

**CALIFORNIA MICROBUSINESS COVID-19 RELIEF GRANT PROGRAM  
GRANTMAKING ENTITY REQUEST FOR PROPOSALS - ROUND 2**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

The County of Siskiyou and the Siskiyou County Economic Development Council for program management and implementation of a California Microbusiness COVID-19 Relief Grant Program.

**THIS MEMORANDUM OF UNDERSTANDING** (herein after referred to as **MOU**) is made and entered into day and date last signed and executed by and between The County of Siskiyou and the subrecipient Siskiyou County Economic Development Council (hereinafter, "SCEDC").

The purpose of this MOU is to establish the terms and conditions under which the County and SCEDC will distribute funds to eligible businesses via the California Microbusiness COVID-19 Relief Grant Program (hereinafter, "Grant"), administered by the California Office of the Small Business Advocate (hereinafter, "CalOSBA"), part of the Governor's Office of Business and Economic Development (hereinafter, "GO-Biz").

**WHEREAS**, the California Governor's Office of Business and Economic Development, GO-Biz, has announced the availability of funds for Microbusinesses, prioritizing those with economic impacts from COVID-19, with a Request for Proposal (hereinafter, "RFP"); and

**WHEREAS**, under the provision of said RFP, applications may be submitted by the County in partnership with qualified community assistance organizations, nonprofits, trusted community partners, and community-based organizations; and

**WHEREAS**, the County desires to participate in this MOU and hereby agrees to apply for a Grant application for a Grant with SCEDC as the subrecipient.

**NOW, THEREFORE, THE PARTIES MUTUALLY AGREE TO TERMS AND RESPONSIBILITIES AS FOLLOWS:**

1. This MOU shall become effective upon the day and date last signed and executed by the duly authorized representatives of the Parties to this MOU and shall remain in full force and effect for the period of 12 months from the start date of an executed agreement with GO-Biz and CalOSBA. Parties included in this MOU may withdraw or terminate their participation at any time during its term upon ninety (90) days written notice to all participating Parties and without severing or modifying the participation of the remaining Parties.
2. As the applicant, the County of Siskiyou shall:
  - a. Agree to be the lead agency of the MOU to submit the Grant on behalf of the MOU parties, select SCEDC to administer the Grant, be accountable to GO-Biz and CalOSBA for proper expenditure of the funds, and will be the point of contact for MOU Parties.

- b. Oversee SCEDC, the subrecipient and fiscal agent, who will prepare the application and conduct regular administration, management, and implementation of the Grant.
  - c. Provide funding, as stipulated in the Grant Agreement, for management and implementation of the Grant within the jurisdictional boundaries, with administrative costs not to exceed twenty percent (20%) of the following amounts:
    - i. County of Siskiyou \$55,880.24
3. As the Subrecipient and Fiscal Agent, SCEDC, shall:
- a. Provide appropriate, qualified staff to implement and manage the work plan, who will incur the costs of salaries, benefits, use of equipment and expenses related to eligible pre-agreement administrative costs, administration, and activity delivery.
  - b. Administer the Grant and oversee program outreach, activity delivery, and beneficiary engagement, with an administrative budget not to exceed \$8,880.24.
  - c. Provide grants in the amount of \$2,500.00 to 18 qualified microbusinesses in Siskiyou County with a budgeted amount not to exceed: \$45,000.00.
  - d. Provide community partners with an outreach budget not to exceed \$1,000.00 each, and \$2,000.00 total.
  - e. Deliver technical assistance to qualifying clients.
  - f. Collaborate with other community organizations in Siskiyou County to increase outreach to underserved Microbusinesses.
4. This MOU may be amended only by the mutual written agreement of all parties.

**GENERAL PROVISIONS**

**A. Amendments.** Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

**B. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of California. The courts of the State of California shall have jurisdiction over any action arising out of this MOU and over the Parties, and the venue shall be Siskiyou County Superior Court in Siskiyou County, California.

**C. Entirety of Agreement.** This MOU, consisting of 3 pages, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**D. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.

**E. Sovereign Immunity.** The County of Siskiyou, the Siskiyou County Economic Development Council and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

**F. Third Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed to create such status. The rights, duties and obligations contained in this MOU shall operate only between the Parties to this MOU and shall inure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only Parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

**IN WITNESS WHEREOF,** County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: \_\_\_\_\_

\_\_\_\_\_  
BRANDON A. CRISS, CHAIR  
Board of Supervisors  
County of Siskiyou  
State of California

ATTEST:  
LAURA BYNUM  
Clerk, Board of Supervisors

By: \_\_\_\_\_  
Deputy

CONTRACTOR: Siskiyou County Economic Development Council, a Non-Profit Corporation

Date: 5/3/2022

DocuSigned by:  
*Tonya Dowse*  
\_\_\_\_\_  
57BC5643A00046E...  
Tonya Dowse, Executive Director

Date: 4/22/2022

DocuSigned by:  
*Quintin Gaddy*  
\_\_\_\_\_  
8AF1A293CD934D6...  
Quintin Gaddy, Program Director

License No.: \_\_\_\_\_  
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. \_\_\_\_\_

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
1001	101030	540800	

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed: \$55,880.24