

COUNTY OF IMPERIAL MICROBUSINESS GRANT AGREEMENT

This Grant Agreement is entered into between the County of Imperial, a political subdivision of the State of California (County), and _____, a microbusiness operating in the County of Imperial.

WHEREAS the California Microbusiness COVID-19 Relief Grant Program (MBCRG) was created in 2021 within the California Office of the Small Business Advocate (CalOSBA) to assist qualified California 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; and,

WHEREAS the County of Imperial Microbusiness COVID-19 Relief Grant program (Program) was established and is funded in part through a Grant from CalOSBA; and,

WHEREAS the County has contracted with community organizations such as the Southwestern Community College District with its San Diego and Imperial Valley Small Business Development Center (SBDC) to administer the Program; and,

WHEREAS certain requirements must be satisfied and certifications made to determine Grantee's eligibility for the Program to receive a grant under the Program;

NOW, THEREFORE, the parties agree as follows:

1. **Amount of Grant.** The County agrees to pay Grantee the amount of \$2,500. Under no circumstances is County obligated to pay Grantee more than this amount. County shall pay Grantee after County awards a grant and receives a signed copy of this Agreement from Grantee.

2. **Grantee Certifications.**
 - a. Please describe in a short manner how your business was impacted by the Covid-19 pandemic:

 - b. Grantee certifies that the above in (a) is true and correct.
 - c. Grantee acknowledges and certifies to all the following:
 - i. Grantee is currently an active business and/or nonprofit organization operating prior to December 31, 2019.
 - ii. Grantee's microbusiness began its operation and was legally operating since beginning operation, including being registered with the California Secretary of State, if required.
 - iii. Grantee is the majority-owner and manager of the qualified microbusiness and has full authority to make the certifications referenced herein on Grantee's behalf.
 - iv. The microbusiness owner's primary means of income in the 2019 taxable year was the qualified microbusiness.

- v. Grantee had less than fifty thousand dollars (\$50,000) in revenues in the 2019 taxable year.
 - vi. Grantee currently has fewer than five full-time equivalent employees and had fewer than five full-time equivalent employees in the 2019, 2020 and 2021 taxable years.
 - vii. Grantee has a principal office in the County of Imperial and is presently operating in the County of Imperial. In the event, Grantee is a nonprofit organization, that the nonprofit is located and provides services to County of Imperial residents and/or businesses.
 - viii. Grantee's business/organization was significantly impacted by the COVID-19 pandemic, as evidenced by at least a 10% reduction in revenue from the 2019 to 2020 taxable years and/or a signed attestation and narrative describing significant impact from COVID-19.
 - ix. The microbusiness owner did not receive a grant under the California Small Business COVID-19 Relief Grant Program.
 - x. Grantee 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 by not being considered a "qualified small business."
 - xi. The microbusiness owner did not receive a grant under the California Small Business COVID-19 Relief Grant Program.
- d. County may require Grantee to repay such grant funds and take any other legal or equitable recourse available, including, without limitation, remedies for fraud if:
- i. any of Grantee's certifications specified in Paragraph 2(i)-(xii) are untrue, or
 - ii. Grantee knowingly makes any false or misleading statement, or material omission in the information or materials required or requested from Grantee, or
 - iii. Grantee uses any grant funds for any unauthorized purpose.
3. **Restrictions on use of grant funds.** Grant funds will be used only to cover one or more of the following costs and/or expenses of Grantee:
- 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 Government Code Section 12100.83.
4. **Only one award; voidability.** Grantee has not and will not apply for or receive any other grant through or under the Program. Further, no majority owner of Grantee has applied for or received, nor will any majority owner of Grantee apply for or receive, any other grant through or under the Program on behalf of any other business for which such person is also a majority owner. The undersigned hereby represents and warrants, as Grantee's owner, that Grantee is the undersigned's eligible business with the highest gross revenue. Grantee agrees that if a

second award is issued, then one or both awards will be voidable at the discretion of the County.

5. **Guarantee of truth and accuracy.** All information provided by or on behalf of Grantee, including without limitation the information contained in Grantee's grant application submitted for the Program and all information provided in support of Grantee's application under the Program, is and will be true and accurate in all material respects.
6. **Reliance on Grantee Certifications.** The County, and all County partners and contractors, including Southwestern Community College District and SBDC are each relying upon the certifications made in this document in addition to any other certifications made by the Grantee in connection with its application for the Program. All certifications made by Grantee in connection with the Program are made in good faith.
7. **Complete Agreement.** This Agreement constitutes the entire agreement between Grantee and County regarding the subject matter contained herein. All other representations, oral or written, are superseded by this Agreement. Neither party is relying on any representation outside of this Agreement. This Agreement may be changed only by written amendment signed by both parties.
8. **Notice.** All communications from Grantee to the County shall be sent to the County of Imperial Auditor and Controller as listed below. Any notice or notices or other documentation required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the following addresses:

County: Priscilla Lopez, Imperial County Workforce and
Economic Development
2799 S. 4th St. Bld. D
El Centro, CA 92243

Grantee: on the address listed on the grant application.

Notices that are personally served shall be deemed delivered on the date served. Notices sent by certified mail shall be deemed delivered 5 County business days after mailing. County and Grantee may from time to time designate a new address for providing notice by providing notice of the new address in accordance with this Paragraph.

9. **Audit and Inspection of Records.** At any time during normal business hours and as often as the County may deem necessary, the Grantee shall make available, within 5 County business days of the receipt of a request, to the County for examination all of its records with respect to all matters covered by this Agreement and will permit the County to audit, examine and make excerpts or transcripts from such records, and make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Agreement. Unless otherwise specified by the County, said records shall be made available for examination within Imperial County, California. Grantee shall maintain such records in an accessible location and condition for a period of not less than 4 years following receipt of final payment under this Agreement unless County agrees in writing to an earlier disposition.

The State of California and any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this Agreement.

10. **Independent Capacity.** In the performance of this Agreement, Grantee and its agents, employees and volunteers shall act in an independent capacity and not as officers, employees, agents or volunteers of the County. This Agreement does not create an employment relationship between Grantee and the County.
11. **Equal Opportunity.** Grantee will not discriminate against any employee, or against any applicant for such employment because of age, race, color, religion, physical handicap, ancestry, sex, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
12. **Defense and Indemnity.** County shall not be liable for, and Grantee shall defend and indemnify County and its officers, agents, employees and volunteers (collective, "County Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to County's provision of funds and/or Grantee's use of County funds under this Agreement arising either directly or indirectly from any act, error, omission or negligence of Grantee or its officers, employees, agents, contractors, licensees or servants, including without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. Grantee shall have no obligation; however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
13. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of California.
14. **Waiver.** The failure of either party to enforce any term, covenant or condition of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce this, or any other term, covenant or condition of this Agreement. No waiver shall be deemed effective unless the waiver is expressly stated in writing and signed by the party waiving the right or benefit.
15. **Interpretation.** The provisions of this Agreement shall be liberally construed to effectuate its purpose. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either party.
16. **Terms and Conditions Survive Expiration of Term of Agreement.** Unless otherwise specified herein, all terms and conditions of this Agreement shall survive the expiration of the Term of Agreement specified in Paragraph 3 above.
17. **Remedies.** Unless otherwise expressly provided herein, the rights and remedies in this Agreement are in addition to, and not a limitation on, other rights and remedies under this

Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

18. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that signatures transmitted electronically via pdf attachment shall be binding as if they were original signatures.

WHEREFORE, the parties execute this Agreement on the date on this page.

COUNTY OF IMPERIAL

GRANTEE

By: _____

By: _____ Date _____

Authorized signatory

Print name and title
