURSHIP CENTER**

This Agreement is entered into this 30th day of November, 2021, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Renaissance Entrepreneurship Center, hereinafter called "Contractor." The County and Contractor are sometimes collectively referred to herein as the "Parties."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, the County is applying, as a grant-making entity, for funds under the California Microbusiness COVID-19 Relief Grant Program ("Program") and, if awarded such funds, they will be used to make grants to eligible microbusinesses impacted by COVID-19 and related health and safety restrictions; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of assisting the County to administer and distribute funds received through the Program to eligible microbusinesses in San Mateo County.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates

Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

2. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed one hundred forty-five thousand one hundred thirty dollars and sixty-seven cents (\$145,130.67). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the

County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

3. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 30, 2021, through December 31, 2022.

4. Termination

This Agreement may be terminated by Contractor or by the County Manager or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding. Notwithstanding the foregoing, the Parties acknowledge and agree that the implementation of the Program in San Mateo County is contingent on the County receiving funding from the State of California in response to the County's response to Round 1 Request for Proposals for the California Microbusiness COVID-19 Relief Grant Program. In the event that the County is not awarded such funding, the County shall have the right to immediately terminate this Agreement upon written notice to Contractor.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

5. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. **Hold Harmless**

a. **General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. **Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

9. **Insurance**

a. **General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. **Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for

workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000
- (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.



11. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred

thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

13. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

15. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Peggy Jensen, Deputy County Manager
Address: 400 County Center, Redwood City, CA 94063
Telephone: 650-363-4598
Email: pjensen@smcgov.org

In the case of Contractor, to:

Name/Title: Sharon Miller, CEO
Address: 275 Fifth Street, San Francisco, CA 94103
Telephone: 415-348-6243
Email: sharon@rencenter.org

17. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

* * *

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:

<p>DocuSigned by:  <small>BCAF00E0B15F400</small></p> <hr/> <p>Contractor Signature</p>	<p>11/30/2021</p> <hr/> <p>Date</p>	<p>Sharon Miller</p> <hr/> <p>Contractor Name (please print)</p>
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For County:

 <hr/> <p>Purchasing Agent Signature (Department Head or Authorized Designee) County of San Mateo</p>	<p>11/30/2021</p> <hr/> <p>Date</p>	<p>Peggy Jensen</p> <hr/> <p>Purchasing Agent Name (please print) (Department Head or Authorized Designee) County of San Mateo</p> <p>Deputy County Manager</p> <hr/> <p>Purchasing Agent or Authorized Designee Job Title (please print) County of San Mateo</p>
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Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

The purpose of this Agreement with Contractor is to provide administration and fiscal agent support related to implementation of the Microbusiness COVID-19 Relief Grant Program ("Program"). The Program has been developed to mitigate the impacts of COVID-19 and assist in the recovery from COVID-19 by making grants to microbusiness owners who meet certain eligibility requirements and who have been impacted by COVID-19. Program administration and fiscal agent services are the following:

1. Program Design: Contractor will develop a grant application and selection process, including all of the associated materials such as application form, scoring sheet, and eligibility verification form.
2. Grant Outreach and Technical Assistance: Contractor or approved subcontractor will conduct outreach to identify potential microbusiness grant applicants. Contractor will also provide technical assistance regarding the application process and application requirements to potential applicants.
3. Grant Recipient Selection: Contractor will review all grant applications received and will preliminarily evaluate applicants for eligibility. If more applications are received than funds available, Contractor will conduct a randomized selection process to develop a preliminary list of grant recipients. Contractor will make final eligibility determination of all selected grant recipients and will submit applications and eligibility documentation to the County for secondary review. Contractor will maintain documentation to substantiate applicant eligibility.
4. Fiscal Agent: Contractor will act as the fiscal agent for the Microbusiness COVID-19 Grant Program. Contractor will secure W-9 information from applicants who are selected to receive microbusiness grants and send out Form 1099s to recipients, as required. Contractor will provide monthly reports that include aggregate-level data necessary to meet state reporting requirements. Additionally, Contractor will provide a written report within 110 days of funds being awarded and will include the number of applications received, the number of grant awards made, the outreach and technical assistance provided, and by which partner organization. Dollar amounts awarded in the following categories will also be included as is available: by race and ethnicity, women owned, veteran owned, and located in rural area. Written reports will be provided to the County every 60 days following the second written report until all funds allocated to the microbusiness grant program have been awarded.
5. General Program Support: Contractor will respond to general inquiries and coordinate with the County on program implementation and outreach and marketing.

Program Contingent on State Funding. The Parties to this Agreement acknowledge and agree that the implementation of the Program in San Mateo County is contingent on the County receiving funding from the State of California pursuant to the County's response to the State of California Office of the Small Business Advocate's Request for Proposals for the Program. If the County does not receive funding from the State, the County will not implement the Program in San Mateo County and the services set forth herein will not be provided by Contractor or paid for by the County.

Use of Funds: The Parties acknowledge that this Agreement is a contract between Contractor and the County for the public purposes stated herein. The Parties shall use the funds only as stated herein unless Contractor receives prior written consent from the County authorizing other uses of the funds. Any funds not used for the purposes set forth in this Agreement shall immediately be returned to the County upon the County's request.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

After execution of this Agreement and if and beginning when the State of California awards Program funds to the County, Contractor shall submit monthly invoices to the County for the Services described in Exhibit A. Invoices shall be in a format and supported by documentation reasonably acceptable to the County. Contractor staff member time shall be invoiced to the County at a rate that shall not exceed the fully weighted compensation rate (i.e., salary and benefits) for the actual time that such staff member spends providing services under this Agreement.

Subcontractor/consultant expenses shall be invoiced to the County at a rate that shall not exceed the full amount that subcontractor/consultant bills Contractor pursuant to a written agreement between the Contractor and such subcontractor or consultant for services provided under this Agreement.

All expenditures under this Agreement must be incurred between January 21, 2022 and November 30, 2022 and all invoices for such expenditures must be submitted to the County prior to December 15, 2022. Any funds not expended pursuant to this Agreement shall be returned to the County at the end of the Term of the Agreement.

The budget for this Agreement is as follows and, notwithstanding any other provisions of this Agreement, Contractor shall not exceed the amounts set forth in this budget without the written consent of the County:

Mircobusiness COVID-19 Relief Grant Program: Contractor Budget	Amount
Staff Implementation: Personnel Salaries + Benefits	
Program Director	\$10,000.00
Program Managers	\$40,000.00
Program Coordinator	\$25,000.00
Marketing Manager	\$15,000.00
Benefits (24% of salaries)	\$21,600.00
Marketing & Outreach Expenses	
Print materials	\$630.67
Other/Contractual Expenses	
Technical Assistance and Outreach Support (consultants)	\$18,500.00
Fiscal Agent Expenses	
Fiscal agent fee - Renaissance Entrepreneurship Center	\$14,400.00
TOTAL	\$145,130.67

County of San Mateo ~ Contract Amendment

Contract Number:

12000-21-D009

Amendment Number:

2

Agreement between the County of San Mateo and Environmental Innovations, Inc.

THE AGREEMENT IS CHANGED AS FOLLOWS:

Agreement Amount

Original Amount:

\$51,100

Current Amount:

\$104,800

Addition or Reduction:

\$95,200

New Total Amount:

\$200,000

Agreement Term:

Original Start Date:

10/1/2020

Original End Date:

12/31/2020

New Start Date:

New End Date:

6/30/2022

Paragraph: 1 is hereby added amended as follows:

1. **Payments:** In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A1 (rev. 10/22/21), County shall make payments to Contractor based on the rates and in the manner specified in Exhibit B1 (rev. 10/22/21). County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

Paragraph: 2 is hereby added amended as follows:

2. **Term:** Subject to compliance with all terms and conditions, the term of the Agreement shall be from October 1, 2020, through June 30, 2022.

Other changes: Exhibits A and B are replaced by Exhibits A1 (rev. 10/22/21) and B1 (rev. 10/22/21) in their entirety.

This change is effective as of: 10/22/2021

ALL OTHER PRICES, TERMS AND CONDITIONS OF THE AGREEMENT REMAIN UNCHANGED


Contractor Signature

10/25/21

Date

Environmental Innovations, Inc.

Contractor Name (please print)



11/1/2021

Date

Peggy Jensen

Purchasing Agent Name (please print)
(Department Head or Authorized Designee)
County of San Mateo

Purchasing Agent Signature
(Department Head or Authorized Designee)
County of San Mateo

Deputy County Manager

Purchasing Agent or Authorized Designee Title
(please print)

Exhibit A1 (rev. 10/22/21)

In consideration of the payments set forth in Exhibit B1 (rev. 10/22/21), Contractor shall provide the following services:

Description of Work: Contractor shall provide door-to-door COVID-19 business safety and recovery outreach to Spanish and English-speaking small businesses in San Mateo County including the following:

- PPE Distribution / COVID-19 safety
- Federal, State, and County small business assistance outreach
- Business resilience surveys
- Business resilience outreach
- Development and coordination for small business assistance programs

Exhibit B1 (rev. 10/22/21)

In consideration of the services provided by Contractor described in Exhibit A1 (rev. 10/22/21) and subject to terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Task	Time	Cost
Outreach for up to 800 English and Spanish-Speaking Businesses (0.5 to 0.75 hour outreach and 0.5 travel time to and from at \$100 / hour)	800 Hours	\$80,000
Set-Up Google Form with Automatic Summary Reporting	4 Hours	\$400
Tracking and Summary Reporting, presentations for stakeholders	160 Hours	\$1,600
Administration: Training and Coordination of Additional Resources, Return Follow-Up with Businesses and County Resources	60 Hours	\$6,000
Materials and Supplies: Printing, Tracking	N/A	\$13,000
Mileage	N/A	\$4,400
PPE Distribution / COVID Safety	120 Hours	\$12,000
Federal, State, and County small business assistance programs outreach	360 Hours	\$36,000
Business resilience surveys	130 Hours	\$13,000
Business resilience outreach	236 Hours	\$23,600
Small business assistance program development and coordination	100 Hours	\$10,000
TOTAL		\$200,000

The County may withhold all or part of the Contractor's total payment if the Deputy County Manager, or their designee determines that the Contractor has not satisfactorily performed services.

In no event shall the amount of this agreement exceed \$200,000 for the term of the agreement.

**AMENDMENT 5 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SAN MATEO COUNTY ECONOMIC DEVELOPMENT AGENCY**

THIS AMENDMENT 5 TO THE AGREEMENT, entered into this 11 day of November, 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and San Mateo County Economic Development Agency ("SAMCEDA"), hereinafter called "Contractor";

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, on March 3, 2020, the County's Health Officer issued a "Declaration of Local Health Emergency Regarding Novel Coronavirus 2019," and the County Manager, as the County's Director of Emergency Services (the "Director"), issued a proclamation of local emergency pursuant to Government Code section 8630 and Chapter 2.46 of the County's Ordinance Code, which proclamation was ratified by the Board of Supervisors (the "Board") on March 10, 2020, pursuant to Government Code section 8630, and extended by the Board on April 7, 2020, until such time as the local emergency is terminated (the "COVID-19 Local Emergency"); and

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency related to COVID-19 throughout the State of California; and

WHEREAS, on March 13, 2020, the President of the United States proclaimed that the COVID-19 outbreak in the United States constituted a national emergency, beginning March 1, 2020; and

WHEREAS, on March 24, 2020, the Board approved Resolution No. 077305 which, pursuant to Government Code Section 25502.7, authorized the Director to execute agreements for goods and services up to and including \$500,000, and any amendments to such agreements within such fiscal provisions; and

WHEREAS, on July 9, 2020, in furtherance of the County's efforts to save lives and protect health and safety in response to the COVID-19 emergency as declared by the federal, state, and local governments, the parties entered into an agreement for services in connection with the County's efforts to assist small and medium sized businesses to recover from the COVID-19 pandemic for an amount not to exceed \$75,000 for the term July 9, 2020 through January 9, 2021; and

WHEREAS, on December 3, 2020, the parties amended the Agreement ("Amendment 1") to increase the maximum amount authorized to be expended under the Agreement by \$148,500, to an amount not to exceed \$223,500, to extend the term of the through June 30, 2021, and to replace Exhibits A and B with Exhibits A1 (rev. December 1, 2020) and B1 (rev. December 1, 2020); and

WHEREAS, on March 18, 2021, the parties further amended the Agreement ("Amendment 2"), to increase the maximum amount authorized to be expended under the Agreement by \$126,310, to an amount not to exceed \$349,810 in order to increase the funding available for subcontracted services from the Peninsula Chinese Business Association, and to replace Exhibits A1 and B1 with Exhibits A2 (rev. March 1, 2021) and B2 (rev. March 1, 2021); and

WHEREAS, on July 6, 2021, the parties amended the Agreement a third time ("Amendment 3"), to extend the term of the Agreement through September 30, 2021; to increase the amount payable under the Agreement by \$125,000, to an amount not to exceed \$474,810; and to replace Exhibits A2 and B2 with Exhibits A3 (rev. June 8, 2021) and Exhibit B3 (rev. June 8, 2021); and

WHEREAS, on November 2, 2021, the parties amended the Agreement a fourth time ("Amendment 4"), to extend the term through October 31, 2021; increase the maximum amount authorized to be expended under the Agreement by \$15,000, to an amount not to exceed \$489,810; and to replace Exhibits A3 and B3 with Exhibits A4 (October 12, 2021) and B4 (rev. October 12, 2021); and

WHEREAS, the parties wish to further amend the Agreement ("Amendment 5"), to extend the term through March 31, 2022; increase the maximum amount authorized to be expended under the Agreement by \$75,000, to an amount not to exceed \$564,810; and to replace Exhibits A4 and B4 with Exhibits A5 (November 16, 2021) and B5 (rev. November 16, 2021).

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 1 of the Agreement is amended in its entirety to read as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A5 (rev. November 16, 2021) – Services
- Exhibit B5 (rev. November 16, 2021) – Payments and Rates

- Attachment E – Emergency Agreement

2. Section 2 of the Agreement is amended in its entirety to read as follows:

2. Services to be performed by Contractor

In consideration of the payments set forth in the Agreement and in Exhibit B5 (rev. November 16, 2021), Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in the Agreement and in Exhibit B5 (rev. November 16, 2021).

3. Section 3 of the Agreement is amended in its entirety to read as follows:

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A5 (rev. November 16, 2021), County shall make payments to Contractor based on the rates and in the manner specified in Exhibit B5 (rev. November 16, 2021). County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed FIVE HUNDRED SIXTY-FOUR THOUSAND EIGHT HUNDRED TEN DOLLARS (\$564,810). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

4. Section 4 of the Agreement is amended in its entirety to read as follows:

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 9, 2020 through March 31, 2022.

5. Exhibits A4 (rev. October 12, 2021) and B4 (rev. October 12, 2021) are replaced with Exhibit A5 (rev. November 16, 2021) and Exhibit B5 (rev. November 16, 2021), as attached hereto and incorporated herein by reference.

6. All other terms and conditions of the agreement dated July 9, 2020, between the County and Contractor shall remain in full force and effect.

7. This Agreement, as amended by Amendment 5, including Exhibit A5 (rev. November 16, 2021) and Exhibit B5 (rev. November 16, 2021) and Attachment E, attached hereto and incorporated by reference, constitutes the entire understanding of the parties hereto with respect to this subject matter herein and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the Parties not expressly stated in this document are not binding. All subsequent modifications of this Amendment shall not be effective unless set forth in writing and executed by both parties.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: San Mateo County Economic Development Agency (SAMCEDA)

R.S. Foust
Contractor Signature

11-11-2021
Date

Rosanne S. Foust President &
Contractor Name (please print) CEO
SAMCEDA



For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A5 (rev. November 16, 2021)

In consideration of the payments set forth in Exhibit B5 (rev. November 16, 2021), Contractor shall provide the following services:

1. Under the direction of the County, SAMCEDA will assist small and medium-sized businesses recover from the economic impacts of the COVID-19 pandemic by performing the following tasks throughout the term of the Agreement:
 - Coordinating and disseminating to small and medium-sized businesses information from a variety of local, state, federal and private sources through its [SAMCEDA.org](https://www.samceda.org) website, regular SAMCEDA newsletters, social media platforms and presentations, and stakeholder convenings.
 - Continue providing ongoing liaison with all the Chambers of Commerce in the County regarding COVID recovery planning.
 - Continue to raise funds for all components of the San Mateo County (SMC) Strong Fund and serve as a key member of the SMC Strong program team, with responsibilities that include, but are not limited to, contributing to strategic planning around fundraising and providing presentations, updates and other information to local elected officials, foundations, the business community and other potential donors.
 - Participate in San Mateo County COVID-19 Recovery Implementation effort, providing assistance, support and leadership as requested by the County to the Economic Recovery Committee.
 - Participate in and/or lead sub-committees and/or workgroups created by the Economic Recovery Committee.
 - Participation by the SAMCEDA Executive Director on the Countywide Recovery Coordination Council.
 - Perform other tasks as needed to assist with the recovery of small and medium businesses from the COVID-19 pandemic.

Fee: July 9, 2020 – December 31, 2020: Six (6) equal monthly payments of twelve thousand five hundred dollars (\$12,500) each.

January 1, 2021- March 31, 2022: During this period, the County will pay SAMCEDA fifteen thousand dollars (\$15,000) each month.

2. SAMCEDA will subcontract with the Peninsula Chinese Business Association to perform the following tasks:

Engage in a rapid, focused in-person education efforts between now and April 30, 2021 with specific businesses, starting with restaurant owners, to provide in-language education about COVID-19 safety and operating requirements. Subcontractor shall perform the following tasks:

- Contact specific restaurants and schedule in-person site visits at the business location
- Educate owners about COVID-19 health and safety standards; testing and contact tracing if infections occur
- Educate owners about COVID-19 operating rules and protocols; and planned enforcement and penalty efforts
- Seek feedback from business owners on what resources they need to adhere to safe operating protocols and other support they may need to stay in businesses if time permits
- Provide written materials covering these topics as well as employee training and resources for anyone infected
- Provide materials in English and Chinese
- Complete online report for each visit
- Provide small amount of PPE at each location and determine if more is needed
- Deploy bi-lingual training personnel to contact each location at least once and carefully review all materials and explain how to access resources and support from County Environmental Health Services

Other Program Details:

- Each location will list an address and contact, but some internet research may be needed to collect phone numbers or other contact information
- PCBA personnel will be trained on all materials and supported by County Environmental Health Services
- PCBA personnel will be required to submit regular reports related to each contact and site visit
- PCBA personnel will be asked to monitor the operational challenges in the field and suggest ideas and resources that the County may provide to better support adherence to COVID-19 protocols in the restaurant industry
- If successful, the program may be expanded

Location of Work:

- An initial list of up to 470 business locations in San Mateo County
- List to be provided by the Department of Public Health.

Special qualification for personnel performing the work:

- English and Mandarin speaker
- English and Cantonese speaker
- Other languages such as Korean or Vietnamese upon request

Fee Structure, 11/2/2020 through 4/30/2021:

Expense Category	Amount	Notes
Hourly rate	\$100	Inclusive of administrative functions
Hour estimate	1,410 hours	3 hours per location X 470 locations
Staff time estimate	\$141,000	Scheduling, travel time, onsite visit, and after visit reporting
Expense estimate	\$14,100	10%
Contingency estimate	\$28,200	20%
Total estimate	\$184,810	

Services to be provided 5/1/2021 through September 30, 2021

- Direct business engagement to access local, state and federal financial assistance and share COVID safety and vaccine information (680 hours)
- Convene small business stakeholders to develop small business recommendations for economic recovery (120 hours)

Fee Structure, 5/1/2021 through 9/30/2021

Expense Category	Amount	Notes
Hourly Rate	\$100	Inclusive of administrative functions
Hour Estimate	800 hours	
Total Estimate	\$80,000	

GRAND TOTAL: \$264,810

Exhibit B5 (rev. November 16, 2021)

In consideration of the services provided by Contractor described in Exhibit A5 (rev. November 16, 2021) and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

All payments will be paid upon invoice from SAMCEDA. In no case shall the amount paid by the County exceed \$564,810 for the term of the Agreement. This amount shall be allocated as follows:

1. Assistance with Small and Medium-Sized Businesses Recovery from the COVID-19 Pandemic:

Date	Amount
July 31, 2020	\$12,500
August 31, 2020	\$12,500
September 30, 2020	\$12,500
October 31, 2020	\$12,500
November 30, 2020	\$12,500
December 31, 2020	\$12,500
January 30, 2021	\$15,000
February 28, 2021	\$15,000
March 30, 2021	\$15,000
April 30, 2021	\$15,000
May 31, 2021	\$15,000
June 30, 2021	\$15,000
July 31, 2021	\$15,000
August 31, 2021	\$15,000
September 30, 2021	\$15,000
October 31, 2021	\$15,000
November 30, 2021	\$15,000
December 31, 2021	\$15,000
January 31, 2022	\$15,000
February 28, 2022	\$15,000
March 31, 2022	\$15,000

Total	\$300,000
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2. Subcontract with the Peninsula Chinese Business Association: A total amount not to exceed \$264,810, as detailed in Exhibit A5.

Contract # 80511-F21-D150 Amendment 1

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CASA CIRCULO CULTURAL**

THIS AMENDMENT TO THE AGREEMENT, is entered into this 18th day of May 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Casa Circulo Cultural, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, on March 3, 2020, the County's Health Officer issued a "Declaration of Local Health Emergency Regarding Novel Coronavirus 2019," and the County Manager, as the County's Director of Emergency Services (the "Director"), issued a proclamation of local emergency pursuant to Government Code section 8630 and Chapter 2.46 of the County's Ordinance Code, which proclamation was ratified by the Board of Supervisors (the "Board") on March 10, 2020, pursuant to Government Code section 8630, and extended by the Board on April 7, 2020, until such time as the local emergency is terminated (the "COVID-19 Local Emergency"); and

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency related to COVID-19 throughout the State of California; and

WHEREAS, on March 13, 2020, the President of the United States proclaimed that the COVID-19 outbreak in the United States constituted a national emergency, beginning March 1, 2020; and

WHEREAS, the Director and the Director's designee, the Incident Commander at the Emergency Operations Center (EOC), have made many requests for services, supplies, and equipment, which expenses have been made through County department appropriations as well as through agreements executed by the Director or the EOC Incident Commander from March 3, 2020, to the present; and

WHEREAS, on March 24, 2020, the Board approved Resolution No. 077305 which, pursuant to Government Code Section 25502.7, authorized the Director to execute agreements for goods and services up to and including \$500,000, and any amendments to such agreements within such fiscal provisions; and

WHEREAS, The County issued a request for proposals for COVID-19 education and outreach to San Mateo County residents and the Contractor's proposal was selected; and

WHEREAS, on November 12, 2020, in furtherance of the County's efforts to save lives and protect health and safety in response to the COVID-19 emergency as declared by the federal, state, and local governments, the parties entered into an agreement for COVID-19 education and outreach to San Mateo County residents (Agreement No. 80511-F21-D150, also referenced herein as the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement to revise the scope of service, extend the term of the agreement and increase the maximum amount payable under the Agreement by **Twenty Thousand Dollars (\$20,000)** to an amount **Fifty Thousand Dollars (\$50,000)**, and otherwise revise the payment schedule.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 1 – Exhibits and Attachments is amended and restated in its entirety to read as follows:

Exhibit A1 (rev. May 18, 2021) – Services
Exhibit B1 (rev. May 18, 2021) – Payments and Rates

2. Section 3 - Payments is amended in its entirety to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A1, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B1. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **Fifty Thousand Dollars (\$50,000)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

3. Section 4 – Term is amended in its entirety to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 12, 2020, through December 31, 2021. Notwithstanding the foregoing, the Parties acknowledge and agree that on or about August 1, 2021, the Parties will meet and confer to determine whether the services set forth in Exhibit A1 to this Agreement remain appropriate, in whole or in part. In the event that such service are determined, in whole or part, to not remain appropriate, the County may terminate the Agreement, pursuant to the terms set forth in Attachment E, or the Parties may mutually agree to amend the Agreement to set forth services and compensation that are appropriate at that time.

4. Original Exhibit A is replaced in its entirety with Exhibit A1 (rev. May 18, 2021), attached.
5. Original Exhibit B is replaced in its entirety with Exhibit B1 (rev. May 18, 2021), attached.
6. All other terms and conditions of the Agreement shall remain in full force and effect.
7. The Agreement, as amended by this Amendment, including the revised Exhibit(s) A1 and B1 hereto and incorporated by reference, constitutes the entire understanding of the parties hereto with respect to this subject matter herein and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the Parties not expressly stated in this document are not binding. All subsequent modifications of this Amendment shall not be effective unless set forth in writing and executed by both parties.

In witness of and in agreement with this Amendment's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **Casa Circulo Cultural**



Contractor Signature

May 28, 2021
Date

Veronica Escamez
Contractor Name (please print)

COUNTY OF SAN MATEO
DocuSigned by:


533FEF9D52354F3...
County Signature

6/7/2021 | 1:50 PM PDT
Date

Iliana Rodriguez, Deputy County Manager
County Name, Title (please print)

Exhibit A1 (rev. May 18, 2021)

In consideration of the payments set forth in Exhibit B1, Contractor shall provide the following services:

I. Project Background:

The San Mateo County Office of Community Affairs wants to ensure that the community has ready access to important and updated information during the COVID-19 pandemic.

County health data shows that vulnerable populations in San Mateo County continue to be disproportionately affected by the COVID-19 pandemic. Underlying conditions, such as crowded households, jobs that cannot be done remotely, risk of exposure to COVID-19 from working in essential jobs, and lack of access to affordable health care services are long-term challenges contributing to the spread of the virus.

San Mateo County Health, working in tandem with other County agencies, is actively responding to the COVID-19 pandemic to protect the public and keep the community informed. As the County responds to the COVID-19 pandemic, it is essential that the County continue work with trusted messengers to ensure that the community receives culturally competent and timely information about how to remain safe and healthy. Trusted messengers will use grassroots, micro-targeted, action-oriented approach to reach people at higher risk for COVID-19, due to these underlying conditions.

The County is therefore entering into this Agreement with **Casa Circulo Cultural** to perform the following services, in order to achieve the objective of education and outreach to targeted vulnerable populations in San Mateo County to stop the spread of COVID-19.

II. Scope of Work:

Program and Outreach Goal: Contractor will conduct COVID-19 education and outreach to residents in **Redwood City and North Fair Oaks, Region 3**, as identified in Exhibit A1-1 to this Agreement, which is incorporated herein by reference. Contractor will provide outreach services and project coordination and ensure messaging is culturally relevant and linguistically appropriate. Contractor will conduct community/neighborhood outreach canvassing about COVID-19 events and neighborhood pop-up testing sites and provide information on how to avoid and prevent the spread of COVID-19 infection, where to access health, medical and financial resources, where and how to get tested for COVID-19, what to do after exposure, how to access services available to those who test positive, the importance of responding to Contact Tracers, and how to access COVID-19 vaccine locations. Services will provide accurate and up-to-date information through Contractor's resources, combatting misinformation and anxiety about COVID-19. Contractor will reach a target goal of **1,220 San Mateo County residents per month**.

The Contractor will be able to use messaging and graphics available on the County website. Contractor may adapt and tailor messaging and materials for local residents to ensure they are engaging, relevant, and compelling for the target population. Modifications to original County messaging will require approval from the County before distribution of outreach materials. The Contractor will share revised collateral with the County intended for distribution to target communities (as relevant). Contractor will be responsible for printing outreach materials.

Contractor will receive the following materials from the County to support outreach efforts.

- 5 face shields
- 50 face masks
- 2 large bottles of hand sanitizers

The items supplied will be for Contractor use during outreach only. The Contractor will be responsible for procuring supplies to give to the public during outreach activities.

Outreach activities will be conducted in a socio-cultural and linguistically tailored manner, including in English, and other languages based on population. Likewise, materials will be adapted to ensure socio-

cultural and linguistic appropriateness. Activities undertaken by Contractor will include, but will not necessarily be limited to, the following:

- Advance COVID-19 outreach with a target goal of reaching one thousand, two hundred twenty (1,220) San Mateo County residents per month.
- Host a minimum of three (3) outreach activities per month, such as:
 - Virtual education
 - In-person outreach
 - Neighborhood canvassing
 - Phone-banking
 - 1:1 engagements
- Commit to weekly social media posts relating to COVID-19 education
- Boost holiday-specific COVID-19 outreach, including culturally-specific observations, during the months of November and December 2020, such as:
 - Additional social media posts
 - Email blasts with holiday specific messaging
 - Text/Phone banking
 - Educating your target community on alternative ways to celebrate
 - Reinforce social distancing and celebrating within the household
 - Share safe travel tips
 - Outreach to faith-based communities
- Share easy-to-implement public health tips with San Mateo County residents
- Encourage key messages such as mask wearing, physical distancing, handwashing, and sanitizing, discourage large gatherings, and participate in COVID-19 testing
 - Messages may expand based on evolving public health guidance
- Promote the message that “wearing a mask” helps prevent the spread of COVID-19 and builds a better and healthier future
- Promote and share photos from community members via #MaskUpSMC campaign
- Share precautionary health tips that can be applied while following health guidelines
- Direct individuals and small businesses facing economic hardship to smcgov.org and cmo.smcgov.org/covid-19-resources for additional resources and information about assistance programs
- Direct individuals and small businesses to register for San Mateo County e-Community Newsletter (English/Spanish)
- Distribute outreach material and resources, including face coverings and hand sanitizers, to the public
- Conduct community/neighborhood outreach canvassing to encourage neighborhood pop-up testing sites and/or COVID-19 events
- Encourage individuals and small businesses to participate in COVID-19 testing, directing residents to testing sites and neighborhood pop-up locations
- Promote services are available for those who test positive (i.e. financial assistance, housing support, food assistance, care for loved ones, medical/health services, etc.)
- Educate on the importance of responding to Contact Tracers and how contact tracing helps stop the spread of COVID-19
- Educate on twin-pandemic – flu and COVID-19
- Educate and inform residents on the COVID-19 Vaccination and how to access vaccination sites
- Create COVID-19 specific content for various social media channels
- Post COVID-19 relevant information regarding resources, testing, and new public health orders to social media channels at least twice a week (if applicable)
- Virtual Based outreach - provide guidance on safety health tips (as applicable)
- Hosting a biweekly (Saturday and Sunday) Marvel Super Hero Float to encourage children and families to following COVID-19 public health guidance.
- Distribute face coverings and hand sanitizers to the public.
- Implement a social media campaign with bi-weekly announcements provided in English and Spanish.
- Host a 2-hour weekly radio program to promote mask wearing, social distancing, handwashing, and discourage large gatherings

- Partner with Telemundo to share easy-to-implement COVID-19 public health tips
- Conduct door-to-door canvassing on a monthly basis to share health tips and answer questions from local residents.
- Incorporate COVID-19 public health guidance into daily and weekly online and center-based classes for youth.
- Contractor will share all COVID-19 related events with CAT coordinator and County
- Contractor shall incorporate COVID-19 education into existing events, programs, and newsletters, beginning no later than November 12, 2020 and through the term of the Agreement
- Report any COVID-19-related misinformation or malicious information to the County as soon as practicable but, in any event, within 72 hours of learning of such information
- Coordinate and maintain at least monthly communication with CAT coordinator.
- Attend all County-directed and CAT coordinator monthly meetings, including the following:
 - COVID-19 Partner Kick-Off Meeting on **November 19, 2020**
- Submit to the County, and CAT coordinator, all deliverables on a monthly basis (invoice, timesheets, summary reports), in format directed by the County, as indicated:
 - Draft Implementation Plan due on or before **December 5, 2020**
 - Final Implementation Plan due on or before **January 5, 2020**
 - Monthly invoices, timesheets, and summary reports due on or before the 5th day of the next month (e.g. November's monthly report will be due on or before December 5th)
- Services provided by the Contractor pursuant to the Agreement will be performed in compliance with all applicable orders of the San Mateo County Health Officer and other state, local, or federal authorities related to COVID-19

II. Contract Monitoring Requirements

County of San Mateo staff will monitor and conduct scheduled evaluation of program, which may include site visits (if applicable) and review of Contractor's program and materials to determine progress in the achievement of program goals and objectives as specified under this agreement. The County will provide a minimum of one week's notice prior to any scheduled official monitoring site visit. A final report will be prepared by the county to provide feedback on areas of compliance and/no non-compliance. Contractor shall submit a written corrective action plan to the County in response to all findings of non-compliance. A follow-up monitoring visit will be conducted to ensure that all corrective action measures have been completed and contractor is in compliance with contract requirements. Contractor will be responsible for monitoring all subcontractors under this agreement.

Effective as of May 18, 2021, Contractor's Scope of Work includes the following additional tasks:

- Conduct COVID-19 education and outreach, with an emphasis on vaccine outreach, to San Mateo County residents
 - Host a minimum of three (3) outreach activities per month for San Mateo County residents, such as:
 - Outreach tabling
 - Vaccine outreach/registration
 - Neighborhood canvassing
 - Phone-banking
 - Virtual education
 - Other outreach methods
- At least 2 of the 3 minimum outreach activities per month must be in-person outreach.**
- Educate and inform residents on COVID-19 vaccination and how to access vaccination sites
 - Register community members for vaccine appointments and the State's MyTurn site
 - Conduct community/neighborhood outreach canvassing and flyer distribution to inform residents of COVID-19 events, such as community vaccine clinics or neighborhood testing sites
 - Conduct virtual-based outreach, phone-based outreach, and social media campaigns to raise awareness and educate the public about COVID-19 safety and vaccination

- Provide linkages to County resources and services for residents who experience expected symptoms from the vaccine or have an adverse reaction
- If applicable, educate and inform residents on the COVID-19 booster shot or additional vaccine doses as needed
- Facilitate two-way communication between the community and San Mateo County to identify, elevate, and respond to any concerns about the vaccine among residents
- Submit to the County, and CAT coordinator, all deliverables on a monthly basis (invoice, timesheets, summary reports), in format determined by the County as indicated. This includes:
 - Midpoint Report due on or before **May 31, 2021**
 - Final Report due on or before **December 5, 2021**

Exhibit A1-1

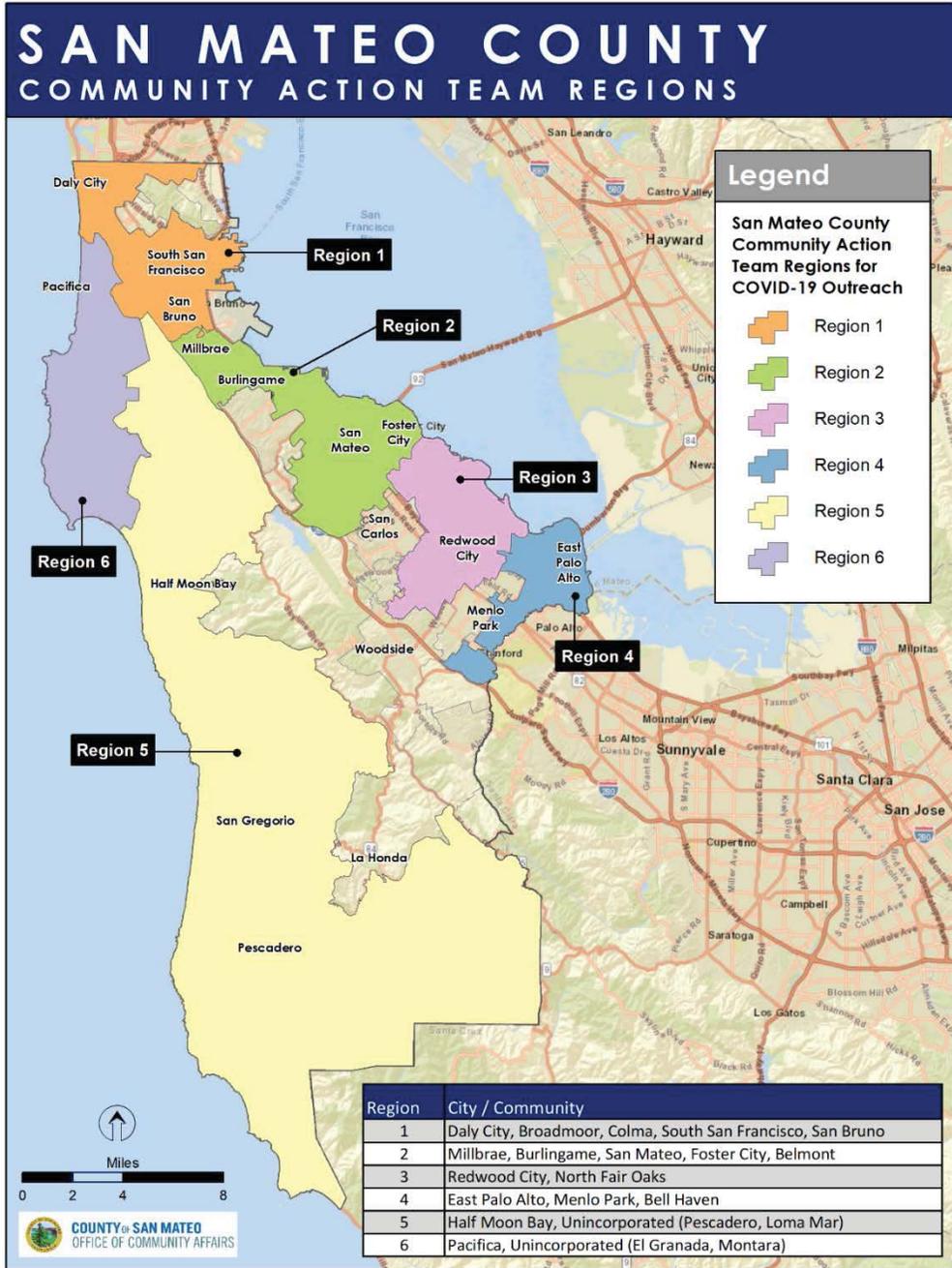


Exhibit B1 (rev. May 18, 2021)

In consideration of the services provided by Contractor described in Exhibit A1 and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

The County shall pay Contractor a fixed amount of **FIFTY THOUSAND DOLLARS (\$50,000)** with this amount paid pursuant to the Payment Schedule set forth below in this Exhibit B. Payment shall be upon receipt and approval of invoices in forms acceptable to the County, and contingent on all reporting required to be made in the Agreement by Contractor to the County Manager.

Contractor will submit detailed invoices to the County based on deliverables outlined under Payment Schedule below. Along with deliverables, and monthly reports, Contractor will include billed hours for each position, hours billed at applicable rates, locations where Contractor's assigned personnel are working and supporting documentation including timesheets or time logs for staff with a description of the work performed and no greater than quarter hour billing increments. Contractor will certify the timesheets and/or time logs.

- Deliverables and Timesheets shall be sent to the attention of:

Helen Guo, hguo@smcgov.org

- Failure to submit required reports may result in delay in processing of invoices for reimbursement.

Payment Schedule

Timeline	Deliverables/Metrics	Monthly Payment
November 2020	<ul style="list-style-type: none"> • Participate in Kick-Off Meeting • Draft Implementation Plan • Host a minimum of 3 outreach activities, reaching a goal of 610 people, such as: <ul style="list-style-type: none"> ○ Virtual education ○ In-person outreach ○ Neighborhood canvassing ○ Phone-banking ○ 1:1 engagements • Weekly social media posts • Host testing site (if mutually agreed upon by County and Contractor) • Conduct a minimum of 5 holiday-specific COVID-19 outreach activities, including culturally-specific observations, such as: <ul style="list-style-type: none"> ○ Additional social media posts ○ Email blasts with holiday specific messaging ○ Text/Phone banking ○ Educating your target community on alternative ways to celebrate ○ Reinforce social distancing and celebrating within the household ○ Share safe travel tips ○ Outreach to faith-based communities 	<p>Required Documentation:</p> <ul style="list-style-type: none"> • Invoice • Timesheets • Summary report of corresponding deliverables and metrics <p>Deadline: December 5, 2020</p> <p>Payment Amount: 25% of \$20,000 (i.e. \$5,000) upon submission of required documents + \$2,500 for additional holiday boost</p>
December 2020	<ul style="list-style-type: none"> • Finalize Implementation Plan based on County/CAT feedback. • Attend monthly regional meeting. 	<p>Required Documentation:</p> <ul style="list-style-type: none"> • Invoice • Timesheets

	<ul style="list-style-type: none"> • Host a minimum of 3 outreach activities, reaching a goal of 1,220 people per month, such as: <ul style="list-style-type: none"> ○ Virtual education ○ In-person outreach ○ Neighborhood canvassing ○ Phone-banking ○ 1:1 engagements • Weekly social media posts • Host testing site (if mutually agreed upon by County and Contractor) • Conduct a minimum of 15 holiday-specific COVID-19 outreach activities, including culturally-specific observations, such as: <ul style="list-style-type: none"> ○ Additional social media posts ○ Email blasts with holiday specific messaging ○ Text/Phone banking ○ Educating your target community on alternative ways to celebrate ○ Reinforce social distancing and celebrating within the household ○ Share safe travel tips ○ Outreach to faith-based communities 	<ul style="list-style-type: none"> • Summary report of corresponding deliverables and metrics <p>Deadline: January 5, 2021</p> <p>Payment Amount: 25% of \$20,000 (i.e. \$5,000) upon submission of required documents + \$7,500 for additional holiday boost</p>
January – April 2021	<ul style="list-style-type: none"> • Attend monthly regional meeting • Host a minimum of 3 outreach activities, reaching a goal of 1,220 people per month, such as: <ul style="list-style-type: none"> ○ Virtual education ○ In-person outreach ○ Neighborhood canvassing ○ Phone-banking ○ 1:1 engagements • Weekly social media posts • Host testing site (if mutually agreed upon by County and Contractor) 	<p>Required Documentation:</p> <ul style="list-style-type: none"> • Invoice • Timesheets • Summary report of corresponding deliverables and metrics <p>Deadline: On or before the 5th of the following month</p> <p>Payment Amount: 10% of \$20,000 (i.e. \$2,000) per month (January – April 2021) upon submission of required documents each month</p>
May 2021	<ul style="list-style-type: none"> • Submit Midpoint Report • Attend monthly regional meeting • Continue outreach activities until May 15, such as: <ul style="list-style-type: none"> ○ Virtual education ○ In-person outreach ○ Neighborhood canvassing ○ Phone-banking ○ 1:1 engagements • Weekly social media posts • Host testing site (if mutually agreed upon by County and Contractor) 	<p>Required Documentation:</p> <ul style="list-style-type: none"> • Invoice • Timesheets • Summary report of corresponding deliverables and metrics <p>Deadline: May 31, 2021</p> <p>Payment Amount: 10% of \$20,000 (i.e. \$2,000) upon submission of required documents</p>

Effective as of May 18, 2021, Contractor's Payment Schedule and Deliverables includes the following:		
June – October 2021	<ul style="list-style-type: none"> • Submit monthly summary report • Attend monthly regional meeting • Host a minimum of 3 outreach activities, reaching a goal of 1,220 people per month, such as: <ul style="list-style-type: none"> ○ Outreach tabling ○ Vaccine outreach/registration ○ Neighborhood canvassing ○ Phone-banking ○ Virtual education ○ Other outreach methods <p>At least 2 out of the 3 minimum outreach activities per month must be in-person outreach.</p> <ul style="list-style-type: none"> • Weekly social media posts 	<p>Required Documentation:</p> <ul style="list-style-type: none"> • Invoice • Timesheets • Summary report of corresponding deliverables and metrics <p>Deadline: On or before the 5th of the following month</p> <p>Payment Amount: 18% of \$20,000 from amended contract (i.e. \$3,600) per month upon submission of required documents</p>
November 2021	<ul style="list-style-type: none"> • Submit Final Report • Attend Final Wrap-Up Meeting • Continue outreach activities until November 30, 2021, such as: <ul style="list-style-type: none"> ○ Outreach tabling ○ Vaccine outreach/registration ○ Neighborhood canvassing ○ Phone-banking ○ Virtual education ○ Other outreach methods <p>At least 2 out of the 3 minimum outreach activities per month must be in-person outreach.</p> <ul style="list-style-type: none"> • Holiday messaging • Weekly social media posts 	<p>Required Documentation:</p> <ul style="list-style-type: none"> • Invoice • Timesheets • Summary report of corresponding deliverables and metrics <p>Deadline: December 5, 2021</p> <p>Payment Amount: 10% of \$20,000 from amended contract (i.e. \$2,000) upon submission of required documents</p>

In no event shall the amount paid under this Agreement, including for services, materials, and applicable taxes, exceed the total amount of **FIFTY THOUSAND DOLLARS (\$50,000)**.

Contract # 80511-F21-D142 Amendment 1

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
COMMUNITY INITIATIVES, AS FISCAL AGENT FOR BAY AREA COMMUNITY HEALTH ADVISORY
COUNCIL (BACHAC)**

THIS AMENDMENT TO THE AGREEMENT, is entered into this 18th day of May 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Community Initiatives, as fiscal agent for Bay Area Community Health Advisory Council (BACHAC), hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, on March 3, 2020, the County's Health Officer issued a "Declaration of Local Health Emergency Regarding Novel Coronavirus 2019," and the County Manager, as the County's Director of Emergency Services (the "Director"), issued a proclamation of local emergency pursuant to Government Code section 8630 and Chapter 2.46 of the County's Ordinance Code, which proclamation was ratified by the Board of Supervisors (the "Board") on March 10, 2020, pursuant to Government Code section 8630, and extended by the Board on April 7, 2020, until such time as the local emergency is terminated (the "COVID-19 Local Emergency"); and

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency related to COVID-19 throughout the State of California; and

WHEREAS, on March 13, 2020, the President of the United States proclaimed that the COVID-19 outbreak in the United States constituted a national emergency, beginning March 1, 2020; and

WHEREAS, the Director and the Director's designee, the Incident Commander at the Emergency Operations Center (EOC), have made many requests for services, supplies, and equipment, which expenses have been made through County department appropriations as well as through agreements executed by the Director or the EOC Incident Commander from March 3, 2020, to the present; and

WHEREAS, on March 24, 2020, the Board approved Resolution No. 077305 which, pursuant to Government Code Section 25502.7, authorized the Director to execute agreements for goods and services up to and including \$500,000, and any amendments to such agreements within such fiscal provisions; and

WHEREAS, The County issued a request for proposals for COVID-19 education and outreach to San Mateo County residents and the Contractor's proposal was selected; and

WHEREAS, on November 12, 2020, in furtherance of the County's efforts to save lives and protect health and safety in response to the COVID-19 emergency as declared by the federal, state, and local governments, the parties entered into an agreement for COVID-19 education and outreach to San Mateo County residents (Agreement No. 80511-F21-D142, also referenced herein as the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement to revise the scope of service, extend the term of the agreement and increase the maximum amount payable under the Agreement by **Twenty Thousand Dollars (\$20,000)** to an amount **Fifty Thousand Dollars (\$50,000)**, and otherwise revise the payment schedule.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 1 – Exhibits and Attachments is amended and restated in its entirety to read as follows:

Exhibit A1 (rev. May 18, 2021) – Services
Exhibit B1 (rev. May 18, 2021) – Payments and Rates

2. Section 3 - Payments is amended in its entirety to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A1, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B1. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **Fifty Thousand Dollars (\$50,000)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

3. Section 4 – Term is amended in its entirety to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 12, 2020, through December 31, 2021.

4. Original Exhibit A is replaced in its entirety with Exhibit A1 (rev. May 18, 2021), attached.
5. Original Exhibit B is replaced in its entirety with Exhibit B1 (rev. May 18, 2021), attached.
6. All other terms and conditions of the Agreement shall remain in full force and effect.
7. The Agreement, as amended by this Amendment, including the revised Exhibit(s) A1 and B1 hereto and incorporated by reference, constitutes the entire understanding of the parties hereto with respect to this subject matter herein and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the Parties not expressly stated in this document are not binding. All subsequent modifications of this Amendment shall not be effective unless set forth in writing and executed by both parties.

In witness of and in agreement with this Amendment's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **Community Initiatives, as fiscal agent for Bay Area Community Health Advisory Council (BACHAC)**

DocuSigned by:
Ruth Williams _____ 5/19/2021 _____ Ruth Williams
Contractor ID: 574D70B859D74E1... Date Contractor Name (please print)

COUNTY OF SAN MATEO

DocuSigned by:
Iliana Rodriguez _____ 6/8/2021 | 8:56 AM PDT _____ Iliana Rodriguez, Deputy County Manager
County Signature Date County Name, Title (please print)

Exhibit A1 (rev. May 18, 2021)

In consideration of the payments set forth in Exhibit B1, Contractor shall provide the following services:

I. Project Background:

The San Mateo County Office of Community Affairs wants to ensure that the community has ready access to important and updated information during the COVID-19 pandemic.

County health data shows that vulnerable populations in San Mateo County continue to be disproportionately affected by the COVID-19 pandemic. Underlying conditions, such as crowded households, jobs that cannot be done remotely, risk of exposure to COVID-19 from working in essential jobs, and lack of access to affordable health care services are long-term challenges contributing to the spread of the virus.

San Mateo County Health, working in tandem with other County agencies, is actively responding to the COVID-19 pandemic to protect the public and keep the community informed. As the County responds to the COVID-19 pandemic, it is essential that the County continue work with trusted messengers to ensure that the community receives culturally competent and timely information about how to remain safe and healthy. Trusted messengers will use grassroots, micro-targeted, action-oriented approach to reach people at higher risk for COVID-19, due to these underlying conditions.

The County is therefore entering into this Agreement with **Community Initiatives, as fiscal agent for Bay Area Community Health Advisory Council (BACHAC)** to perform the following services, in order to achieve the objective of education and outreach to targeted vulnerable populations in San Mateo County to stop the spread of COVID-19.

II. Scope of Work:

Program and Outreach Goal: Contractor will conduct COVID-19 education and outreach to residents in **North Central San Mateo, Region 2**, as identified in Exhibit A1-1 to this Agreement, which is incorporated herein by reference. Contractor will provide outreach services and project coordination and ensure messaging is culturally relevant and linguistically appropriate. Contractor will conduct community/neighborhood outreach canvassing about COVID-19 events and neighborhood pop-up testing sites and provide information on how to avoid and prevent the spread of COVID-19 infection, where to access health, medical and financial resources, where and how to get tested for COVID-19, what to do after exposure, how to access services available to those who test positive, the importance of responding to Contact Tracers, and how to access COVID-19 vaccine locations. Services will provide accurate and up-to-date information through Contractor's resources, combatting misinformation and anxiety about COVID-19. Contractor will reach a target goal of **500 San Mateo County residents per month**.

The Contractor will be able to use messaging and graphics available on the County website. Contractor may adapt and tailor messaging and materials for local residents to ensure they are engaging, relevant, and compelling for the target population. Modifications to original County messaging will require approval from the County before distribution of outreach materials. The Contractor will share revised collateral with the County intended for distribution to target communities (as relevant). Contractor will be responsible for printing outreach materials.

Contractor will receive the following materials from the County to support outreach efforts.

- 5 face shields
- 50 face masks
- 2 large bottles of hand sanitizers

The items supplied will be for Contractor use during outreach only. The Contractor will be responsible for procuring supplies to give to the public during outreach activities.

Outreach activities will be conducted in a socio-cultural and linguistically tailored manner, including in English, and other languages based on population. Likewise, materials will be adapted to ensure socio-cultural and linguistic appropriateness. Activities undertaken by Contractor will include, but will not necessarily be limited to, the following:

- Advance COVID-19 outreach with a target goal of reaching five hundred (500) residents per month in San Mateo County
- Host a minimum of three (3) outreach activities per month, such as:
 - Virtual education
 - In-person outreach
 - Neighborhood canvassing
 - Phone-banking
 - 1:1 engagements
- Commit to weekly social media posts relating to COVID-19 education
- Boost holiday-specific COVID-19 outreach, including culturally-specific observations, during the months of November and December 2020, such as:
 - Additional social media posts
 - Email blasts with holiday specific messaging
 - Text/Phone banking
 - Educating your target community on alternative ways to celebrate
 - Reinforce social distancing and celebrating within the household
 - Share safe travel tips
 - Outreach to faith-based communities
- Share easy-to-implement public health tips with San Mateo County residents
- Encourage key messages such as mask wearing, physical distancing, handwashing, and sanitizing, discourage large gatherings, and participate in COVID-19 testing
 - Messages may expand based on evolving public health guidance
- Promote the message that “wearing a mask” helps prevent the spread of COVID-19 and builds a better and healthier future
- Promote and share photos from community members via #MaskUpSMC campaign
- Share precautionary health tips that can be applied while following health guidelines
- Direct individuals and small businesses facing economic hardship to smcgov.org and cmo.smcgov.org/covid-19-resources for additional resources and information about assistance programs
- Direct individuals and small businesses to register for San Mateo County e-Community Newsletter (English/Spanish)
- Distribute outreach material and resources, including face coverings and hand sanitizers, to the public
- Conduct community/neighborhood outreach canvassing to encourage neighborhood pop-up testing sites and/or COVID-19 events
- Encourage individuals and small businesses to participate in COVID-19 testing, directing residents to testing sites and neighborhood pop-up locations
- Promote services are available for those who test positive (i.e. financial assistance, housing support, food assistance, care for loved ones, medical/health services, etc.)
- Educate on the importance of responding to Contact Tracers and how contact tracing helps stop the spread of COVID-19
- Educate on twin-pandemic – flu and COVID-19
- Educate and inform residents on the COVID-19 Vaccination and how to access vaccination sites
- Create COVID-19 specific content for various social media channels
- Post COVID-19 relevant information regarding resources, testing, and new public health orders to social media channels at least twice a week (if applicable)
- Virtual Based outreach - provide guidance on safety health tips (as applicable)
- Monthly virtual education on COVID-19 through Contractor’s “Wellness Where You Are” health series
- Contractor will host pop-up PPE and other safety equipment giveaways in partnership with local organizations, faith-based organizations, grocery and retail outlets, and the King Center

- Contractor will use phone banking system to reach community
- Contractor will add relevant resources to the BACHAC COVID-19 resource web page
- Contractor will use “street warrior “services through door to door or in person information services
- Contractor will share all COVID-19 related events with CAT coordinator and County
- Contractor shall incorporate COVID-19 education into existing events, programs, and newsletters, beginning no later than November 12, 2020 and through the term of the Agreement
- Report any COVID-19-related misinformation or malicious information to the County as soon as practicable but, in any event, within 72 hours of learning of such information
- Coordinate and maintain at least monthly communication with CAT coordinator.
- Attend all County-directed and CAT coordinator monthly meetings, including the following:
 - COVID-19 Partner Kick-Off Meeting on **November 19, 2020**
- Submit to the County, and CAT coordinator, all deliverables on a monthly basis (invoice, timesheets, summary reports), in format determined by the County as indicated. This includes:
 - Draft Implementation Plan due on or before **December 5, 2020**
 - Final Implementation Plan due on or before **January 5, 2020**
 - Monthly invoices, timesheets, and summary reports due on or before the 5th day of the next month (e.g. November’s monthly report will be due December 5th)
- Services provided by the Contractor pursuant to the Agreement will be performed in compliance with all applicable orders of the San Mateo County Health Officer and other state, local, or federal authorities related to COVID-19

II. Contract Monitoring Requirements

County of San Mateo staff will monitor and conduct scheduled evaluation of program, which may include site visits (if applicable) and review of Contractor’s program and materials to determine progress in the achievement of program goals and objectives as specified under this agreement. The County will provide a minimum of one week’s notice prior to any scheduled official monitoring site visit. A final report will be prepared by the county to provide feedback on areas of compliance and/no non-compliance. Contractor shall submit a written corrective action plan to the County in response to all findings of non-compliance. A follow-up monitoring visit will be conducted to ensure that all corrective action measures have been completed and contractor is in compliance with contract requirements. Contractor will be responsible for monitoring all subcontractors under this agreement.

Effective as of May 18, 2021, Contractor’s Scope of Work includes the following additional tasks:

- Conduct COVID-19 education and outreach, with an emphasis on vaccine outreach, to San Mateo County residents
- Host a minimum of three (3) outreach activities per month for San Mateo County residents, such as:
 - Outreach tabling
 - Vaccine outreach/registration
 - Neighborhood canvassing
 - Phone-banking
 - Virtual education
 - Other outreach methods
- **At least 2 of the 3 minimum outreach activities per month must be in-person outreach.**
- Educate and inform residents on COVID-19 vaccination and how to access vaccination sites
- Register community members for vaccine appointments and the State’s MyTurn site
- Conduct community/neighborhood outreach canvassing and flyer distribution to inform residents of COVID-19 events, such as community vaccine clinics or neighborhood testing sites
- Conduct virtual-based outreach, phone-based outreach, and social media campaigns to raise awareness and educate the public about COVID-19 safety and vaccination

- Provide linkages to County resources and services for residents who experience expected symptoms from the vaccine or have an adverse reaction
- If applicable, educate and inform residents on the COVID-19 booster shot or additional vaccine doses as needed
- Facilitate two-way communication between the community and San Mateo County to identify, elevate, and respond to any concerns about the vaccine among residents
- Submit to the County, and CAT coordinator, all deliverables on a monthly basis (invoice, timesheets, summary reports), in format determined by the County as indicated. This includes:
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Exhibit A1-1

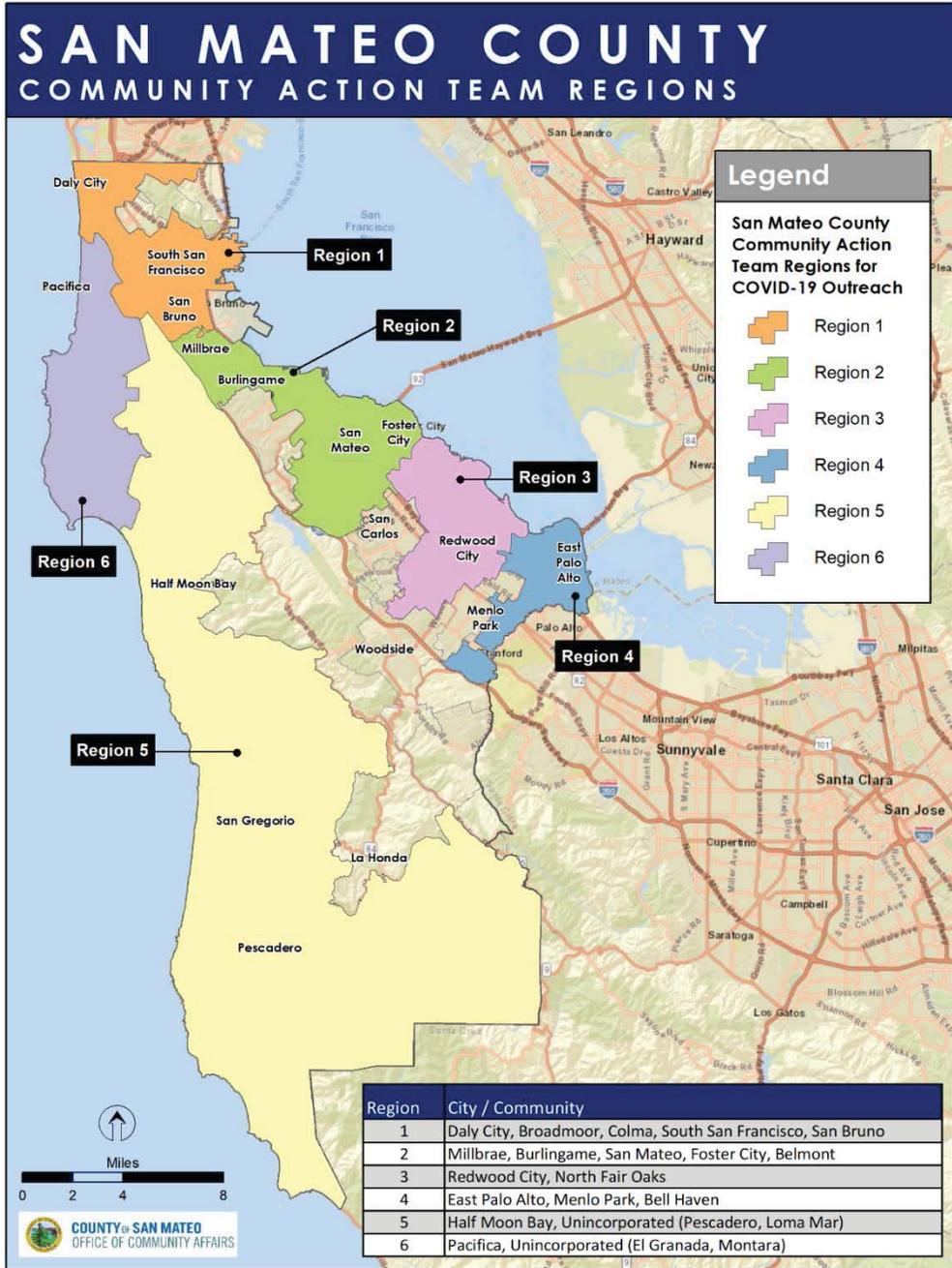


Exhibit B1 (rev. May 18, 2021)

In consideration of the services provided by Contractor described in Exhibit A1 and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

The County shall pay Contractor a fixed amount of **FIFTY THOUSAND DOLLARS (\$50,000)** with this amount paid pursuant to the Payment Schedule set forth below in this Exhibit B. Payment shall be upon receipt and approval of invoices in forms acceptable to the County, and contingent on all reporting required to be made in the Agreement by Contractor to the County Manager.

Contractor will submit detailed invoices to the County based on deliverables outlined under Payment Schedule below. Along with deliverables, and monthly reports, Contractor will include billed hours for each position, hours billed at applicable rates, locations where Contractor's assigned personnel are working and supporting documentation including timesheets or time logs for staff with a description of the work performed and no greater than quarter hour billing increments. Contractor will certify the timesheets and/or time logs.

- Deliverables and Timesheets shall be sent to the attention of:

Helen Guo, hguo@smcgov.org

- Failure to submit required reports may result in delay in processing of invoices for reimbursement.

Payment Schedule

Timeline	Deliverables/Metrics	Monthly Payment
November 2020	<ul style="list-style-type: none"> • Participate in Kick-Off Meeting • Draft Implementation Plan • Host a minimum of 3 outreach activities, reaching a goal of 250 people, such as: <ul style="list-style-type: none"> ○ Virtual education ○ In-person outreach ○ Neighborhood canvassing ○ Phone-banking ○ 1:1 engagements • Weekly social media posts • Conduct a minimum of 5 holiday-specific COVID-19 outreach activities, including culturally-specific observations, such as: <ul style="list-style-type: none"> ○ Additional social media posts ○ Email blasts with holiday specific messaging ○ Text/Phone banking ○ Educating your target community on alternative ways to celebrate ○ Reinforce social distancing and celebrating within the household ○ Share safe travel tips ○ Outreach to faith-based communities 	<p>Required Documentation:</p> <ul style="list-style-type: none"> • Invoice • Timesheets • Summary report of corresponding deliverables and metrics <p>Deadline: December 5, 2020</p> <p>Payment Amount: 25% of \$20,000 (i.e. \$5,000) upon submission of required documents + \$2,500 for additional holiday boost</p>
December 2020	<ul style="list-style-type: none"> • Finalize Implementation Plan based on County/CAT feedback. • Attend monthly regional meeting. • Host a minimum of 3 outreach activities, reaching a goal of 500 people per month, such as: 	<p>Required Documentation:</p> <ul style="list-style-type: none"> • Invoice • Timesheets • Summary report of corresponding deliverables and metrics

	<ul style="list-style-type: none"> ○ Virtual education ○ In-person outreach ○ Neighborhood canvassing ○ Phone-banking ○ 1:1 engagements ● Weekly social media posts ● Conduct a minimum of 15 holiday-specific COVID-19 outreach activities, including culturally-specific observations, such as: <ul style="list-style-type: none"> ○ Additional social media posts ○ Email blasts with holiday specific messaging ○ Text/Phone banking ○ Educating your target community on alternative ways to celebrate ○ Reinforce social distancing and celebrating within the household ○ Share safe travel tips ○ Outreach to faith-based communities 	<p>Deadline: January 5, 2021</p> <p>Payment Amount: 25% of \$20,000 (i.e. \$5,000) upon submission of required documents + \$7,500 for additional holiday boost</p>
January – April 2021	<ul style="list-style-type: none"> ● Attend monthly regional meeting ● Host a minimum of 3 outreach activities, reaching a goal of 500 people per month, such as: <ul style="list-style-type: none"> ○ Virtual education ○ In-person outreach ○ Neighborhood canvassing ○ Phone-banking ○ 1:1 engagements ● Weekly social media posts 	<p>Required Documentation:</p> <ul style="list-style-type: none"> ● Invoice ● Timesheets ● Summary report of corresponding deliverables and metrics <p>Deadline: On or before the 5th of the following month</p> <p>Payment Amount: 10% of \$20,000 (i.e. \$2,000) per month (January – April 2021) upon submission of required documents each month</p>
May 2021	<ul style="list-style-type: none"> ● Submit Midpoint Report ● Attend monthly regional meeting ● Continue outreach activities until May 15, such as: <ul style="list-style-type: none"> ○ Virtual education ○ In-person outreach ○ Neighborhood canvassing ○ Phone-banking ○ 1:1 engagements ● Weekly social media posts 	<p>Required Documentation:</p> <ul style="list-style-type: none"> ● Invoice ● Timesheets ● Summary report of corresponding deliverables and metrics <p>Deadline: May 31, 2021</p> <p>Payment Amount: 10% of \$20,000 (i.e. \$2,000) upon submission of required documents</p>

Effective as of May 18, 2021, Contractor's Payment Schedule and Deliverables includes the following:		
June – October 2021	<ul style="list-style-type: none"> • Submit monthly summary report • Attend monthly regional meeting • Host a minimum of 3 outreach activities, reaching a goal of 500 people per month, such as: <ul style="list-style-type: none"> ○ Outreach tabling ○ Vaccine outreach/registration ○ Neighborhood canvassing ○ Phone-banking ○ Virtual education ○ Other outreach methods <p>At least 2 out of the 3 minimum outreach activities per month must be in-person outreach.</p> <ul style="list-style-type: none"> • Weekly social media posts 	<p>Required Documentation:</p> <ul style="list-style-type: none"> • Invoice • Timesheets • Summary report of corresponding deliverables and metrics <p>Deadline: On or before the 5th of the following month</p> <p>Payment Amount: 18% of \$20,000 from amended contract (i.e. \$3,600) per month upon submission of required documents</p>
November 2021	<ul style="list-style-type: none"> • Submit Final Report • Attend Final Wrap-Up Meeting • Continue outreach activities until November 30, 2021, such as: <ul style="list-style-type: none"> ○ Outreach tabling ○ Vaccine outreach/registration ○ Neighborhood canvassing ○ Phone-banking ○ Virtual education ○ Other outreach methods <p>At least 2 out of the 3 minimum outreach activities per month must be in-person outreach.</p> <ul style="list-style-type: none"> • Holiday messaging • Weekly social media posts 	<p>Required Documentation:</p> <ul style="list-style-type: none"> • Invoice • Timesheets • Summary report of corresponding deliverables and metrics <p>Deadline: December 5, 2021</p> <p>Payment Amount: 10% of \$20,000 from amended contract (i.e. \$2,000) upon submission of required documents</p>

In no event shall the amount paid under this Agreement, including for services, materials, and applicable taxes, exceed the total amount of **FIFTY THOUSAND DOLLARS (\$50,000)**.

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	\$	192,130.67
Proposed Eligible Microbusiness Grants Budget - County 1	\$	772,500.00
Total Proposed Budget	\$	964,630.67

CALIFORNIA MICROBUSINESS COVID-19 RELIEF GRANT PROGRAM**Grantmaking Entity - Proposed Budget Detail****COUNTY NAME: San Mateo County****Total allocation** \$ 964,630.67

Staff Implementation: Personnel Salaries + Benefits	Estimated Cost
<i>Program Director</i>	\$ 10,000.00
<i>Program Managers</i>	\$ 40,000.00
<i>Program Coordinator</i>	\$ 25,000.00
<i>Marketing Manager</i>	\$ 15,000.00
<i>Benefits (24% of salaries)</i>	\$ 21,600.00
	\$ -
	\$ -
	\$ -
Program Related Technology, Tools, Supplies & Materials	
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Marketing & Outreach Expenses	
<i>Print materials</i>	\$ 630.67
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Other/Contractual Expenses	
<i>Technical assistance/outreach - SBDC Consultants (Renaissance Entrepreneurship Center)</i>	\$ 18,500.00
<i>Outreach - Environmental Innovations</i>	\$ 18,500.00
<i>Outreach - Peninsula Chinese Business Association, subcontractor to SAMCEDA</i>	\$ 18,500.00
<i>Outreach - community based organizations through County Office of Community Affairs</i>	\$ 10,000.00
	\$ -
County and/or nonprofit as fiscal agent	
<i>Fiscal agent fee - Renaissance Entrepreneurship Center</i>	\$ 14,400.00
Total Administrative Cost Request	\$ 192,130.67
	Admin Cost does not exceed 20% or \$300,000
Eligible Small Business Subgrants	
Estimated # of Eligible Microbusinesses Served	309
Estimated Dollar Amount of Eligible Microbusiness Subgrants	\$ 772,500.00
Total Proposed Budget	\$ 964,630.67

GUIDANCE

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

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

The State is seeking competitive proposals with platform efficiencies to reduce the cost and maximize grants awarded to eligible microbusinesses. All costs must be justified in detail. Awarded grantmaking entity may be subject to a full audit.

Additional lines may be inserted above as needed.

For applications that will serve multiple counties, please fill out one budget detail sheet for each county. Copy tabs as needed to reach the desired number of counties.

Exhibit E – Letter of Designation

COUNTY OF SAN MATEO
COUNTY MANAGER'S OFFICE

Michael P. Callagy
County Manager/
Clerk of the Board

County Government Center
400 County Center, 1st Floor
Redwood City, CA 94063
650-363-4121 T
650-363-1916 F
www.smcgov.org

November 23, 2021

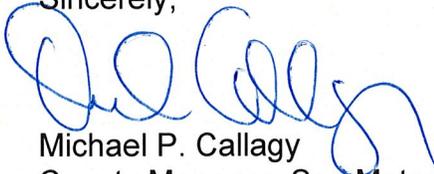
Office of the Small Business Advocate
Governor's Office of Business and Economic Development
1325 J Street, Suite 1800
Sacramento, CA 95814

To Whom it May Concern:

San Mateo County is pleased to apply for funding from the California Microbusiness COVID-19 Relief Grant Program (MBCRG). As you will see in our application, since the start of the pandemic, San Mateo County has developed, promoted and distributed six rounds of grants for small businesses. Through that work, we have established strong partnerships with multiple community partners with strong ties to our multiple Asian communities and our large Latinx community. The community organizations have assisted business owners with applications and done door-to-door outreach to promote programs.

Our small business grant programs have been overseen by the County Manager's Office, which is why I am designating the County Manager's Office as the Authorized Representative for MBCRG Program in San Mateo County.

Sincerely,



Michael P. Callagy
County Manager, San Mateo County
400 County Center, 1st floor
Redwood City, CA 94063
650-363-4129
mcallagy@smcgov.org



Exhibit F –Program Announcement



CALIFORNIA MICROBUSINESS COVID-19 RELIEF GRANT PROGRAM

GRANTMAKING ENTITY

REQUEST FOR PROPOSALS - ROUND 1

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

Opening Date: Monday, October 11, 2021

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

Amended November 9, 2021

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

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

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Introduction

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

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

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

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

Background and Purpose

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

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

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

Priorities

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

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

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

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

Definitions

Definitions that pertain to this Program Announcement are provided below.

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

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

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

r.4.5 Third-party verification 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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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)
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- d. Subcontractor's previous experience in administering grants or similar programs to micro and small businesses

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

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

END

END EXHIBIT F