

**SERVICE AGREEMENT
CITY OF FRESNO, CALIFORNIA**

THIS AGREEMENT (Agreement) is made and entered into, effective on _____, by and between the CITY OF FRESNO, a California municipal corporation (City), and Central Valley Immigrant Integration Collaborative, a nonprofit corporation (Service Provider).

RECITALS

WHEREAS, City desires to obtain immigrant entrepreneurship support services for the partnership grant submitted jointly by the City and Service Provider under the Local Immigrant Integration and Inclusion Grant (Project); and

WHEREAS, Service Provider is engaged in the business of furnishing such services as an entrepreneur and business incubator for immigrant entrepreneurs and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, Service Provider acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107; and

WHEREAS, this Agreement will be administered for City by its Economic Development Director (Administrator) or 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. Service Provider shall perform to the satisfaction of 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. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through November 30, 2025, subject to any earlier termination in accordance with this Agreement. This Agreement performance period shall be from the Effective Date through September 30, 2025. The services of Service Provider as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.
3. Compensation.
 - (a) Service Provider's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall not exceed \$376,650, paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**. Such fee includes all expenses incurred by Service Provider in performance of the services.
 - (b) Detailed statements shall be rendered quarterly for services performed in the preceding quarter and will be payable in the normal course of City business. City shall not be obligated to reimburse any expense for which it has not

received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.

- (c) 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 shall include an adjustment to Service Provider'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. Service Provider shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies, and Force Majeure.

- (a) This Agreement shall terminate without any liability of City to Service Provider upon the earlier of: (i) Service Provider's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Service Provider; (ii) seven calendar days' prior written notice with or without cause by City to Service Provider; (iii) 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, Service Provider shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to City any and all unearned payments and all properties and materials in the possession of Service Provider that are owned by City. Subject to the terms of this Agreement, Service Provider shall be paid compensation for services satisfactorily performed prior to the effective date of termination. Service Provider 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 Service Provider to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Service Provider, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.
- (d) Upon any breach of this Agreement by Service Provider, 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 City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

- (e) Service Provider shall provide City with adequate written assurances of future performance, upon Administrator's request, in the event Service Provider fails to comply with any terms or conditions of this Agreement.
- (f) Service Provider shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Service Provider and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Service Provider shall notify Administrator 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 Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

- (a) Any reports, information, or other data prepared or assembled by Service Provider pursuant to this Agreement shall not be made available to any individual or organization by Service Provider without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, Service Provider shall not, without the prior written consent of 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 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 City.
- (b) Any and all writings and documents prepared or provided by Service Provider pursuant to this Agreement are the property of City at the time of preparation and shall be turned over to City upon expiration or termination of the Agreement. Service Provider shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.
- (c) If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this Section 5.
- (d) This Section 5 shall survive expiration or termination of this Agreement.

6. Level of Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as Service Provider represents to City that Service Provider and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said industry necessary to perform the services agreed to be done by it under this Agreement, City relies upon the skill of Service Provider and its subcontractors, if any, to do and perform such services in a skillful manner and Service Provider agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance

of such services by City shall not operate as a release of Service Provider or any subcontractors from said industry and professional standards.

7. Indemnification. To the furthest extent allowed by law, SERVICE PROVIDER shall indemnify, hold harmless and defend IATU, and the State of California, the City of Fresno and their 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) incurred by IATU, State of California CITY, SERVICE PROVIDER or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. SERVICE PROVIDER'S obligations under the preceding sentence shall apply regardless of whether IATU, and the State of California, the City of Fresno or their officers, officials, employees, agents and volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

If SERVICE PROVIDER should subcontract all or any portion of the work to be performed under this Agreement, SERVICE PROVIDER shall require each subcontractor to indemnify, hold harmless and defend IATU, and the State of California, the City of Fresno and their officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

8. Insurance.

- (a) Throughout the life of this Agreement, Service Provider shall pay for and maintain in full force and effect all insurance as required in Exhibit B, which is incorporated into and part of this Agreement, 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 its sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to City, its 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.

If at any time during the life of the Agreement or any extension, Service Provider or any of its subcontractors fail 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 Service Provider 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 Service Provider 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.

- (b) The fact that insurance is obtained by Service Provider shall not be deemed to release or diminish the liability of Service Provider, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify IATU, State of California City 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 Service Provider. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Service Provider, its principals, officers, agents, employees, or persons under the supervision of Service Provider, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

9. Conflict of Interest and Non-Solicitation.

- (a) Prior to City's execution of this Agreement, Service Provider 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, Service Provider shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Service Provider in such statement. Service Provider 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 City, Service Provider shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Service Provider and the respective subcontractor(s) are in full compliance with all laws and regulations. Service Provider 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, Service Provider shall immediately notify City of these facts in writing.
- (b) In performing the work or services to be provided hereunder, Service Provider shall not employ or retain the services of any person while such person either is employed by 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.

- (c) Service Provider 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.
 - (d) Service Provider 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, Service Provider shall remain responsible for complying with Section 9(a), above.
 - (e) If Service Provider should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Service Provider shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.
 - (f) This Section 9 shall survive expiration or termination of this Agreement.
10. Recycling Program. In the event Service Provider maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Service Provider at its sole cost and expense shall:
- (a) Immediately establish and maintain a viable and ongoing recycling program, approved by City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
 - (b) Immediately contact City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
 - (c) Cooperate with and demonstrate to the satisfaction of City's Solid Waste Management Division the establishment of the recycling program in paragraph (a) above and the ongoing maintenance thereof.
11. General Terms.
- (a) Except as otherwise provided by law, all notices expressly required of City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.
 - (b) Records of Service Provider's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to 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. In addition, all books, documents, papers, and records of Service Provider 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 City until such action is resolved, or until the end of said time

period whichever shall later occur. If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.

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

12. Nondiscrimination. To the extent required by controlling federal, state and local law, Service Provider 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, Service Provider agrees as follows:

- (a) Service Provider 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) Service Provider 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. Service Provider 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 Service Provider'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. Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- (c) Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of Service Provider 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) Service Provider 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 Service Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

- (a) In the furnishing of the services provided for herein, Service Provider is acting solely as an independent contractor. Neither Service Provider, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of City for any purpose. City shall have no right to control or supervise or direct the manner or method by which Service Provider shall perform its work and functions. However, City shall retain the right to administer this Agreement so as to verify that Service Provider is performing its obligations in accordance with the terms and conditions thereof.
- (b) This Agreement does not evidence a partnership or joint venture between Service Provider and City. Service Provider shall have no authority to bind City absent City's express written consent. Except to the extent otherwise provided in this Agreement, Service Provider shall bear its own costs and expenses in pursuit thereof.
- (c) Because of its status as an independent contractor, Service Provider and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to City employees. Service Provider 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, Service Provider shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Service Provider'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 City employment benefits, entitlements, programs and/or funds offered employees of 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, Service Provider may be providing services to others unrelated to City or to this Agreement.

14. 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.
15. Binding. Subject to Section 16, below, 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.
16. Assignment.
 - (a) This Agreement is personal to Service Provider and there shall be no assignment by Service Provider of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by Service Provider, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.
 - (b) Service Provider hereby agrees not to assign the payment of any monies due to the Service Provider from City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). City retains the right to pay any and all monies due to Service Provider directly to Service Provider.
17. Compliance With Law. In providing the services required under this Agreement, Service Provider shall at all times comply with all applicable laws of the United States, the State of California and City, and with all 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.
18. 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.
19. 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.
20. 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.

21. 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.
22. 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.
23. 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.
24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
25. 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.
26. 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.
27. 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.
28. 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 City and Service Provider.
29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement.
30. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.


[SIGNATURES FOLLOW ON THE NEXT PAGE.]

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

CITY OF FRESNO,
a California municipal corporation

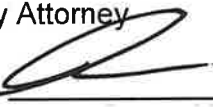
Central Valley Immigrant
Integration Collaborative,
a nonprofit corporation


By: _____
Georgeanne A. White, City Manager
Office of the City Manager

By: 
Name: Jesus Martinez

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Title: Executive Director
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By:  11/9/23
Angela M Karst Date
Senior Deputy City Attorney

By: 
Name: Hugo Morales
Title: Chair-CVIIC
(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: Lance Lippincott, Director
2600 Fresno Street
Fresno, CA 93721
Phone: (559) 621-8600
E-mail: lance.lippincott@fresno.gov

Service Provider:
Central Valley Immigrant Integration
Collaborative (CVIIC)
Attention: Jesus Martinez, Ph.D.,
Director
5014 East University Avenue,
Fresno, CA 93727
Phone: (559) 666-6446
E-mail: jesus@civiic.org

Attachments:

- 1. Exhibit A - Scope of Services
- 2. Exhibit B - Insurance Requirements
- 3. Exhibit C - Conflict of Interest Disclosure Form
- 4. Exhibit D - Collaborative Declaration
- 5. Exhibit E - Grant Application: Local Immigrant Integration and Inclusion Grant

EXHIBIT A

SCOPE OF SERVICES Service Agreement between City of Fresno and Central Valley Immigrant Integration Collaborative Local Immigrant Integration and Inclusion Grant

ORGANIZATIONAL CAPACITY AND SERVICES

A. The first tranche of services to be provided are designed to accentuate the entrepreneur pipeline and are as follows:

- Facilitate connections with industry professionals;
- Facilitate access to capital and financing resources;
- Facilitate coordination with local entrepreneurship networks and resources;
- Workshops on entrepreneurship tools and resources; and,
- Facilitate assistance with permitting within the CITY and Fresno County.

CITY is a majority-minority jurisdiction, with Hispanics making up the primary ethnic group in the metropolitan area. All communications will be provided in Spanish and English.

The second tranche of services will be centered around digital literacy, an increasingly critical deficiency that is causing significant barriers to entrepreneurs. In fact, a pre-pandemic study by the Fresno Coalition for Digital Inclusion found that 21% of those surveyed in the Central Valley had no internet at home and that 54% did not have an email address. To this end, significant support in the form of workshops is proposed to provide comprehensive digital literacy comprehension.

Under the first part of the proposed activities (navigation), a full time staff member that is a native Spanish speaker with significant connections to the local business support community will be recruited. They will then begin building on holistic efforts previously engaged in by the CITY and CVIIC to accentuate the type and quantity of resources that can be provided. A more formalized referral process with tracking will also be explored through a collaborative partnership.

B. The second portion of services anticipates a second full time staff member that will be conducting intensive native language digital literacy training. The training will include basic operational skills, such as computer basics, internet usage, email communications, commonly used resources, and troubleshooting issues. Training will include a benefit analysis of not just how to use these digital tools, but the benefit to doing so, and an overview of the resources that are available electronically.

C. This proposal intends to create two new FTE positions, which CVIIC can continue after the LIIG funding concludes. CVIIC's overall financial situation and its entrepreneurship-related funding are solid and largely relies on private foundation grants. Thus, CVIIC has not been

dependent on State of California-related funding opportunities. Its principal entrepreneurship funder has just renewed for two years a grant for \$320,000 per year. Five other entrepreneurship/economic mobility grants for a total of \$435,000 have also been approved and are being implemented. That support, and others, will be used to preserve sustainability of efforts under this application.

D. Over the course of the year, the following activities will be carried out:

- Recruit and enroll two separate 8-week cohorts of 30 Latino immigrants in Spanish-language entrepreneurship courses.
- Individualized technical assistance.
- Recruit and enroll in digital literacy courses up to 16 cohorts (10-15 participants) of low-income, Spanish-speaking, Latino immigrants.
- Continued development of regional network of organizations.
- In Fall 2023 CVIIC intends to launch a Latino immigrant entrepreneurship incubator.
- Program participants will be connected and referred to partner agencies.
- Connection to CVIIC's nonprofit immigration legal services network
- Program participants and Fresno immigrant residents at large will also be offered enrollment in a self-paced entrepreneurship learning platform (MOBI) created by Santa Clara University, to continue their entrepreneurial training beyond the program
- Program participants will be encouraged to join a Latino immigrant entrepreneurs Facebook group created by CVIIC that already has over 1,100 members.
- CVIIC will pursue research opportunities focused on immigrant entrepreneurship that can be of relevance to partner organizations and public sector institutions, and that can shed light on the ecosystem in which Latinos and other local immigrants operate.
- Organization of an immigrant entrepreneurs conference/expo with a target audience of 200 people, including immigrant entrepreneurs and representatives of local, state, and federal agencies.

E. CITY maintains a policy concerning the utilization of confidential electronic information that is housed within Administrative Order 8-11, Use of Electronic Systems and Tools. That policy specifically provides for maintaining the confidentiality of information, and that violation of confidentiality can result in disciplinary action, up to and including termination of employment.

As subgrantee, CVIIC will follow the City of Fresno's policies and procedures. Internally, CVIIC staff will only request basic information from participants and rely on encrypted online storage of participant information

ADMINISTRATIVE CAPACITY

A. General fiscal management for this grant will be conducted in compliance with accepted governmental accounting practices and in compliance with City of Fresno Administrative Order 1-1 "Grant Award Administration." Specifically, Administrative Order 1-1 provides for coordination between the applicant City of Fresno department and the City of Fresno Finance Department, which conducts periodic and/or final audit reviews, as well as retention and management of all financial records.

B. CVIIC's Executive Director and the Director of Immigrant Entrepreneurship will be in charge of program management and reporting. Accounting, bookkeeping and fiscal management are carried out by a firm, Industry Standard Inc. that specializes in providing a full-service package to agencies like CVIIC.

COLLABORATION

A. The City of Fresno Economic Development Department will support this project primarily through the in-kind expenditure of salaries and benefits of associated staff. In addition, the CITY will make available relevant (non-confidential) datasets and other in-kind resources to help ensure a positive outcome for participants.

The Local Immigrant Integration and Inclusion Grant is a competitive grant program that was released on a Request for Proposal from the Governor's Office of Business and Economic Development; as well as the scope of work that was agreed to in the application highlighting partner and fiscal agent duties are incorporated herein.

REQUIRED REPORTING SCHEDULE

RECIPIENT will be required to follow the reporting schedule. Reports will be due one week after the reporting periods below:

FY 2023-2024 SERVICE PERIOD	REPORT DUE
October 1, 2023-December 31, 2023	January 9, 2024
January 1, 2024-March 31, 2024	April 8, 2024
April 1, 2024-June 30, 2024	July 8, 2024
July 1, 2024-September 30, 2024	October 8, 2024
October 1, 2024-December 31, 2025	January 15, 2025
January 1, 2025-March 31, 2025	April 15, 2025
April 1, 2025-June 30, 2025	July 15, 2025
July 1, 2025-September 30, 2025	October 15, 2025

Implementation Plan

GOALS/OBJECTIVES Service Term (Include service term):	MONTH/YEAR TO BE COMPLETED (E.G., 08/2023)
Example GOAL: Increase the economic integration of immigrant entrepreneurs into the local community and economy.	5/2024
Example Objective 1: Establish mentorship programs that connect immigrant entrepreneurs with successful business owners or industry experts.	10/2023
Example Objective 2: Organize networking events that allow immigrant entrepreneurs to promote their products or services.	2/2024
1) GOAL: Increase regional organizational capacity, accessibility of economic resources for immigrant entrepreneurs, promote coordination and collaboration between partner organizations.	
Objective 1: Establishment of regular meetings between entities providing immigrant entrepreneur resources.	12/2023
Objective 2: Formation of a book of organizations (Spanish), with contact information that can be developed as a quick reference guide for participants.	5/2024
Objective 3: Coordination between public and nonprofit partners on a formalized referral and tracking process.	2/2024
2) GOAL: Increase the digital capacity and effectiveness of immigrant entrepreneurs.	
Objective 1: Establish regular workshops for immigrant entrepreneurs in Spanish to provide basic level digital literacy.	1/2024
Objective 2: Provide ongoing support to businesses on electronic tools that can produce increases in efficiency and profitability.	Ongoing
Objective 3:	
3) GOAL: Increase the entrepreneurial capacity of Latino entrepreneurs in Fresno through dedicated entrepreneurship courses.	
Objective 1: Recruit and enroll first cohort of Latino immigrant entrepreneurs in dedicated courses (basic and intermediate levels).	2/2024
Objective 2: Recruit and enroll second cohort of Latino immigrant entrepreneurs in dedicated Spanish-language course (basic and intermediate levels).	6/2024
Objective 3: Objective 3: Provide access to CVIIC's Latino immigrant business incubator and individual entrepreneurship technical assistance.	Ongoing

Project Budget (see attached)

Outreach	\$6,000 12 Facebook ad campaigns for an average of \$500/campaign = \$6000	\$6,000 12 Facebook ad campaigns for an average of \$500/campaign = \$6000	Online outreach via paid Facebook ads to announce training opportunities and events, availability of Immigrant business incubator.

Immigrant Business Incubator	\$15,000	\$5,000	Purchase of desks, chairs, computers, printers, software program subscriptions
Computers	\$8,000	\$2,000	Year 1: Purchase 20 HP pc laptops at \$668 per unit = \$13,360 plus tax (only \$8,000 charged to this grant); Year 2: purchase 4 laptops at \$620 per unit = \$2,480 plus tax (only charge \$2,000 to this grant)
Furniture (desks, chairs, board, etc.)	\$3,000	\$1,000	Year 1: 10 rolling conference tables @\$390.75 each = \$3907.5 plus tax (only \$3,000 charged to this grant); Year 2: purchase 10 desk chairs at \$99.98 plus tax (only \$1,000 will be charged to this grant)
Printer/s and toners	\$2,000	\$1,000	Year 1: high speed Kyosera printer/copier/scanner, 1 unit at \$2,620 plus taxes (only \$2,000 charged to this grant); Year 2: 3 toner packs at \$471.22 = \$1,413.66 plus taxes (only \$1,000 to be charged to this grant)
Software program subscriptions	\$2,000	\$1,000	Year 1: 20 subscriptions to Microsoft 365 business standard, \$12.50 x 12 x 20 = \$3,000 (only \$2,000 to be charged to this grant); Year 2: subscriptions renewal = \$3,000 (only \$1,000 to be charged to this grant)
Total	\$15,000	\$5,000	

EXHIBIT B

INSURANCE REQUIREMENTS

**Service Agreement between City of Fresno (City)
and Central Valley Immigrant Integration Collaborative (Service Provider)**
Local Immigrant Integration and Inclusion Grant

MINIMUM SCOPE OF INSURANCE

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.

MINIMUM LIMITS OF INSURANCE

Service Provider shall procure and maintain for the duration of the contract, and for 5 years thereafter, insurance with limits of liability not less than those set forth below. However, insurance limits available to City, its 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 and EMPLOYER'S LIABILITY with limits of liability not less than:

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

UMBRELLA OR EXCESS INSURANCE

In the event Service Provider 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, its officers, officials, employees, agents, and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Service Provider shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and Service Provider shall also be responsible for payment of any 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 (30) calendar days written notice has been given to City, except ten (10) days for nonpayment of premium. Service Provider 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, Service Provider 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, Service Provider shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) 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 IATU, and the State of California, the City of Fresno and their officers, officials, employees, agents and volunteers as an additional insured. Service Provider shall establish additional insured status for the City and for all ongoing and completed operations under the Commercial General policy by use of ISO Forms or an executed manuscript insurance company endorsement 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 Service Providers' insurance shall be primary to and require no contribution IATU, State of California, or the City of Fresno. The Commercial General policy is required to include primary and non-contributory coverage in favor of the City, IATU, and the State of California for

both the ongoing and completed operations coverage. These coverages shall contain no special limitations on the scope of protection afforded to IATU, and the State of California, the City of Fresno and their officers, officials, employees, agents and volunteers. If Service Provider maintains higher limits of liability than the minimums shown above, City requires and shall be entitled to coverage for the higher limits of liability maintained by Service Provider.

- (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) The Commercial General Liability, Automobile Liability and Workers' Compensation insurance policies shall contain, or be endorsed to contain, a waiver of subrogation in favor of IATU, and the State of California, the City of Fresno and their officers, officials, employees, agents and volunteers.

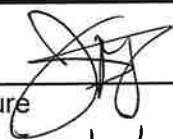
PROVIDING OF DOCUMENTS - Service Provider shall furnish City with all certificate(s) and applicable endorsements effecting coverage required herein. All certificates and applicable endorsements are to be received and approved by the City's Risk Manager or designee prior to City's execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of City, Service Provider 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 Service Provider shall also be required to provide all documents noted herein.

SUBCONTRACTORS - If Service Provider subcontracts any or all of the services to be performed under this Agreement, Service Provider shall require, at the discretion of the City Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by City Risk Manager or designee. If no Side Agreement is required, Service Provider will be solely responsible for ensuring that its subcontractor maintains insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

EXHIBIT C
DISCLOSURE OF CONFLICT OF INTEREST
Local Immigrant Integration and Inclusion Grant

		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: _____


 Signature _____

11/7/23
 Date _____

Jesus Martinez
 Name _____

Central Valley Immigrant Integration Collaborative
 Company _____

5014 E. University Ave.
 Address _____

Fresno, CA 93727
 City, State, Zip _____

Additional page(s) attached.

EXHIBIT D
COLLABORATIVE DECLARATION
Local Immigrant Integration and Inclusion Grant

The Local Immigrant Integration and Inclusion Grant (LIIG) Program allows up to three organizations to partner in a collaborative grant application to deliver coordinated programs and services. The RECIPIENT is designated to act on behalf of all organizations within the collaboration.

GO-Biz will direct all correspondence to the RECIPIENT during the application and AGREEMENT term. Organizations within the collaboration will be considered Third-Party Subgrantees and must have costs associated with the Project Budget. GO-Biz will issue all AGREEMENT payments to the RECIPIENT, and it will be the RECIPIENT's responsibility to direct payments to the Third-Party Subgrantee in accordance with the approved Project Budget in the AGREEMENT.

The Third-Party Subgrantee within the collaboration, including the RECIPIENT, must meet the eligibility criteria defined in the FY 2023-24 LIIG Request for Proposal Announcement and maintain eligibility throughout the AGREEMENT term.

Each person signing this declaration represents and warrants that they are authorized and have the legal capacity to execute this form on behalf of their organization. Each signer below does hereby declare their respective organization agrees to be included in the Fiscal Year 2023-24 Local Immigrant Integration and Inclusion Grant collaborative and agrees to the terms and conditions outlined in the FY 2023-24 LIIG Request for Proposal Announcement, including the requirements that an organization may only be included in one grant application, either as a single organization applicant or as part of a collaborative application.

RECIPIENT ORGANIZATION NAME

COLLABORATIVE PARTNER #1
 ORGANIZATION NAME

Central Valley Immigrant Integration Collaborative

AUTHORIZED REPRESENTATIVE NAME

AUTHORIZED REPRESENTATIVE NAME

TITLE:
SIGNATURE:
DATE:

TITLE: <i>Executive Director</i>
SIGNATURE: <i>[Signature]</i>
DATE: <i>11/7/23</i>

EXHIBIT E
GRANT APPLICATION

Local Immigrant Integration and Inclusion Grant

SEE ATTACHED.



**THE LOCAL IMMIGRANT INTEGRATION AND INCLUSION GRANT (LIIG)
REQUEST FOR PROPOSAL APPLICATION
EXHIBIT A, ATTACHMENT 1**

General Information:	
Local Government Applicant:	City of Fresno
DBA (if applicable):	
Employer/Taxpayer Identification Number:	94-6000338
Organizational DUNS (if available):	071887855
Mailing Address (and physical address if it is different):	
Street 1:	2600 Fresno Street Room 2156
Street 2:	
City:	Fresno
County:	Fresno
State:	California Only
Zip Code:	93721
Name and contact information of the person to be contacted regarding this application:	
First and Last Name:	Lance Lippincott
Title:	Economic Development Director
Telephone Number:	559-621-7057
Email:	lance.lippincott@fresno.gov
Website:	fresno.gov

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

Signature (electronic is acceptable) LANCEL Digitally signed by LANCEL
Date: 2023.07.28 14:11:56 -07'00'
Date 7/28/2023

Specify the county or city (ies) in which the applicant will deliver services:

County Fresno

City Fresno



Section 1

Instructions: In the section below, provide information that pertains to the applicant's organization, experience, and services. Respond to each part individually and label all responses accordingly (A, B, C, D, etc.). Limit responses to 750 words per section.

QUESTION 1: APPLICANT OVERVIEW

- A. Describe the applicant's immigrant integration programming, services, or initiatives, including the types of services provided, the counties/cities served, and any other special populations the applicant currently serves. Include an analysis of the demographics and related needs of the immigrant community in the jurisdiction and describe how the proposed activities align to serve these demographics.
- B. Describe how the applicant meets the eligibility criteria and has the required experience for the Local Immigrant Integration and Inclusion Grant (LIIG). If the applicant intends to subgrant, include the subgrantee's eligibility in the section below.

ONLY applicants intending to subgrant must complete this section.

- i. Describe how the subgrantee meets the eligibility and experience criteria. Include the proposed subgrantees' legal names and addresses.
 - ii. Provide a narrative explanation that justifies the decision to select a subgrantee to fulfill the role of the primary grantee. This explanation should provide a clear justification for entrusting the subgrantee with the responsibilities and obligations associated with the grant.
 - iii. Describe the applicant's plan and process for managing subgrantees and enhancing regional partnerships.
 - iv. Describe the applicant's process for oversight and implementing quality control measures between the County or City and the subgrantee.
- C. Describe the applicant's process for seeking input on the proposed LIIG activities from the public, including but not limited to immigrant residents, community organizations, and service providers. How many individuals and/or organizations provided feedback? How was the feedback collected, and what are the top priorities?



A.

The City of Fresno ("CITY") has been a leader in the development and implementation of immigrant inclusion policies. The Office of Community Affairs, coordinates across multiple socio-economic groups including those that contain immigrant entrepreneurs. On matters dealing with businesses, the Office of Community Affairs partners and coordinates with the Economic Development Department and their partners in the local community, like the Central Valley Immigrant Integration Collaborative (CVIIC), to provide support on a wide variety of issues.

CITY is the largest metropolitan area in the region with a population exceeding 549,000. More than 66% of businesses in the CITY have 1-4 employees, and the CITY's largest ethnic group is Hispanics, making up almost 51% of the population. With a bachelors and graduate attainment rate 6% below the state average, entrepreneurship is a critical pathway for many families to begin establishing generational wealth.

The program design and partnership with CVIIC is deliberate, as CVIIC has established an excellent reputation of goodwill with immigrant populations in the local community. This improved communication with the business community will ultimately help spur economic prosperity to further assist in making Fresno a place where every resident and business can thrive.

B.

CITY is a municipal government. As stated above, the CITY's Office of Community Affairs and the Economic Development Department provide support to local immigrants, and are formal departments compliant with Section II(A)(b)(i) of the eligibility standards in the LIIG RFP.

CITY has significant experience providing support for local and regional immigrant communities that are looking to start their own business. In the last year alone, the City of Fresno has launched more than \$2 million in small business support grants and an additional \$500,000 to assist mobile food vendors to become compliant with new regulations. This does not account for the hundreds of hours of staff time that are dedicated yearly from multiple departments providing small business support to first time entrepreneurs and immigrants.

i.

Established in Fresno in 2014, CVIIC is well prepared to serve as subgrantee. Following a model of regional coordination and collaboration, CVIIC has developed considerable experience working with mixed status Latino immigrant families in the eight San Joaquin Valley counties and established a vast network of nonprofit, public sector, and private sector partner organizations in the region. In 2020, CVIIC established the Immigrant Entrepreneurs Program that has already provided free self-employment and entrepreneurship training opportunities to six cohorts of low-income Latinos. Past participants total nearly 300 graduates.

Central Valley Immigrant Integration Collaborative
2023 N. Gateway Blvd., Suite 101
Fresno, CA 93727

ii.

Due to length restrictions, applicant incorporates by reference the responses to Sections B(i) above. Additionally CVIIC is a Fresno-based nonprofit organization that has earned the trust of immigrant families in the region, and that of other similar CBOs.

iii.

Regional and local partnership will be conducted through the expansion of the Central Valley immigrant entrepreneurship network that first met on June 5, 2023. The network currently involves nearly 20 partner organizations, most of them based in Fresno.



QUESTION 2: ORGANIZATIONAL CAPACITY AND SERVICES

- A. Describe the LIIG activities the applicant intends to provide and how they will advance immigrant integration. Include how the applicant will serve the linguistic and cultural needs of the population it intends to serve.
- B. Describe how the applicant will meet the selected activities outlined in the RFP.
- C. Provide a comprehensive sustainability plan that outlines strategies and timelines for maintaining and expanding the program beyond the grant period. The plan should include details on potential funding sources, partnerships, program modifications, and long-term goals to ensure the program's continuity and growth.
- D. Detail how many staff (existing or new hires) will implement the LIIG activities. Please include details about their scope of work and role. In addition to the written narrative, please complete the table below and attach a separate sheet if more space is needed **(This question is excluded from the 750-word limit):**

Staff Name or "New Hire"	Position or Title	Scope of Work (e.g., specific duties, responsibilities, and tasks as it relates to LIIG activities)
Alicia Ramirez	Economic Development Coordinator	Frontline assistance to immigrant entrepreneurs (Spanish), primary liaison with CVIIC.
New Hire	Bilingual Immigrant Entrepreneurship Training Facilitator	Provision of direct services including workshops and technical assistance to participants.
New Hire	Latino Immigrant Entrepreneurship Resource Coordinator	Coordination of resources for immigrant entrepreneurs, including enhancement of the regional network.

- E. How many individuals will the additional staff serve through the LIIG, or how will intergovernmental staff be impacted?
- F. Describe the applicant's policies and procedures that will protect clients' confidential information.



A.

The first tranche of services to be provided are designed to accentuate the entrepreneur pipeline and are as follows:

- Facilitate connections with industry professionals;
- Facilitate access to capital and financing resources;
- Facilitate coordination with local entrepreneurship networks and resources;
- Workshops on entrepreneurship tools and resources; and,
- Facilitate assistance with permitting within the CITY and Fresno County.

CITY is a majority-minority jurisdiction, with Hispanics making up the primary ethnic group in the metropolitan area. All communications will be provided in Spanish and English.

The second tranche of services will be centered around digital literacy, an increasingly critical deficiency that is causing significant barriers to entrepreneurs. In fact, a pre-pandemic study by the Fresno Coalition for Digital Inclusion found that 21% of those surveyed in the Central Valley had no internet at home and that 54% did not have an email address. To this end, significant support in the form of workshops is proposed to provide comprehensive digital literacy comprehension.

B.

Under the first part of the proposed activities (navigation), a full time staff member that is a native Spanish speaker with significant connections to the local business support community will be recruited. They will then begin building on holistic efforts previously engaged in by the CITY and CVIIC to accentuate the type and quantity of resources that can be provided. A more formalized referral process with tracking will also be explored through a collaborative partnership.

The second portion of services anticipate a second full time staff member that will be conducting intensive native language digital literacy training. The training will include basic operational skills, such as computer basics, internet usage, email communications, commonly used resources, and troubleshooting issues. Training will included a benefit analysis of not just how to use these digital tools, but the benefit to doing so, and an overview of the resources that are available electronically.

C.

This proposal intends to create two new FTE positions, which CVIIC can continue after the LIIG funding concludes. CVIIC's overall financial situation and its entrepreneurship-related funding are solid and largely rely on private foundation grants. Thus, CVIIC has not been dependent on State of California-related funding opportunities. Its principal entrepreneurship funder has just renewed for two years a grant for \$320,000 per year. Five other entrepreneurship/economic mobility grants for a total of \$435,000 have also been approved and are being implemented. That support, and others, will be used to preserve sustainability of efforts under this application.

E.

Over the course of the year, the following activities will be carried out:

- Recruit and enroll two separate 8-week cohorts of 30 Latino immigrants in Spanish-language entrepreneurship courses.
- Individualized technical assistance.
- Recruit and enroll in digital literacy courses up to 16 cohorts (10-15 participants) of low-income, Spanish-speaking, Latino immigrants.
- Continued development of regional network of organizations.
- In Fall 2023 CVIIC intends to launch a Latino immigrant entrepreneurship incubator.
- Program participants will be connected and referred to partner agencies.
- Connection to CVIIC's nonprofit immigration legal services network
- Program participants and Fresno immigrant residents at large will also be offered enrollment in a self-paced



QUESTION 3: ADMINISTRATIVE CAPACITY

- A. Describe the applicant's experience managing grant or contract awards and/or other government funding. Provide details of the organization's administrative structure and systems to manage budget, reporting, quality controls, and meet grant agreement requirements. Specify what reporting or software systems exist in the organization to collect data and manage grants. Include the process to collect and report demographic data, service impact, experienced challenges, and the reach of proposed activities.
- B. Describe how the applicant will manage accounting, invoicing, reporting, and general fiscal management practices necessary to meet GO-Biz's grant requirements.
- C. List the designated staff and supervising staff who will be involved in administering this grant and their position and scope.

Staff Name or "New Hire"	Position or Title	Scope of Work (e.g., specific duties, responsibilities, and tasks)
Lance Lippincott	City of Fresno-Economic Development	Economic Development resources
Kelly Trevino	City of Fresno-Economic Development	Economic Development resources
Jesus Martinez, Ph.D.	CVIIC-Executive Director	Subgrantee service delivery oversight
Juan Carranza	CVIIC-Director of Immigrant Entrepreneurship	Subgrantee service delivery oversight



A.

The primary point of contact for this grant will be Economic Development Director Lance Lippincott, who has more than 10 years of experience with grant and contract awards through multiple public and private entities. Also acting as a primary point of contact is Economic Development Assistant Director Kelly Trevino, who brings an additional 20+ years of experience in working with grant and contract awards. This is just a portion of the City of Fresno team who will be supporting this project, and more than 40 years of cumulative grant and contract award experience will be involved in the execution of this program.

CITY utilizes multiple reporting software systems to execute grant requirements, the most responsive to this project being the following: fiscal tool-Tyler Munis; economic impacts-Implan; general survey-Survey Monkey; and general management/operations-Microsoft Teams.

B.

General fiscal management for this grant will be conducted in compliance with accepted governmental accounting practices and in compliance with City of Fresno Administrative Order 1-1 "Grant Award Administration." Specifically, Administrative Order 1-1 provides for coordination between the applicant City of Fresno department and the City of Fresno Finance Department, which conducts periodic and/or final audit reviews, as well as retention and management of all financial records.

CVIIC's Executive Director and the Director of Immigrant Entrepreneurship will be in charge of program management and reporting. Accounting, bookkeeping and fiscal management are carried out by a firm, Industry Standard Inc. that specializes in providing a full-service package to agencies like CVIIC.



QUESTION 4: COLLABORATION

- A. Describe the applicant's experience working with critical, internal, and external stakeholders on immigration issues or initiatives. How will these partnerships be leveraged to advance the grant's impact?
- B. Describe the applicant's resources, including but not limited to in-kind, philanthropy, facilities, datasets, etc. How will the resources be leveraged to maximize the grant's impact?

A.

CITY has extensive partnerships, both locally and regionally, with stakeholders on immigration issues. Most recently, a significant effort took place for mobile food vendors, the majority of whom are immigrants, in which CITY and its multiple partners mobilized to assist with new requirements on food safety. It is integral to the program that is being pitched that CITY and CVIIC teams leverage their connections to further build an ecosystem of support for immigrant entrepreneurs. In fact, the connection and navigation aspect of this program anticipates significant growth in collaboration between local entities for the benefit of participants.

With respect to immigrant integration initiatives, the CITY has served as pioneer and model for other Central Valley entities seeking to design and implement local policies that are inclusive of immigrant communities. Fresno is the only city in the region that has created dedicated staff positions to serve as liaisons with diverse immigrant communities. Fresno is also the only city in the Central Valley to make an investment in an immigrant legal defense fund. Additionally, a significant step taken by CITY was the creation in 2019 of an immigrant affairs advisory committee that is diverse in composition and draws from the expertise and knowledge of respected community leaders to inform local policies.

This proposal is an additional step to strengthen Fresno's commitment to its immigrant residents and to continue to serve as a valuable resource to other Central Valley governments seeking to engage in similar activities.

B.

The City of Fresno Economic Development Department will support this project primarily through the in-kind expenditure of salaries and benefits of associated staff. In addition, the CITY will make available relevant (non-confidential) datasets and other in-kind resources to help ensure a positive outcome for participants. As explained in the prior section, the CITY will also look to leverage its relationships with local and regional partners in support of a holistic and sustainable effort.



Section 2

Implementation Plan: Outline an implementation plan for this grant with clear goals and objectives. Goals are broad, general, intangible, and abstract. A goal describes the final impact or outcome that you wish to bring about. Ensure the goals are linked to the purpose within the grant terms. In contrast to the goal, an objective is narrow, precise, tangible, concrete, and can be measured. Use the S.M.A.R.T. method of writing your objectives: Specific, Measurable, Achievable, Relevant, and Time-Bound.

GOALS/OBJECTIVES Service Term (Include service term):	MONTH/YEAR TO BE COMPLETED (E.G., 08/2023)
Example GOAL: Increase the economic integration of immigrant entrepreneurs into the local community and economy.	5/2024
Example Objective 1: Establish mentorship programs that connect immigrant entrepreneurs with successful business owners or industry experts.	10/2023
Example Objective 2: Organize networking events that allow immigrant entrepreneurs to promote their products or services.	2/2024
1) GOAL: Increase regional organizational capacity, accessibility of	
Objective 1: Establishment of regular meetings between entities prov	10/2023
Objective 2: Formation of a book of organizations (Spanish), with con	6/2024
Objective 3: Coordination between public and nonprofit partners on a	12/2023
2) GOAL: Increase the digital capacity and effectiveness of immigr	
Objective 1: Establish regular workshops for immigrant entrepreneur	12/2023
Objective 2: Provide ongoing support to businesses on electronic too	Ongoing
Objective 3:	
3) GOAL: Increase the entrepreneurial capacity of Latino entrepre	
Objective 1: Recruit and enroll first cohort of Latino immigrant entrep	11/2023
Objective 2: Recruit and enroll second cohort of Latino immigrant e	4/2024
Objective 3: Objective 3: Provide access to CVIIC's Latino immigrant	Ongoing



Section 3

Project Budget: Provide a proposed budget and include staff and operational expenses details. Applicants shall complete the attached Project Budget (Exhibit A, Attachment 2) and outline the costs associated with hiring or extending staff capacity. The budget should include staffing costs, allowable operational expenditures, and a narrative to support the proposed budget. All implementation costs must be directly tied to the performance of eligible work.



JERRY P. DYER
MAYOR

July 21, 2023

Dee Dee Myers, Director
Governor's Office of Business and Economic Development
1325 J Street, Suite 1800
Sacramento, California 95814

Dear Director Myers:

As the City of Fresno's Mayor, I am pleased to present the City of Fresno's (City) Local Immigrant Integration and Inclusion Grant application to the Governor's Office of Business and Economic Development.

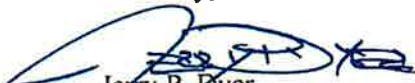
As you know, the Coronavirus Aid, Relief, and Economic Security (CARES) Act dollars disbursed in 2020 and 2021 highlighted a lack of awareness among minority-owned businesses of the Act's myriad programs and grant opportunities. Through comprehensive community outreach, the City has determined this lack of knowledge and access to information – coupled with digital, as well as basic, literacy issues – was causing many in our minority small business community to miss out on these valuable resources.

Since taking office in 2021, "inclusive economic development" has remained a key component of my "One Fresno" vision. As such, my Administration has taken immediate steps to better understand and address the barriers facing minority business owners. While we have made significant progress in making sure our local business community has access to much needed resources, there is still more work to be done.

The City is grateful for this opportunity to partner with the Central Valley Immigrant Integration Collaborative (CVIIC) to further our collective work to ensure improved access and understanding among Fresno's minority business owners.

Thank you in advance for your consideration, and please contact me or Lance Lippincott, the City's Economic Development Director at Lance.Lippincott@fresno.gov, with any questions.

Sincerely,


Jerry P. Dyer
Mayor