

**GRANT AGREEMENT BETWEEN
THE CITY OF FRESNO AND FRESNO AREA HISPANIC FOUNDATION
REGARDING FUNDING UNDER THE AMERICAN RESCUE PLAN ACT FOR SMALL
BUSINESS ASSISTANCE GRANTS AND SMALL BUSINESS EVICTION
PROTECTION**

THIS GRANT AGREEMENT (AGREEMENT) is made and entered into effective upon execution by both parties on _____, by and between the CITY OF FRESNO (the CITY), and FRESNO AREA HISPANIC FOUNDATION (GRANTEE), to provide funding for small business assistance grants, small business eviction protection and mobile food vendor business services.

RECITALS

WHEREAS, many small business in the City of Fresno has suffered economically due to the COVID-19 pandemic and

WHEREAS, the City desires to provide funds to assist GRANTEE to provide small business financial assistance to underserved minority owned businesses via micro grants to retain and create jobs, effectively market, manage and grow their business; and

WHEREAS, the City desires to provide funds to assist GRANTEE to provide small business financial assistance to underserved minority owned businesses facing eviction by providing rent, utilities and other expenses to reduce the risk of eviction; and

WHEREAS, the City desires to provide funds to assist GRANTEE to provide education, business development services and mobile security measures for mobile food vendors; and

WHEREAS, GRANTEE represents it desires to and is professionally and legally capable of immediately providing these services for City of Fresno residents; and

WHEREAS, GRANTEE acknowledges that grant funds being provided under this Agreement will be derived from the City's allocation under the American Rescue Plan Act (Pub.L. 117-2) (hereinafter "ARPA"), and is subject to any constraints set forth therein including but not limited to, the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) Final Rule (31 CFR Part 35); and

WHEREAS, this Agreement will be administered for the City by its City Manager or its designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. GRANTEE shall perform to the satisfaction of the CITY the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.

2. Grant Amount. City shall provide GRANTEE the amount of \$2,000,000.00 for the services described in **Exhibit A**. One-half of the grant amount shall be distributed

once the contract is fully executed, with the other half being distributed after successful completion of a performance review.

3. Term of Agreement and Time for Performance. This Agreement shall be effective from the Effective Date through one calendar year, subject to earlier termination in accordance with this Agreement. The services as described in **Exhibit A** are to commence upon the Effective Date and shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

4. Amendment to Increase or Decrease Scope of Services: The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification may include an adjustment to GRANTEE's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. GRANTEE shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

5. Termination, Remedies and Force Majeure.

(a) This Agreement shall terminate without any liability of the City or to GRANTEE upon the earlier of: (i) GRANTEE filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against GRANTEE; (ii) seven calendar days prior written notice with or without cause by the City to GRANTEE; (iii) the City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(b) Immediately upon any termination or expiration of this Agreement, GRANTEE shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to the City any and all unearned payments and all properties and materials in the possession of GRANTEE that are owned by the City. Subject to the terms of this Agreement, GRANTEE shall be paid compensation for services satisfactorily performed prior to the effective date of termination. GRANTEE shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) In the event of termination due to failure of GRANTEE to satisfactorily perform in accordance with the terms of this Agreement, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by such failure. In no event shall any payment by the City pursuant to this Agreement constitute a waiver by the City of any breach of this Agreement which may then exist on the part of the GRANTEE, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach.

(d) Upon any breach of this Agreement by the GRANTEE, the City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic, and incidental damages for the

breach of the Agreement. If it is determined that the City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(e) GRANTEE shall provide the City with adequate written assurances of future performance, upon the Administrator's request, in the event GRANTEE fails to comply with any terms or conditions of this Agreement.

(f) GRANTEE shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of GRANTEE and without its fault or negligence such as, acts of God or the public enemy, acts of the City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. GRANTEE shall notify the City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Administrator of the cessation of such occurrence.

6. Confidential Information and Ownership of Documents.

(a) Any reports, information, or other data prepared or assembled by GRANTEE pursuant to this Agreement shall not be made available to any individual or organization by GRANTEE without the prior written approval of the City. During the term of this Agreement, and thereafter, GRANTEE shall not, without the prior written consent of the City, disclose to anyone any Confidential Information. The term "Confidential Information" for the purposes of this Agreement shall include all proprietary and confidential information of the City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes, and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in the City.

(b) Any and all writings and documents prepared or provided by GRANTEE pursuant to this Agreement, including without limitation grant applications and supporting documents, are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of the Agreement. Copies of grant applications and supporting documents shall be promptly provided to City during the term of this Agreement. GRANTEE shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

(c) If GRANTEE should subcontract all or any portion of the services to be performed under this Agreement, GRANTEE shall cause each subcontractor to also comply with the requirements of this Section 6.

(d) This Section 6 shall survive expiration or termination of this Agreement.

7. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as GRANTEE represents to the City that GRANTEE and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, the City relies upon the skill of the

GRANTEE and any subcontractors to do and perform such services in a skillful manner and the GRANTEE agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by the City shall not operate as a release of GRANTEE or any subcontractors from said professional standards.

8. Indemnification.

To the furthest extent allowed by law, GRANTEE shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of GRANTEE, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If GRANTEE should subcontract all or any portion of the services to be performed under this Agreement, GRANTEE shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

Notwithstanding the aforementioned, GRANTEE recognizes that the source of funds for the grant to be provided hereunder is the City's allocation from the ARPA. To this end GRANTEE shall, without limitation, indemnify the City, and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages incurred by the City from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of GRANTEE or any of its officers, officials, employees, agents, or volunteers in the performance of this Agreement and compliance with ARPA.

This section shall survive termination or expiration of this Agreement.

9. Insurance. GRANTEE shall comply with all of the insurance requirements in **Exhibit B** to this Agreement.

10. Conflict of Interest and Non-Solicitation.

(a) Prior to the City's execution of this Agreement, GRANTEE shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, GRANTEE shall have the obligation and duty to immediately notify the City in writing of any change to the information provided by GRANTEE in such statement.

(b) GRANTEE shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of the City, GRANTEE shall provide a written opinion of its

legal counsel and that of any subcontractor that, after a due diligent inquiry, GRANTEE and the respective subcontractor(s) are in full compliance with all laws and regulations. GRANTEE shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, GRANTEE shall immediately notify the City of these facts in writing.

(c) In performing the work or services to be provided hereunder, GRANTEE shall not employ or retain the services of any person while such person either is employed by the City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(d) GRANTEE represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(e) Neither GRANTEE, nor any of GRANTEE subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. GRANTEE and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, GRANTEE shall remain responsible for complying with Section 10(b), above.

(f) If GRANTEE should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, GRANTEE shall include the provisions of this Section 10 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 10 shall survive expiration or termination of this Agreement.

11. ARPA Compliance and Certification. GRANTEE shall submit only those expenditures which are eligible for payment and in compliance with the allowable expenditures, including the following eligibility requirements:

GRANTEE shall provide the City with quarterly expenditure and performance reports, as defined in the Final Rule and Treasury Department's SLFRF Compliance and Reporting Guidance (CRG). GRANTEE shall also provide an annual report as required under the CRG. These reports shall be in a form specified under the CRG and shall be accompanied by invoices and receipts that substantiate the figures on the expenditure report. Additionally, a certification signed by the Chief Executive or designee of GRANTEE certifying that the uses of the grant funds are consistent with those allowed under ARPA, shall be included with the expenditure report and substantiating documentation. As required by the 2 CFR Part 170, Appendix A award term regarding reporting subaward and executive compensation, recipients must also report the names

and total compensation of their five most highly compensated executives and their subrecipients' executives for the preceding completed fiscal year if (1) the recipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and received \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards), and (2) if the information is not otherwise public. If the GRANTEE is already disclosing this information as part of another agreement involving Federal monies, GRANTEE shall provide documentation to the City that it is fulfilling this requirement. GRANTEE's failure to provide a Certification, or provide either the quarterly or annual expenditure/performance reports may be considered a default of this Agreement under Section 5 of this agreement. If GRANTEE is found to have provided services to ineligible individual, households, or entities or made an ineligible expenditure, CITY shall have the right to reclaim a dollar amount from the GRANTEE that is equal to the amount determined to be ineligible.

12. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of the City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the City Manager or designee.

(b) The City is required under 2 CFR 200.332 to manage and monitor subrecipient compliance with ARPA guidance. Accordingly, GRANTEE agrees to permit City staff to conduct one performance review during the term of this agreement. City has the right to conduct additional performance reviews both during the term of this agreement and after the agreement's term should the City believe these reviews are necessary. Records of GRANTEE expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. Records related to GRANTEE's performance metrics shall be made available and retained for the same time periods as the Project's expense data. GRANTEE shall furthermore comply with all funding requirements as set forth in ARPA. If GRANTEE fails to provide City staff access or documentation necessary to conduct a City-requested performance review, City may terminate this Agreement in accordance with Section 5.

In addition, all books, documents, papers, and records of GRANTEE pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit, or other action is commenced before the expiration of said time period, all records shall be retained and made available to the City until such action is resolved, or until the end of said time period whichever shall later occur. If GRANTEE should subcontract all or any portion of the services to be performed under this Agreement, GRANTEE shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 12(b) shall survive expiration or termination of this Agreement.

(c) Prior to execution of this Agreement by the City, GRANTEE shall have provided evidence to the City that GRANTEE is licensed to perform the services called for by this Agreement (or that no license is required). If GRANTEE should subcontract all or any portion of the work or services to be performed under this Agreement, GRANTEE shall require each subcontractor to provide evidence to the City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

(d) Prior to execution of this Agreement by the City, GRANTEE will permit City staff to conduct a subrecipient risk assessment, as required under the Uniform Guidance (2 CFR 200.332(b)). Failure to allow City staff to conduct this subrecipient risk assessment may result in the City terminating this Agreement in accordance with Section 5. Additionally, the GRANTEE's failure to be certified by City staff at the end of the risk assessment as having adequate internal controls to manage the funding provided in this agreement may result in the City terminating this Agreement in accordance with Section 5.

13. Nondiscrimination. To the extent required by controlling federal, state, and local law, GRANTEE shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, GRANTEE agrees as follows:

(a) GRANTEE will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) GRANTEE will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era. GRANTEE shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era. Such requirement shall apply to GRANTEE's employment practices including, 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. GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of GRANTEE in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era.

(d) GRANTEE will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of the GRANTEE's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) If GRANTEE should subcontract all or any portion of the services to be performed under this Agreement, GRANTEE shall cause each subcontractor to also comply with the requirements of this Section 13.

14. Independent Contractor.

(a) In the furnishing of the services provided for herein, GRANTEE is acting solely as an independent contractor. Neither GRANTEE, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of the City for any purpose. The City shall have no right to control or supervise or direct the manner or method by which GRANTEE shall perform its work and functions. However, the City shall retain the right to administer this Agreement so as to verify that GRANTEE is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between GRANTEE and the City. GRANTEE shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, GRANTEE shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, GRANTEE and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to City employees. GRANTEE shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare, and retirement benefits. In addition, together with its other obligations under this Agreement, GRANTEE shall be solely responsible, indemnify, defend and save the City harmless from all matters relating to employment and tax withholding for and payment of GRANTEE's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in the City's employment benefits, entitlements, programs and/or funds offered employees of the City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, GRANTEE may be providing services to others unrelated to the City or to this Agreement.

15. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

16. Binding. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.

17. Assignment.

(a) This Agreement is personal to GRANTEE and there shall be no assignment by GRANTEE of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by GRANTEE, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.

(b) GRANTEE hereby agrees not to assign the payment of any monies due GRANTEE from the City under the terms of this Agreement to any other individual(s), corporation(s), or entity(ies). The City retains the right to pay any and all monies due the GRANTEE directly to the GRANTEE.

18. Compliance With Law. In providing the services required under this Agreement, GRANTEE shall at all times comply with all applicable laws of the United States, including but not limited to, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), the State of California and the City, and all other applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement. In addition, GRANTOR elects to receive funds from the Secretary under ARPA and will use the funds in a manner consistent with such section.

19. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

20. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

21. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

22. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

23. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

24. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

25. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

26. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. No Third Party Beneficiaries. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

29. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and GRANTEE.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

Fresno Area Hispanic Foundation,
a California Nonprofit Corporation

By: _____
Georgeanne A. White Date
City Manager, City of Fresno

DocuSigned by:
Dora Westerlund
By: _____
DC3BD6A9AC0342D...
Name: Dora Westerlund

APPROVED AS TO FORM:
RINA M. GONZALES
Interim City Attorney

DocuSigned by:
Taylor Rhoan 11/9/2022
By: _____
E204C2940CC044B6...
Taylor W. Rhoan Date
Deputy City Attorney

Title: CEO & President
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

DocuSigned by:
Yurubi Ramirez
By: _____
2176CC4D9EBF437...
Name: Yurubi Ramirez

Title: Corporate Relations & Program Director
(If corporation or LLC., CFO,
Treasurer, Secretary or Assistant
Secretary)

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

Addresses:
CITY:
City of Fresno
Attention: Courtney Espinoza
Grants Management Unit
2600 Fresno Street
Fresno, CA 93721
Phone: (559) 621-7008
FAX: (559) 457-1541

Program Contact for
Fresno Area Hispanic Foundation
Attention: Yurubi Ramirez
1444 Fulton Street
Fresno, CA 93721
Phone: (559) 222-8705

Attachments:

1. Exhibit A - Scope of Work, Budget and Metrics
2. Exhibit B - Insurance Requirements
3. Exhibit C - Conflict of Interest Disclosure Form

EXHIBIT A

Scope of Work, Budget and Metrics

Executive Summary

As a result of COVID-19, small businesses have been economically impacted the hardest. Many were forced to close temporarily – or permanently – due to the inability to generate sales and lost revenue.

While some federal relief fund options have been useful for established businesses, for many microbusinesses in our region, especially Hispanic businesses, the struggle to survive continues.

Similarly, Mobile Food Vendors (MFV) have historically been underrepresented making them a vulnerable target for on-the-job theft and assault. These small business owners have also faced significant barriers in navigating government structures for business equity, including accessing government-related permitting and related licenses, and the inability to connect to traditional public safety structures. Moreover, the COVID-19 pandemic deteriorated the safety of mobile food vendors as unreported violent incidents increased, most notably the death of Lorenzo Perez on March 21st, 2021. Moreover, the pandemic has restricted their access to financial tools, resources, and support to sustain and advance their primary source of income as many were not eligible to receive any type of covid relief grants. Consequently, many mobile food vendors have been forced to exit this work market as a result of the adverse impacts caused by the pandemic.

Under ARPA, eligible small businesses are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of “small business” as defined by the Final Rule and must produce documentation to establish eligibility. Examples are provided at pages 21-22 of the Final Rule Overview: <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>

Small Business Assistance

The Fresno Area Hispanic Foundation is proposing to provide financial assistance to under-served, minority small businesses impacted by COVID to use for the retention or creation of jobs, marketing, financial management, or import/export of their product(s). Grants will be awarded in the amounts of \$2,500 and \$5,000 to eligible businesses that are physically located and operating in the City of Fresno and that are in good standing.

With this program, we plan to prioritize outreach and funding to small minority-owned businesses operating in the City of Fresno. One-on-one consultations will also be

provided to each business, based on the use of funds, with the purpose of increasing their exposure, building capacity, and growing their sales. This proposal targets the primary challenges small businesses face; financial management, access to capital, marketing, and opportunities to scalability.

We expect to award 150 small businesses with grants for a total of \$500,000.

Eviction Protection Program

COVID-19 continues to negatively impact small businesses with many of them facing eviction threats. To continue to support the economic and social development of small businesses physically operating in the City of Fresno, the Fresno Area Hispanic Foundation will disburse a total of \$450,000 in grants to small businesses who face the risk of being evicted. The grants will be up to \$7,000 which will be determined based on the amount due for eviction or past due rent, utilities, and/or any other expenses that may lead to eviction.

We will prioritize outreach and funding to minority small businesses operating in the City of Fresno. Businesses will be assisted with the application process, documentation collection and verification, as well as any other assistance needed. The objective of this proposal is to combat one of the major risks that small businesses face as a result of the repercussions and hardships experienced since the pandemic.

Mobile Food Vendors Program

To help assist the needs of Mobile Food Vendors who have been negatively impacted by the COVID-19 pandemic, the City of Fresno has partnered with Fresno Area Hispanic Foundation (FAHF) as the fiscal agent and lead partner, and Cultiva La Salud as the support partner. Organizations will help build mobile food vendors' capacity to operate successful micro-food businesses with proper licenses and permits while strengthening security measures to decrease vulnerability and targeted assaults.

Program partners will identify 50 mobile food vendors in the city of Fresno. Each individual will gain access to the necessary financial and technical support to efficiently operate their microbusiness, while also receiving a security camera to help address urgent life-threatening concerns.

The focus will be on developing a strategic business plan to help mobile food vendors better structure their business and obtain the training necessary to build capacity and competency. FAHF will provide a unique work plan to each vendor consisting of one-on-one technical assistance in areas such as licensing, city and county permits, bookkeeping, marketing, accounting, etc. Upon completion of their work plan, mobile food vendors will have the opportunity to obtain a \$1,000 grant to use towards the purchase of

equipment for their business. Cultiva La Salud will facilitate the installation of cameras, conduct ongoing support for the maintenance and operation of cameras, and support with strengthening ongoing communication between mobile food vendors and invested partners.

As the fiscal agent, FAHF will administer the Mobile Food Vendors grant for both projects: unique work plan and security camera implementation.

Services Description

Small Business Assistance

The Fresno Area Hispanic Foundation proposes to provide financial assistance grants and technical assistance in the areas of marketing, financial management, employment, and import/export to small businesses that have been impacted by COVID-19. Eligible small businesses will receive \$2,500 or \$5,000 grants and agree to comply with all grant requirements as follows.

Financial grants can be used for the following business expenses:

1. Payroll/Salaries: to hire an employee that will help increase productivity, increase a current employee's salary, or use as a bonus incentive for current employees to continue their employment (creation/retention of jobs)
2. Marketing: to develop marketing strategies that will lead to an increase in exposure of their business such as creating or enhancing a website, social media platforms, development of a logo and branding strategy, or for traditional marketing such as flyers and ads. Through a marketing consultant, businesses will receive one-on-one guidance on their marketing strategy
3. Financial Management: to establish bookkeeping or accounting systems such as QuickBooks or other banking frameworks to manage their financials effectively. Through an experienced consultant, businesses will receive one-on-one guidance to implement a unique system that will work for them individually and serve as a solution for better cash management.
4. Import/Export: to assist business with obtaining the licensing and permits required to import or export their product into new markets and scale their businesses. Through a consultant, businesses will receive one-on-one guidance on the import/export opportunities for business growth.

Eligible small businesses will need to meet the following criteria to access the grants: must have 10 or less employees, be physically located and operating in the City of Fresno, have an active business license and be in good standing with the City of Fresno. Under ARPA, eligible small businesses are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "small business" as defined by the Final Rule, and must produce documentation to

establish eligibility. Priority will be given to micro small businesses Grant amounts will be determined based in the industry they operate in.

\$2,500 Grants (Non-brick-and-mortar)

- Childcare Services
- Mobile Street Vendor
- E-Commerce
- Other services that are non-brick-and-mortar

\$5,000 Grants (Brick-and-mortar)

- Restaurants
- Construction trades
- Retail shops
- Small farm
- Other brick-and-mortar personal care and other services

Small Business Assistance Services Provided

Small businesses will receive assistance in submitting the grant application and gathering the documentation necessary if selected, will receive consultations for marketing plan development, financial management, and capacity building in import/export.

Eviction Protection Program Services Description

The Fresno Area Hispanic Foundation will distribute grants to small businesses physically operating in the City of Fresno that are at risk of being evicted for failure to pay rent, utilities, and/or other expenses. The program will disburse grants of up to \$7,000 for the purpose of easing the stress of eviction and facilitating the continuation of their operations. The grants will be determined based on the amount due for eviction, rent, utilities, and other expenses that may lead to eviction, up to \$7,000. The business will have to provide proof for the amount requested such as the eviction letter with amount due or letters of amount due for rent, utilities, and/or other expenses.

Small Business Assistance grant applicants will also be eligible to apply for the Eviction Protection grant.

Measures used to determine the amount of the subsidy:

- Amount of money due to prevent eviction or due for eviction
- Must have 10 or less employees
- Be physically located and operating in the City of Fresno
- Have an active business license and be in good standing with the City of

Fresno.

- Priority will be given to minority small, owned businesses operating in the city of Fresno.

Eviction Protection Services Provided

Small businesses will receive assistance in submitting the grant application and gathering the documentation necessary if selected. We will also work with other organizations to subcontract in order to reach as many businesses as possible.

Mobile Food Vendors Program Services Description

The Fresno Area Hispanic Foundation proposes to provide financial and technical assistance to the 50 mobile food vendors of the City of Fresno. The technical assistance will consist of the following work plan:

- Bookkeeping (10 hrs.)
- Licensing, permits, entity formation (10hrs.)
- Marketing consulting (10 hrs.)
- Business plan development (10 hrs.)
- Other technical assistance as needed (10 hrs.)

Each business owner will receive individual, one-on-one bilingual support in English and Spanish to address each of their personal and professional needs. Support in other languages such as Hmong and Punjabi will be available as requested; however, we anticipate a higher demand from Spanish speaking Mobile Food Vendors. This also includes assistance in applying for an Individual Tax Identification Number (ITIN) that will allow them to file tax returns. In addition, upon completion of each individual's workplan, they will receive the opportunity to apply for a \$1,000 grant. FAHF will assist them in completing the application and identifying the appropriate allocation for the use of funds.

Cultiva La Salud will provide security cameras for street vendors. These cameras will promote the safety and security of vendors operating within the City. The cameras are cellular-based and will be connected to the vendors' phones. Videos will be captured around the perimeter of the carts and will be recorded to the cloud. This will allow video surveillance of any theft or crime committed against the vendors. We hope that awareness of the use of cameras will also deter violence and theft.

Goals and Objectives

Small Business Assistance – Program Outcomes

This proposal will provide grants to approximately 150 small businesses. It is expected that each grant recipient will receive an average of 2.5 hours of one-on-one consulting in the areas of marketing and 2.5 hours in financial management. We are projecting 100 small businesses will receive grants of \$2,500 and 50 will receive grants of \$5,000 for a total of \$500,000 to be disbursed in grants.

Small Business Assistance – Schedule and Reporting

Applicants will be provided with personalized, one-on-one assistance in submitting the grant application to facilitate an easy and accessible process. In addition, a call center will be implemented to answer questions, assist with the application process and all other inquiries during the application period. A process consisting of 4 phases will be implemented: microbusinesses will be (Phase 1) assisted to submit a grant application online and vetted through a verification process (the application period will be open for two weeks, with the possibly to extend or reopen the application process if needed, (Phase 2) selected through a random lottery system, and (Phase 3) funded as long as they present the required documentation that is validated. The process will conclude with (Phase 4) the compilation of data for all compliance and reporting requirements and scheduling and completion of consultations to help small businesses in the areas of marketing, financial management, and import/export. An online platform will be used to securely upload all confidential documentation, that will serve as an efficient tool for effective tracking and reporting purposes. In addition, this design will contribute towards the prevention of fraud, waste, and abuse by reducing the amount of paper being used and being able to easily detect duplicate applications.

The program's four (4) phases will be implemented as follows:

PHASE I

1. **APPLICATION SUBMISSION:** While advertising and outreach efforts are in place, bilingual (English/Spanish) program staff will operate a call center to assist microbusinesses with the application process. Assistance will be provided in person (at FAHF office), over the phone, virtually, or onsite (at the microbusiness's location).
2. **APPLICATION VERIFICATION:** FAHF's team lead will download a spreadsheet of all submitted applications and assign them to program staff to start the verification process

PHASE II

3. **AWARDS PROCESS/LOTTERY SELECTION:** FAHF and the City will schedule a date and time to conduct random lottery selection of eligible microbusinesses, FAHF to notify businesses via email and phone they have been selected, provide document checklist, and unique link to upload required documents with a specified deadline.

PHASE III

4. **DOCUMENTATION COLLECTION**
Follow up with applicants via telephone to assist with gathering required documentation, assist selected applicants with scanning and uploading all requested documentation
5. **VALIDATION OF DOCUMENTS:** Verify each document uploaded by

- selected microbusiness for accuracy and completion
6. GRANT DISTRIBUTION: disburse, via direct deposit, grants to selected applicants meeting all grant requirements

PHASE IV

7. FOLLOW UP: schedule one-on-one consultations with small businesses based on their individual needs and interest with the marketing/bookkeeping consultants or FAHF program staff

Through FAHF's Salesforce database, we will keep track of the assistance provided and use it as a tool to produce monthly reports on the grant awarded, businesses assisted, etc. along with monthly invoices on the work performed-to-date.

Eviction Protection Program – Program Outcomes

This proposal will provide a total of \$450,000 in grants to approximately 80 to 100 small businesses. Grants will range from \$1,000 up to \$7,000, based on needs. It is expected that each grant recipient will receive one-on-one assistance in the application process and collecting of documents. We are projecting to disburse approximately 90 grants at an average of \$5,000 each, to eligible businesses.

Eviction Protection Program – Schedule and Reporting

The scheduling and reporting are expected to be carried out by the same personnel and operations as the Small Business Assistance grant.

Through FAHF's Salesforce database, we will keep track of the assistance provided and use it as a tool to produce monthly reports on the grant awarded, businesses assisted, etc. along with a final report on the eviction status-to-date.

Mobile Food Vendors Program – Program Outcomes

This proposal will provide a total of 50 mobile food vendors with approximately 50 hours each of one-on-one technical assistance. It is expected that each MFV will receive approximately 50 hours of bilingual technical assistance on bookkeeping, licensing, permits, entity formation, marketing, business plan development, and other technical assistance as needed. Upon completion of each individual's workplan, the 50 MFV will receive the opportunity to apply for a \$1,000 grant each. The FAHF Team will assist the 50 mobile food vendors with completing the application and identifying the appropriate allocation for the use of funds.

In addition, this proposal will provide 50 mobile food vendors with security cameras and 4 years of paid service plans. The sub-partner, Cultiva la Salud, will organize quarterly meetings for 4 years to provide technology training for the maintenance and operations

of cameras, and facilitate communication and collaboration between mobile food vendors and critical partners such as the Fresno Police Department. They will also provide 1-1 tech support and troubleshooting to mobile food vendors on an as-needed basis.

Mobile Food Vendors Program – Schedule and Reporting

Applicants will be provided with personalized, one-on-one assistance in submitting the grant application to facilitate an easy and accessible process. In addition, a call center will be implemented to answer questions, assist with the application process and all other inquiries during the application period. FAHF will administer the Business plan during a 12-month period ending in November 2023. Cultiva la Salud will implement the security camera project for a 4-year period ending in December 2026. The installation of security cameras for 50 mobile food vendors will be facilitated within the first 3 months of program launch by coordinating schedules, adapting to various models of mobile food vendor carts, and communicating with both mobile food vendors and installation team.

Through FAHF's Salesforce database, we will keep track of the assistance provided and use it as a tool to produce monthly reports on the grant awarded, businesses assisted, etc. along with monthly invoices on the work performed-to-date.

Project Milestones and Metrics

Small Business Assistance and Eviction Protection Program - Project Milestones and Timeline

This program will be administered during a 9-month period (October 1, 2022 – June 30, 2023)

Marketing Plan/Program Development <ul style="list-style-type: none"> • Branding/Campaign Design • Staff Training (for ARPA) • Prepare specific metrics/plan to determine grants amount.(for Eviction Program) 	October 2022
Program Marketing / Outreach to Businesses <ul style="list-style-type: none"> • Begin digital, television, media campaign • Begin printing and distribution of flyers • Begin direct outreach to microbusinesses 	October 2022
Open Grant Application Cycle <ul style="list-style-type: none"> • Provide one-on-one application assistance • Vetting of applications • Conduct random selection 	November – December 2022

Grant Agreements/Disbursements <ul style="list-style-type: none"> • Notify selected awardees • Gather required documentation • Disburse grant funds • Schedule individual consultations 	January – April 2023
Final Data Collection and Grant Reporting	June 2023

Mobile Food Vendors Program - Project Milestones and Timeline

The Business Plan module will be administered during a 12-month period (December 2022 – November 2023), while the Security Camera Program will be administered during a 4-year period (December 2022-December 2026).

BUSINESS PLAN	ONE YEAR
Program Development <ul style="list-style-type: none"> • Prepare mobile food vendors' workplan 	December 2022
Outreach to Businesses <ul style="list-style-type: none"> • Begin digital, television, and media campaign • Begin direct outreach to mobile food vendors 	January 2023
Provide Technical Assistance/Grant Applications <ul style="list-style-type: none"> • Provide one-on-one technical assistance • Create a business plan with mobile food vendors • Make grant applications available/disburse 	February 2023 - August 2023
Technical Assistance Follow Ups <ul style="list-style-type: none"> • Schedule individual consultations • Collect milestones and program data 	September 2023
Final Data Collection and Grant Reporting	October/November 2023
SECURITY CAMERA PROGRAM	FOUR YEARS
Recruit and select vendors for cameras	December 2022
Conduct initial orientation to operation of Security Cameras	December 2022
Schedule installation of platforms and cameras adapted to each vendor's cart.	December 2022 to February 2023
Conduct ongoing support for the maintenance and operation of cameras.	Ongoing through 2026
Facilitate collaboration between mobile food vendors and critical partners	Ongoing through 2026
Final Data Collection and Grant Reporting	December 2026

Small Business Assistance, Eviction Protection, and Mobile Food Vendors Programs/Project Metrics

FAHF will keep track of the following program metrics:

1. Number of small businesses/mobile food vendors reached
2. Number of applications received
3. Number of grants awarded
4. Total Amount of grants awarded
5. Number of one-on-one consultation hours provided
6. Number of businesses/mobile food vendors that received assistance with Marketing
7. Number of businesses that received assistance in Financial Management
8. Number of businesses that received assistance in Import/Export
9. Number of mobile food vendors that received assistance with Booking
10. Number of mobile food vendors that received assistance with Business Plan Development
11. Number of mobile food vendors that received assistance with Licensing, Permits, Entity Formation
12. Number of mobile food vendors that received TA in other topics, and topics discussed.
13. Number of mobile food vendors that received assistance with completing the application
14. Number of mobile food vendors that received assistance identifying the appropriate allocation for the use of funds.
15. Number of mobile food vendors that received security cameras and a 4 year paid plan
16. Intake of pre- and post-assessment of safety camera program
17. Number of businesses that used funds for creation/retention of employees
18. Number of outreach methods such as Constant Contacts, number of flyers distributed, number of social media posts, number of tv commercials, number of email blasts, and other outreach methods that we use.
19. Industry of businesses awarded
20. Demographic information on the business owner such as gender and ethnicity
21. Total funds disbursed for eviction prevention

Data will be collected during the application period and stored in our database for reporting purposes throughout the program.

Budget Narrative

Organization Name: Fresno Area Hispanic Foundation					
Expenditure Category: 2.9 Small Business Economic Assistance (General)* ^ <i>(pick from list of expenditure categories tab)</i>					
ARPA for Community Based Organizations					
Budget Narrative					
Cost Category: Personnel Costs (not associated with Administrative expenses)					
Program	Type/Title	Description	Time Period	Cost Breakdown	Cost
1	Grant Program Manager	Managing the day-to-day activities of the program, supervising all program staff, conducting media interviews and serving as the spokesperson for the grant program, coordinating outreach with technical assistance providers, and scheduling consultations with consultants	Throughout the Program	1 FTE @ \$84,500 x 1 year	84,500.00
1	Grant Program Assistant	Assistant to Program Manager in day-to-day activities, managing scheduling of all program staff, administration of grant program, providing one-on-one technical assistance to all program grant recipients and following up on their consultations	Throughout the Program	1 FTE @ \$54,080 x 1 year	54,080.00
1	Grant Program Director	Providing overall program supervision to ensure goals, data collection and objectives are met and responsible for grant compliance	Throughout the Program	1 FTE @ \$68,250 x 1 year	68,250.00
1	Grant Technical Assistance Providers	Individuals conducting door-to-door marketing to promote the program, assisting with the grant application, operating a call center, and verifying all applications	12 weeks	13 FTE @ \$25/hr x 40hrs/week = 1,000 x 12 = \$12,000	156,000.00
1	Import/Export Director	Providing one-on-one technical assistance in areas of product import/export with USA, Mexico, and Canada markets	Throughout the Program	20 FTE @ \$20,800 x 1 year	20,800.00
3	Program Manager (FAHF)	Managing the day-to-day activities of the program, supervising all program staff, conducting media interviews and serving as the spokesperson for the grant program, coordinating outreach with technical assistance providers, and scheduling consultations with consultants	Throughout the Program	20 FTE @ \$19,690 x 1 year \$15,100 salary + fringe-benefits (30%): \$4,590	19,630.00
3	Program Assistant (FAHF)	Assistant to Program Manager in day-to-day activities, managing scheduling of all program staff, administration of grant program, providing one-on-one technical assistance to all program grant recipients and following up on their consultations	Throughout the Program	40 FTE @ \$27,040 \$20,800 salary + fringe-benefits (30%): \$6,240	27,040.00
3	Technical Assistance Providers (FAHF)	Providing one-on-one technical assistance in areas of bookkeeping, licensing, permits, entity formation, marketing, business plan development, other TA as needed. They will also assist with the grant application process, grant allocation TA, and follow-up with the participants.	Throughout the Program	50 hrs x 50 vendors = 2,500 x \$40/hr. = \$100,000 fringe benefits (30%): \$30,000	130,000.00
3	Cultiva la Salud, Project Coordinator	Responsible for the engagement, orientation, and technical assistance, for all the vendors. Will also complete project evaluation.	Throughout the Program	25 FTE @ \$14,098 X 4 year = \$56,392 salary + fringe-benefits (33%): \$18,607	75,000.00
Personnel Total:					635,300.00
Cost Category: Operations					
Program	Outreach Type	Description	Time Period	Cost Breakdown	Cost
1	Contract Labor	Community partners assisting with the outreach and recruitment of small businesses in the Hispanic, Punjabi, and Hmong community. Marketing of the program in their network and serving as interpreters for Punjabi and Hmong when necessary.	12 weeks	3 community partners @ \$10,000 each	30,000.00
1	Marketing Consultants	Providing an average of 2.5 hours of one-on-one consultation with small business to identify marketing needs and develop a plan of action	Throughout the Program	2.5hrs. X \$65/hr. = \$162.50 X150 businesses = 24,375	24,375.00
1	Bookkeeping Consultants	Providing an average of 2.5 hours of one-on-one consultation with small business to identify financial management needs and develop a plan of action to implement new systems	Throughout the Program	2.5hrs. X \$65/hr. = \$162.50 X150 businesses = 24,375	24,375.00
1	Marketing/Advertising	Campaign development (flyer designs in 4 languages), video production for television commercials in English/Spanish, and television advertising	12 weeks	Campaign development = \$2,500, video production = \$2,500, television advertising = \$15,000	20,000.00
1	Print (marketing materials)	Print program announcement flyers in 4 languages	12 weeks	1,060 copies at \$0.50 per page per language	2,120.00
3	Outreach/Marketing	Campaign development such as digital, television, and media campaign as well as direct outreach to mobile food vendors	4 weeks	\$5,000	5,000.00
3	IT & Peripherals	Cameras and solar chargers, installation of cameras	12 weeks	\$150/camera x 30* vendors = \$4,500	4,500.00
3	Materials for installation	* Cameras have already been purchased for 20 vendors	12 weeks	\$150/camera x 30* vendors = \$4,500	7,500.00
3	Non-Personnel Operating Costs	Travel & mileage for the security cameras, the service plan with T-mobile, conference, meeting, events, and training	Throughout the Program	Travel & Mileage : (.625 x 100 miles x 12 months x 4 years) = \$3,000 Communications (service plan with T-Mobile): (\$51/month x 50 vendors x 48 months) = \$122,400 Conference, Meeting, Events, Training: (\$500/meeting x 16/meetings) = \$8,000	133,400
Operations Total					251,270.00
Cost Category: Direct Services					
Program	Service Type	Description	Time Period	Cost Breakdown	Cost
1	Small Business Grants	Grants will be awarded in the amounts of \$2,500 and \$5,000 to eligible businesses that are physically located and operating in the City of Fresno and that are in good standing.	Throughout the Program	100 grants @ \$2,500 each and 50 grants @ \$5,000 each	500,000.00
2	Small Business Grants	Grants will be awarded in the amounts of up to \$7,000 to eligible businesses that are physically located and operating in the City of Fresno and that are in good standing.	Throughout the Program	Approximately 90 grants @ \$5,000 each = \$450,000	450,000.00
3	Mobile Food Vendors Grants	Grants will be awarded in the amount of \$1,000 to eligible mobile food vendors that are physically located and operating in the City of Fresno and that are in good standing.	Throughout the Program	50 grants @ \$1,000 each	50,000.00
Direct Services Total:					1,000,000.00
Cost Category: Administration					
Program	Type/Title	Description	Time Period	Cost Breakdown	Cost
1	Insurance	Cost to meet project insurance limits	Throughout the Program	\$3,500	3,500.00
1	Overhead	Utilities, rent, equipment needed to execute program	Throughout the Program	\$12,000	12,000.00
2	Overhead	Program administration	Throughout the Program	\$50,000	50,000.00
3	Overhead (FAHF)	Program administration	Throughout the Program	\$10,676	10,676.00
3	General Program Administration	Cultiva la Salud, Executive Director, Responsible for the project management and administration.	Throughout the Program	.025 FTE @ \$2,805 X 4 years \$11,220 salary + fringe-benefits (33%): \$3,702.60	14,922.00
3	Indirect Costs (Cultiva la Salud)	administrative expenses such as general counsel, contract management, accounting, payroll and personnel services (excluding recruitment advertising), annual audit, administrative support services, utilities, administrative rent, building and equipment maintenance, insurance, and other expenses associated with our administration	Throughout the Program	\$22,332	22,332.00
Administration Total:					113,430.00
*add additional lines if needed, please ensure calculation are correct					
Total Grant Amount:					2,000,000.00
Program 1 - Small Business Assistance Grants					
Program 2 - Eviction Protection for Small Businesses					
Program 3 - Mobile Food Vendor Program					

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Reporting Schedule

Please see the following reporting deadlines that are required by this grant. All reports will be due on the dates below to the City of Fresno Grants Management Unit.

Quarterly Report – will be required on the dates listed below and will include required narrative, program metrics and expenses to date. A quarterly reporting template will be provided. Quarterly reporting will be required if project is operational during the performance period.

Annual Report – will be required on the date below and is not dependent on when your project started. An annual reporting template will be provided. Annual reporting will be required if project is operational during the performance period.

Performance Period	Quarterly Report Due
Grant Execution – 12/31/2022	1/13/2023
1/1/2023 – 3/31/2023	4/14/2023
4/1/2023 – 6/30/2023	7/14/2023
7/1/2023 – 9/30/2023	10/13/2023
10/1/2023 – 12/31/2023	1/12/2024

Performance Period	Annual Report Due
Grant Execution – 6/30/2023	7/14/2023
7/1/2023 – 6/30/2024	7/12/2024

EXHIBIT B

Insurance Requirements

(a) Throughout the life of this Agreement, GRANTEE shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or designee at any time and in his/her sole discretion. If the GRANTEE is self-insured, the following requirements will outline the responsibility of the self-insured coverage. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY and STATE and each of their officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, GRANTEE fails to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to GRANTEE shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve GRANTEE of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by GRANTEE shall not be deemed to release or diminish the liability of GRANTEE, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY and STATE by GRANTEE shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by GRANTEE. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of GRANTEE, vendors, suppliers, invitees, consultants, medical professionals, subcontractors, consultants, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual

liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."

2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to GRANTEE'S profession.

MINIMUM LIMITS OF INSURANCE

GRANTEE shall procure and maintain for the duration of the contract insurance with limits of liability not less than those set forth below. However, insurance limits available to CITY and STATE and each of their officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. **EMPLOYER'S LIABILITY:**

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. **PROFESSIONAL LIABILITY :**

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event GRANTEE purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY and STATE and each of their officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

GRANTEE shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and GRANTEE shall also be responsible for payment of any self-insured retentions. Any self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or designee. At the option of the CITY'S Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such self-insured retentions as respects CITY and STATE or any of their officers, officials, employees, agents and volunteers; or
- (ii) GRANTEE shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

- (i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty calendar days' written notice has been given to CITY, except ten days for nonpayment of premium. GRANTEE is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, GRANTEE shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, GRANTEE shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen calendar days prior to the expiration date of the expiring policy.
- (ii) The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form.
- (iii) The Commercial General and Automobile Liability insurance policies shall be endorsed to name CITY and STATE and each of their officers, officials, agents, employees and volunteers as an additional insured. GRANTEE shall establish additional insured status for the CITY and STATE for all ongoing and completed operations under the Commercial General Liability policy by use of ISO Forms or an executed manuscript insurance company

endorsements providing additional insured status. The Commercial General endorsements must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.

- (iv) The Commercial General and Automobile Liability insurance shall contain, or be endorsed to contain, that the GRANTEE'S insurance shall be primary to and require no contribution from the CITY or STATE. The Commercial General Liability policy is required to include primary and non-contributory coverage in favor of the CITY and STATE for both the ongoing and completed operations coverage. These coverages shall contain no special limitations on the scope of protection afforded to CITY and STATE and each of their officers, officials, employees, agents and volunteers. If GRANTEE maintains higher limits of liability than the minimums shown above, CITY and STATE requires and shall be entitled to coverage for the higher limits of liability maintained by GRANTEE.
- (v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.
- (vi) For any claims related to this Agreement, GRANTEE'S insurance coverage shall be primary insurance with respect to the CITY and STATE and each of their officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the CITY and STATE and each of their officers, officials, agents, employees and volunteers shall be excess of the GRANTEE'S insurance and shall not contribute with it.
- (vii) The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to CITY and STATE and each of their officers, officials, agents, employees and volunteers.
- (viii) The Commercial General and Automobile Liability insurance policies shall contain, or be endorsed to contain, a waiver of subrogation as to CITY and STATE and each of their officers, officials, agents, employees and volunteers.

If the *Professional Liability (Abuse & Molestation) insurance policy* is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by GRANTEE.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by GRANTEE, GRANTEE

must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to CITY for review.

5. These requirements shall survive expiration or termination of the Agreement.

PROVIDING OF DOCUMENTS - GRANTEE shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein. **All certificates and applicable endorsements are to be received by CITY's Risk Manager within a reasonable time after execution of this agreement.** All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, GRANTEE shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of GRANTEE shall also be required to provide all documents noted herein.

SUBCONTRACTORS- If GRANTEE subcontracts any or all of the services to be performed under this Agreement, GRANTEE shall be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry and shall indemnify CITY and STATE if failure to comply with this provision results in damages to the CITY or the GRANTEE.


EXHIBIT C

DISCLOSURE OF CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: N/A

☐ Additional page(s) attached.

DocuSigned by:

 2176CC4D9EBF437...

Signature

11/9/2022

Date

Yurubi Ramirez

(Name)

Fresno Area Hispanic Foundation

(Company)

1444 Fulton Street

(Address)

Fresno, CA 93721

(City, State Zip)