

MEMORANDUM OF UNDERSTANDING

MICROBUSINESS COVID-19 RELIEF GRANT PROGRAM

1. Parties: Chabot-Las Positas Community College District, Economic Development & Contract Education (hereinafter referred to as "CLPCCD-EDCE") and The County of El Dorado (hereinafter referred to as "County").
2. Purpose. The purpose of this Memorandum of Understanding (hereinafter referred to as "MOU") is to establish the terms and conditions under which CLPCCD-EDCE will function in relation to the California Microbusiness COVID-19 Relief Grant Program as awarded to County by the California Office of the Small Business Advocate (hereinafter referred to as "OSBA").
3. Term of MOU. This MOU is effective upon final execution by the parties hereto and shall remain in full force and effect until December 31, 2022.
4. Financial Understanding. CLPCCD-EDCE will receive funds from OSBA based on the total number of grants disbursed. The chart below shows the maximum award amount allocated to the County by OSBA, CLPCCD-EDCE's fiscal agent fee, amount available to be disbursed, and the maximum number of microbusiness grants.

Maximum Award	County of El Dorado
Allocated Award	\$246,263.85
Fiscal Agent Fee	\$49,252.77
Amount to be disbursed	\$197,011.08
Grants available	79

5. Responsibility of CLPCCD. CLPCCD-EDCE will provide outreach and marketing, translation/interpretation, validation, verification and approval processes, disbursement, customer service, compliance, and reporting. CLPCCD-EDCE will disburse grants in the amount of \$2,500, to qualified microbusinesses located in County, upon receipt and approval of applications based on state mandated qualifications. CLPCCD-EDCE will provide reports to OSBA as required. The County will receive copies of all OSBA reports. CLPCCD-EDCE shall comply with all applicable laws, regulations, and policies related to the California Microbusiness COVID-19 Relief Grant, including Government Code section 12100.90 et seq.
6. Responsibility of the County. County will share contact information for microbusinesses that may qualify for this funding opportunity, as appropriate. County will include advertising on its website directing microbusinesses to the CLPCCD-EDCE Microbusiness COVID-19 Relief Grant application platform.

Note: If County is able to provide part-time assistance with outreach to local agencies to assist with identifying qualified applicants, CLPCCD-EDCE will provide a stipend of \$15,000.

7. Effective Date and Signature. This MOU is not valid until signed and accepted by all parties.

8. Contract Administrator. The County Officer or employee with responsibility for administering this MOU is Kyle Zimbelman, Economic and Business Relations Manager, Economic Development Division, Planning and Building Department, or successor.

9. Audit by California State Auditor. CLPCCD-EDCE acknowledges that if the total compensation under this MOU is greater than \$10,000.00, this MOU is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this MOU, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, CLPCCD-EDCE shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the MOU, all books, records, and documentation necessary to demonstrate performance under the MOU.

10. Indemnity. To the fullest extent permitted by law, CLPCCD-EDCE shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of CLPCCD-EDCE or its officers, agents, or employees in acting as a Fiscal Agent on behalf of the County for purposes of the Microbusiness COVID-19 Relief Grant Program, except for liability, claims, suits, losses, damages or expenses arising from the sole or active negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of CLPCCD-EDCE to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

11. Fiscal Agent. At the time this MOU was drafted, CLPCCD-EDCE had informed the County that it had applied to the State serve as a Fiscal Agent on behalf of the County for purposes of this MOU and the Microbusiness COVID-19 Relief Grant Program. CLPCCD-EDCE acknowledges that County is relying on that representation. CLPCCD-EDCE shall immediately inform County if their request is granted or denied, and shall provide the County with a copy of any grantmaking agreement between CLPCCD-EDCE and the State. If that request is denied, this MOU is void. CLPCCD-EDCE shall also immediately inform the County if their status changes at any time during the term of this MOU, and if so this MOU shall become void as of the date that they lose that status.

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CLPCCD-EDCE and County indicate agreement with this MOU by their signatures.

COUNTY OF EL DORADO

By: _____
Board of Supervisors
"County"

Dated: _____

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

CLPCCD-EDCE

By: *Jonah R Nicholas*
Jonah R Nicholas (May 3, 2022 11:39 PDT)
Jonah R. Nicholas
Vice Chancellor, Business Services
Chabot-Las Positas Community College District

Dated: 05/03/2022






MOU CLPCCD_EDC - FINAL

Final Audit Report

2022-05-03

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