

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FRESNO AND BW INDUSTRIES INC. REGARDING THE DEVELOPMENT OF A JOINT COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY OF THE EQUITABLE ECONOMIC MOBILITY INITIATIVE GRANT

This Memorandum of Understanding (MOU or Agreement) is entered into this 19th day of August, 2022, by and between the City of Fresno, California, a municipal corporation, (City) and BW Industries Inc., a Delaware corporation (Bitwise) (Consultant).

RECITALS

WHEREAS, the City of Fresno (City) has been heavily impacted by the COVID-19 pandemic; and

WHEREAS, on May 26, 2021, the City of Fresno Economic Development Department, in partnership with Bitwise, applied for an Equitable Economic Mobility Initiative (EEMI) Grant sponsored by the National League of Cities with the support of the Bill and Melinda Gates Foundation; and

WHEREAS, City will receive additional funding of \$70,000 and wishes to extend the partnership and scope of work with Bitwise; and

WHEREAS City and Bitwise acknowledge that changing economic circumstances should be jointly addressed in a strategic manner that will maximize resources towards economic recovery with a public/ private partnership; and

WHEREAS, focus is on financial inclusion and empowerment by reducing known barriers that deprive "hard to reach" businesses of government services including grants and financing opportunities, financial education, business creation programs and technical assistance for all economic development programs; and

WHEREAS, Fresno Mayor, Jerry Dyer, explicitly recognized these inequalities and under the "One Fresno" mission states a vision of an inclusive, prosperous, beautiful city where people take pride in their neighborhoods and community; a government that listens, keeps its promises, and is owned by the people; and

WHEREAS, the parties agree to work jointly to execute the EEMI grant, as set forth by the National League of Cities.

NOW, THEREFORE, in consideration of the above recitals, which are contractual in nature, the mutual covenants contained herein, and further consideration as is hereby acknowledged, the parties agree as follows:

1) **PARTICIPATING AGENCIES AND DESIGNATED CONTACT PERSONS**

City Representative: Kelly Trevino
Acting Economic Development Director
kelly.trevino@fresno.gov
Tel: (559) 621-8350

BW Industries Inc: Zayn King Dollie
Government Partnership of Bitwise Industries Inc.
zkingdollie@bitwiseindustries.com
Tel: (415) 310-8547

2) ROLES, CONTRIBUTIONS, AND RESPONSIBILITIES

Bitwise shall:

- a) Cover the program costs to develop a digital hub prototype designed by Bitwise. The development of the hub will be a multi phased approach as more particularly described in Exhibit A, Statement of Work, incorporated herein and summarized as follows:
 - i. Phase 1 - Discover is a multi-week engagement the key deliverable of which will be comprehensive user workflow documentation.
 - ii. Phase 2 - Design is the building out of a Proof-of-Concept design, key outputs of which are a digital prototype, testing with key user groups, and market research reporting.
 - iii. Phase 1 and Phase 2 will require translation services as we continue to engage communities and translate materials.
 - iv. There will be a need for marketing and outreach in anticipation of costs associated with engaging stakeholders/community members for testing and adoption of the solution.
 - v. Shall share rights to all work produced from this contract in accordance with the National League of City Institute Memorandum of Understanding attached and incorporated herein in Section 4.
 - vi. Invoice city on a monthly basis for payment.

City shall:

- a) Serve as lead financial management on the Project, including but not limited to:
 - i. Consolidating all information and submitting expenses and statements.
 - ii. Payment for the services listed in Exhibit A shall not exceed \$60,000.00. Statement of Work is hereby incorporated as Exhibit A.
 - iii. Promptly pay invoices upon receipt.
 - iv. Do the marketing and outreach in anticipation of costs associated with engaging stakeholders/community members for testing and adoption of the solution.
 - v. Timely and regularly review of consultant's work according to Project's timeline and scope and guidelines set forth by the National League of Cities.
 - vi. Maintain Project records and make them available.
 - vii. Retain share rights to prototype and all work produced from this contract.

2) EFFECTIVENESS, DURATION and TERMINATION

This MOU shall be effective from this 19th day of August, 2022, and shall remain in effect through January 31, 2023, (Effective Date) . Either party may at any time terminate this MOU, with or without cause, upon 30 days' written notice

to the other party. Upon such termination, all rights, and obligations of each party under this MOU shall cease, except for those specific obligations that shall survive termination as set forth herein.

3) COMPLIANCE WITH GOVERNING LAW

Each party shall comply with all federal, state and local laws, rules and regulations in its pursuit hereof. No party in its performance of this Agreement shall employ discriminatory practices 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.

4) OWNERSHIP OF DOCUMENTS AND PROTOTYPE

Any prototype, reports, information, source code, or other data prepared or assembled by Bitwise pursuant to this Agreement shall be made available to and disseminated to the City and to any individual or organization as requested by the City, including other public entities. Bitwise may also share or disseminate the prototype, reports, information, or other data which is in keeping with the intent of the Grant and NLCI's Equitable Economic Mobility Initiative.

5) COMPENSATION

Bitwise's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed \$60,000 for the Statement of Works as incorporated in **Exhibit A**. Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of City business. The 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. Checks shall be made payable to "BW Industries, Inc." and mailed to the address provided herein:

700 Van Ness Ave. Fresno, CA 93721

6) CONFLICT OF INTEREST AND NON-SOLICITATION

Prior to the City's execution of this Agreement, Bitwise 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, the Consultant shall have the obligation and duty to immediately notify the City in writing of any change to the information provided by the Consultant in such statement.

The Consultant 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 reasonable written request

of the City, the Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, the Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. The Consultant 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, the Consultant shall immediately notify the City of these facts in writing.

In performing the work or services to be provided hereunder, the Consultant 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.

The Consultant 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.

Neither the Consultant, nor any of the Consultant's 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. The Consultant 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, the Consultant shall remain responsible for complying with this section.

If the Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, the Consultant shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith. This Section shall survive expiration or termination of this Agreement.

7) CAPACITY OF THE PARTIES

Each party is acting in an independent capacity. Nothing in this Agreement and nothing in the course of dealings between the parties hereunder shall be deemed to create any fiduciary relationship, trust, partnership, joint venture, agency, or employment relationship, jointly and severally.

In addition, and without limitation, each party shall be solely responsible for all matters relating to payment of its employees, including, but not limited to, compliance with applicable social security withholding, worker's compensation insurance, benefits, and all other regulations governing such matters. Personnel supplied by City will not for any purpose be considered employees or agents of Bitwise. The City assumes full responsibility for the actions of such personnel while they are performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), disability benefits, and

the like, as applicable. Conversely, personnel supplied by Bitwise will not for any purpose be considered employees or agents of the City. Bitwise assumes full responsibility for the actions of such personnel while they are performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), disability benefits, and the like, as applicable.

The City and Bitwise agree and acknowledge that their relationship is strictly and solely that of an independent contractor to each other. The City's employees and/or agents are not entitled to any employee benefits or insurance, including without limitation any health care, worker's compensation, unemployment, or disability benefits, to be provided by Bitwise. Bitwise agrees and acknowledges that its employees and/or agents are not entitled to any employee benefits or insurance, including without limitation any health care, worker's compensation, unemployment, or disability benefits, to be provided by the City.

The parties further agree and acknowledge that each party is solely responsible for determining the method and means by which it will fulfill its obligations hereunder. Each shall be solely responsible for payment of all sales, use, or other taxes assessed against or associated with the performance of each party's respective obligations or on the exercise of their rights under this Agreement, including without limitation income, payroll or employment-related taxes and payments.

Neither party shall engage any person or entity to serve in any capacity or incur any expense or obligation on behalf of the other without the prior written consent of both parties.

8) PROFESSIONAL SKILL

It is further mutually understood and agreed by and between the parties hereto that inasmuch as Bitwise represents to City that Bitwise 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, City relies upon the skill of Bitwise and its subcontractors, if any, to do and perform such services in a skillful manner and Bitwise agrees to thus perform the services and require the same of any subcontractors. For purpose of clarity, City understands and acknowledges that GRANTEE has represented to City that GRANTEE engages in the training and mentorship of persons entering the technology industry ("Apprentice"); Apprentices may have varying degrees of professional skill, but Grantee will supervise any Apprentice performing services hereunder to ensure the services are completed in a skillful manner.

9) INDEMNIFICATION

To the furthest extent allowed by law, Bitwise 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) incurred by City, Bitwise or any other

person, and 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 out of performance of this Agreement. Bitwise's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents, or 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 Bitwise should subcontract all or any portion of the work to be performed under this Agreement, Bitwise 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.

This section shall survive termination or expiration of this Agreement.

10) 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 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

Bitwise, or any party Bitwise subcontracts with, shall maintain limits of liability of 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.
- 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.

UMBRELLA OR EXCESS INSURANCE

In the event Bitwise 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

Bitwise shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and Bitwise shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to 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 deductibles or self-insured retentions as respects City, its officers, officials, employees, agents, and volunteers; or
- (ii) Bitwise 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

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1. City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. Bitwise shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

2. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, Bitwise's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers shall be excess of Bitwise's insurance and shall not contribute with it. Bitwise shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Bitwise and its insurer shall waive any right of subrogation against City, its officers, officials, employees, agents, and volunteers.

If the Professional Liability 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 Bitwise.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five 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-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 Bitwise, Bitwise must purchase "extended reporting" coverage for a minimum of five 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.

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 by certified mail, return receipt requested, has been given to City. Bitwise 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, Bitwise 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, Bitwise 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.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

VERIFICATION OF COVERAGE

Bitwise shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. 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, Bitwise 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.

11) ATTORNEY'S FEES

If a 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/their reasonable attorney's fees and legal expenses.

12) PRECEDENCE OF DOCUMENTS

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

13) NOTICES

Any notice required or intended to be given to a party under the terms of this Agreement shall be in writing and shall be deemed to be duly delivered the earlier of (a) actual receipt by personal delivery to the representative (as defined herein), as the case may be, or in lieu of such personal service, by way of Federal Express or other similar courier addressed to such party at the appropriate address set forth herein, (b) the date of receipt by facsimile to the City Representative or the Bitwise Representative, or (c) three business days after the date of mailing (postage pre-paid return receipt requested). Either party may change its address for the purpose of this Paragraph by giving written notice of such change to the other.

14) BINDING

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

15) ASSIGNMENT

There shall be no assignment by any party of its rights or obligations under this Agreement without the prior written approval of the other party. Any attempted assignment by a party, its successors or assigns, shall be null and void unless approved in writing by the other party.

16) WAIVER

The waiver by any 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 approved by 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.

The payment of any fee or compensation or performance of any obligation hereunder by either party shall not constitute a waiver of any breach by the other party or of any of the rights and remedies which either party may have as a result of such breach. No waiver by either party of breach of the Agreement shall be implied from any failure by the other party to take action on account of such breach if such breach persists or is repeated. Waivers by either party of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

17) GOVERNING LAW AND VENUE

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. 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.

18) 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.

19) 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.

20) 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 or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

21) ENTIRE AGREEMENT

It is mutually understood and agreed that the foregoing along with the attached exhibits constitutes the entire Agreement between the parties. Any modifications

or amendments to this Agreement must be in writing signed by an authorized agent of each party.

IN WITNESS THEREOF, the parties have caused their authorized agents to execute this Agreement:

CITY OF FRESNO,
A California municipal corporation

BW Industries Inc.,
a Delaware corporation

By: _____
Georgeanne A. White
City Manager

By:  _____
Jake A. Soberal
Co-CEO

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

By: Taylor W. Rhoan 08/19/22
Taylor W. Rhoan Date
Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

Exhibits:

- Exhibit A – Statement of Work
- Exhibit B - Equitable Economic Mobility Initiative Addendum to Memorandum of Understanding Between National League of Cities Institute and City of Fresno, California (Attached)
- Exhibit C – Disclosure of Conflict of Interest Form

EXHIBIT A
Statement of Work
Service Agreement between City of Fresno
and Bitwise Industries Inc

EXECUTIVE PROJECT OVERVIEW

The City of Fresno will focus on the financial inclusion and empowerment of “hard to reach” businesses. More specifically, businesses operating in Opportunity Zones or Community Development Block Grant project areas, minority-owned small businesses and entrepreneurs from underserved neighborhoods and vulnerable businesses who became dramatically more exposed to theft and assault in the wake of the COVID-19 crisis throughout the City of Fresno.

The primary objectives are to address economic mobility and racial equity. To achieve this, we'll reduce the known barriers of access to government services by providing information around and access to business licenses and related permits and, beyond that, access to and knowledge of other related business services, grants, funding opportunities, business creation programs and assistance along the way. In order to do this, Bitwise will assist the City of Fresno in articulating and streamlining clear processes for creating and running a business in the city of Fresno. First part of the discovery has been completed through focus groups of business owners that were Hmong, Spanish, Punjabi, and English speaking. This information will guide future discovery to provide more effective delivery mechanisms for city services.

SOLUTION

Bitwise will develop the plans to build a one-stop shop for small-business owners in the form of a digital hub for understanding business licenses and related permits, connecting the users to relevant community organizations, and increased language support for “hard to reach” businesses attempting to interact with government services and strategies.

In order to accomplish this, Bitwise will hold discovery sessions with the relevant City of Fresno departments to understand the needs of internal and external stakeholders (Discovery-Phase 1), create a digital hub prototype and scope of work of the proposed solution (Design-Phase 2).

The solution could include the following capabilities:

- Ability for City of Fresno to maintain the resource content
- Ability to present appropriate resource content based on the section and staging of the user. Content may include the following:
 - Text
 - Hyperlinks

- Ability for user to download all resources for a particular stage as a simple document that can be used as a checklist
- Ability to provide a decision tree to assist the user in identifying their staging, for Minimum Viable Product (MVP) this can be a simple guided form.
- Ability to reference the source of the resources and highlight the partners within the coalition and their contributions
 - Walkthrough to allow users to see key functionality/help content
 - FAQ page
 - Collection of analytics to track user traffic and access to digital resources
- Ability for users to access content in their native languages using high-quality translations (without leaning on third-party translation tools)
 - English
 - Spanish
 - Punjabi
 - Hmong
- A community forum for discussion between users
- ADA compliance

The MVP solution will not require:

- Users to log in to access digital resources

PHASED APPROACH

Bitwise will utilize a phased approach to ensure the success of this project. Bitwise utilizes the following framework to complete solutions:

Phase One: Discovery

The purpose of the discovery phase is to better understand and document the process we are attempting to solve. Bitwise will immerse their team with the City of Fresno subject matter experts to document the appropriate project scope and approach to ensure we have defined the right content and user journey prior to design and development. Furthermore, in the Discovery phase, Bitwise will conduct interviews and build business/user personas and user journeys to understand the workflows and processes required to get businesses owners in Fresno the resources they need to be successful as well as outlining future city processes in order to provide clear guidance on the long-term maintenance of the project. At the end of the Discovery phase, Bitwise will begin synthesizing the data collected in order to create an initial Scope of Work which will define workflows and processes and inform the next phase.

Activities for this phase of the project would include the following:

- Identifying relevant stakeholders with the City of Fresno Economic Development

Department (EDD) 3 days

- One-hour, 1:1 Interviews with relevant community stakeholders, city departments and outside agencies. To be completed in 2 weeks but will need to be adjusted according to availability and the number of departments identified by the City of Fresno EDD.
- Translation services to be provided by Bitwise as needed
- Creation of Business personas, related User Journeys, site architecture including suggested content, and example source inspiration (ex. Similar websites for reference). 2 weeks
- Development of Initial Scope of Work based on discovery findings. 2 weeks

Phase Two: Design

The purpose of the Design Phase is to provide a visual representation of the solution and validate that the solution meets the needs of the customer. Once a Scope of Work has been agreed upon, Bitwise will design a Digital Hub Prototype. The project will utilize the solution and design concepts validated in Phase One to create the designs. Bitwise will also begin to generate plans on user adoption and generate a roadmap to ensure that the data in the system is maintained and updated by the correct stakeholders once it is built and deployed.

When the Digital Hub Prototype has been created Bitwise will coordinate with the City of Fresno to engage at least one small business owner from each of the original focus groups to conduct user testing of the prototype and gain qualitative feedback to ensure the solution created meets the needs of the business owners. Bitwise will consolidate the feedback collected into a Usability Feedback Report and make priority adjustments to the Digital Hub Prototype within the time limits afforded by the scope of work.

Activities for this phase of the project would include the following:

- Build Digital Hub Prototype should take 4-6 weeks.
- Usability Feedback Testing 2 weeks (4 individuals x 45 minutes of observation and feedback, followed by the capturing insights in the Usability Feedback Report)
- Deliver Final Digital Hub Prototype and Final Scope of Work 2 weeks

At the end of the Design phase Bitwise will be able to provide a proposal for the rest of the project to implement a final product based on the designs from the digital hub Prototype and Final Scope of Work. This would include the development and deployment of a website as outlined in the Scope of Work.

Project Team

Team Member	Company	Responsibilities
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Project Manager
facilitating the project.

Bitwise

- Responsible for leading and
- Provide status reporting.

UX Lead

Bitwise

- Gather user experience requirements.
- Creates personas & user journey workflows.
- Provides mock-ups for review.
- Generates prototype or proof of concept.
- Conduct stakeholder interviews.
- Conduct qualitative user research to gather feedback on the digital hub prototype.

Solutions Lead

Bitwise

- Gather business requirements.
- Responsible for ensuring viable tech solutions and architecture.
- Responsible for putting together full solution estimates, milestones, and deliverables.

Phase One Deliverables

Deliverable

User Workflow Documentation

Description

Bitwise will create documents that outline users and their work flows within the system. This could include generating personas, developing user flow diagrams, and mock-ups and wireframes of the proposed system

- User flow diagrams would document the end-user needs and actions taken at each step of the journey so that appropriate solutions can be designated for each step.
- Personas would include 4-5 fictional characters based on potential internal/external stakeholders to help teams better empathize as they make decisions that will impact users. Specifically, by identifying key

information, such as but not limited to business tenure, business type, and related government departments and resources.

- Mock- up and wireframes will be visual guides that represent a page's structure, hierarchy, and key elements so that the team can discuss ideas for the site and assist visual designers and developers when they get resolved.

Initial Scope of Work

Bitwise will conduct research and build out a Market Research Report which will highlight the value add of the proposed system to the internal external stakeholders.

Phase Two Deliverables

Deliverable

Description

Proof of Concept Digital Prototype

Proof of Concept (POC) is creating evidence and documentation about the feasibility of an idea. It outlines how the idealized product or service would become market-ready, how it would function if it's needed, and who is the target demographic. This should be a fully navigable design prototype that is used to validate the approach prior to investing in the implementation of the product. Bitwise will conduct qualitative, observation-based user testing with 4 individuals (1 from each original focus group) x 45 minutes of observation and feedback while using the prototype. Feedback gathered from user testing of the clickable prototype will guide one round of adjustments to the clickable prototype.

Market Research Report

Bitwise will conduct research and build out a Market Research Report

which will highlight the value add of the proposed system to the internal and external stakeholders.

Final Scope of Work

Bitwise will build upon the Initial Scope of Work created in Phase One and take all the data collected from the creation of the Digital Hub

Prototype and the feedback from the user in order to generate a Final Scope of Work. The Final Scope of work will define the features to build out the Digital Hub Prototype.

City of Fresno - Department of Economic Development:

Project Owner	City of Fresno	<ul style="list-style-type: none"> • Sign off on project deliverables. • Responsible for ensuring needed resources (subject matter experts) are available for consultation. • Prioritize application features. • Provide approval on MVP approach.
Subject Matter Experts	City of Fresno	<ul style="list-style-type: none"> • Provide live or sample content representing live content for the proof of concept. • Provide feedback on application requirements.
Technical Lead	City of Fresno	<ul style="list-style-type: none"> • Provides technical requirements and constraints.

- Client will provide access to subject matter experts
- Client will provide feedback on deliverables within 2 days of receipt

EXHIBIT B

Equitable Economic Mobility Initiative Addendum to Memorandum of Understanding Between
National League of Cities Institute and City of Fresno, California (Attached)

Equitable Economic Mobility Initiative
Addendum to Memorandum of Understanding
Between
National League of Cities Institute
and
City of Fresno, California

PURPOSE

This is an Addendum to the Memorandum of Understanding (MOU) between the National League of Cities Institute (NLCI) and the City of Fresno, California (City) as part of NLCI's *Equitable Economic Mobility Initiative* (EEM Initiative). This Addendum sets forth the terms of participation and understanding regarding the second round of grant funding to support the implementation of the City's EEMI work. This Addendum to the MOU defines the supplemental responsibilities for the implementation grant period through December 31, 2022.

BACKGROUND

NLCI's EEM Initiative provides cities with technical assistance and grant funding to help them make innovative changes that will boost economic mobility of residents, especially those most impacted by the pandemic's economic consequences. Participating cities will gain a greater understanding of the economic realities facing their residents and the root causes of economic inequities. The EEM Initiative has provided two opportunities for participating cities to apply for grant funds – a planning grant in June of 2021 and an implementation grant in January of 2022.

EFFECTIVE DATE AND TERMINATION RIGHTS

This Addendum to the MOU will take effect upon the last party's signature and shall remain in effect until December 31, 2022. Either party may terminate the collective MOU and Addendum agreements upon delivery of written notice to the other party. Upon termination, the City must promptly refund any unused grant funds to NLCI within 30 days of termination.

GRANT AWARD AND USE OF FUNDS

NLCI will provide the City with a supplemental grant in the amount of \$70,000 to support costs associated with the implementation phase of the work as outlined in the City's EEM Initiative Second Grant Funding Application as accepted by NLCI. Funds shall be used solely for the purpose and goals stated herein and in accordance with the budget submitted by the City and approved by NLCI for activities for the term of the collective MOU and Addendum. Allowable uses of funds include but are not limited to expenses associated with core personnel costs; stakeholder engagement with community organizations, residents and other partners; payments to partner organizations; incentives for resident engagement and participation in programing; and other uses as approved by NLCI.

DISTRIBUTION OF FUNDS

NLCI shall distribute the total supplemental grant funds to the City upon the receipt of a completed and updated W-9 form, completed ACH form, and a signed copy of this Addendum to the MOU.

SUMMARY OF ROLES AND RESPONSIBILITIES

By accepting this supplemental grant and signing this Addendum, City agrees to uphold the previous roles and responsibilities from the original MOU in addition to the following:

- Build out city data profile through the mySidewalk data platform (provided by NLCI) to increase impact of EEMI project;
- Execute action plan as accepted by NLCI;
- Complete NLCI's EEMI survey capturing the status of partnerships, public statements on racial equity and economic mobility as well as visibility with city leaders; and
- Submit a **final grant report to NLCI by December 30, 2022**, which includes a narrative description of all work conducted under the grant, outcomes achieved, lessons learned, impact data and a sustainability plan as well as a financial report that shows how the cumulative awarded funds were used.

Equitable Economic Mobility Initiative

Grant Receipt Statement

By signing this document, I acknowledge that I have read and agree to the grant provisions set forth in this Addendum to the MOU for the National League of Cities Institute’s *Equitable Economic Mobility Initiative (EEMI)*.

City of Fresno, California

Signature Date

Name – Authorized Signature

Title

City

National League of Cities Institute

Signature Date

Clarence E. Anthony
Executive Director
National League of Cities Institute

Please email this completed page to Patrick Hain at eofe@nlc.org.

**EXHIBIT C
DISCLOSURE OF CONFLICT OF INTEREST**

South Central Fresno Assembly Bill 617 (AB 617) Community Health Impact Assessment]

		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
 08 / 21 / 2022

 Date
 Jake Sober

 (Name)
 Bitwise Industries

 (Company)
 700 Van Ness Ave

 (Address)
 Fresno, CA 93721

 (City, State Zip)

TITLE	City of Fresno - Signature Request
FILE NAME	CLEAN FINAL _Bitw...ed as to form.pdf
DOCUMENT ID	abc6e36b767d541dfedb84e91276b57accd7869c
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



SENT

08 / 19 / 2022
21:06:16 UTC-7

Sent for signature to Jake Soberal (jsoberal@bitwiseindustries.com) from zkingdollie@bitwiseindustries.com
IP: 187.184.157.223



VIEWED

08 / 21 / 2022
14:46:54 UTC-7

Viewed by Jake Soberal (jsoberal@bitwiseindustries.com)
IP: 152.39.192.142



SIGNED

08 / 21 / 2022
14:47:06 UTC-7

Signed by Jake Soberal (jsoberal@bitwiseindustries.com)
IP: 174.208.165.122



COMPLETED

08 / 21 / 2022
14:47:06 UTC-7

The document has been completed.