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CITY OF FRESNO  
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# FRESNO CITY COUNCIL

City of



## Information Packet

Agenda Related Item(s) – File ID 20-00748 (E)

### **ITEM(S)**

**File ID 20-00748 (E)** - Approve amended contract with Economic Development Corporation to provide additional services related to COVID-19 pandemic.

**Contents of Supplement: Staff Report, First Amendment to EDC Agreement, Proposed Budget, Appendix A: Social Distancing Protocol and Employer Face Covering Flyer**

### **Item(s)**

#### **Supplemental Information:**

Any agenda related public documents received and distributed to a majority of the City Council after the Agenda Packet is printed are included in Supplemental Packets. Supplemental Packets are produced as needed. The Supplemental Packet is available for public inspection in the City Clerk's Office, 2600 Fresno Street, during normal business hours (main location pursuant to the Brown Act, G.C. 54957.5(2)). In addition, Supplemental Packets are available for public review at the City Council meeting in the City Council Chambers, 2600 Fresno Street. Supplemental Packets are also available on-line on the City Clerk's website.

#### **Americans with Disabilities Act (ADA):**

The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Requests for additional accommodations for the disabled, sign language interpreters, assistive listening devices, or translators should be made one week prior to the meeting. Please call City Clerk's Office at 621-7650. Please keep the doorways, aisles and wheelchair seating areas open and accessible. If you need assistance with seating because of a disability, please see Security.

## REPORT TO THE CITY COUNCIL

June 3, 2020

**FROM:** MAYOR LEE BRAND  
Office of the Mayor & City Manager

WILMA QUAN, City Manager  
Office of the Mayor & City Manager

**BY:** TIM A. ORMAN, Chief of Staff to the Mayor  
Office of the Mayor & City Manager

### SUBJECT

..Title

Approve amended contract with Economic Development Corporation to provide additional services related to COVID-19 pandemic.

..Body

### RECOMMENDATIONS

The Mayor and City Manager recommend the Council approve an Amendment to the Service Agreement with EDC to add \$110,000 to their existing agreement to provide for much-needed additional services to assist local small businesses in proper health and safety protocols for safe operation. Getting our economy back to pre-COVID-19 levels will be a long process and the key factor to speeding up the process is to give potential customers as much confidence as possible that they can enjoy a safe shopping experience. This program is designed to provide that confidence.

### EXECUTIVE SUMMARY

On December 14, 2017, the City Council approved a 5-year agreement with EDC to assist in implementing and administering local economic development business attraction, expansion and retention activities. This amendment adds \$110,000 to that agreement to perform a limited scope of activities specific to educating and engaging businesses in the City of Fresno and assist them with following the State, County and City guidance for safe operation to protect their employees and customers. In exchange for agreeing to abide by the State, County and City guidelines, those businesses will be listed on a website EDC is creating to effectively show consumers where it is safe to shop.

### BACKGROUND

EDC will be partnering with the Fresno Chamber of Commerce, the Hispanic Foundation, the Fresno Metro Black Chamber of Commerce, The Fresno Center and The Jakara Movement Fresno Chapter in order to provide materials and consultation which take into account cultural appropriateness. EDC will also provide training to these and other community benefit organizations on the various protocols and how to assist businesses in finding answers to their questions.

EDC will also staff a business hotline Monday through Friday from 8 am to 5 pm and will answer queries sent to its already established COVID-19 Resource web page. EDC, in conjunction with the Fresno County Department of Public Health will also be surveying businesses to learn their understanding of proper safety protocols and to see what needs may need to be addressed to ensure their continued safe operation.

Guided tutorials and training videos will also be produced as part of this project. In addition, EDC will conduct a city-wide mailing to all businesses and provide them with the survey and the City of Fresno's Appendix A: Social Distancing Protocol and Employer Face Covering Flyer. Additional marketing will include city-wide business email and targeted radio and digital advertising through a variety of media outlets, as shown in their attached budget.

Once businesses have received the materials and received answers to their questions, they will be able to submit an "Attestation of Compliance" that will allow them to be listed on the revivefresnocounty webpage. The attestation is their promise to their customers that they will follow State, County and City guidance and protocols to make for a safe shopping experience.

City Controller Michael Lima has reviewed this program and believe it is an eligible expense for reimbursement from the City's Coronavirus Relief Fund established and funded by the federal government's CARES Act.

## **ENVIRONMENTAL FINDINGS**

This is not a project for the purposes of CEQA.

## **LOCAL PREFERENCE**

Not applicable.

## **FISCAL IMPACT**

\$110,000; to be reimbursed from the City's CARES Act Coronavirus Relief Fund monies.

Attachments:

Amendment to EDC Agreement

Proposed Budget

Appendix A: Social Distancing Protocol  
Employer Face Covering Flyer

## **FIRST AMENDMENT TO SERVICE AGREEMENT**

THIS FIRST AMENDMENT TO SERVICE AGREEMENT (First Amendment) is effective as of June 4, 2020, and amends the Service Agreement, dated July 1, 2017, entered into between the CITY OF FRESNO, a municipal corporation (CITY), and ECONOMIC DEVELOPMENT CORPORATION SERVING FRESNO COUNTY, a California corporation (EDC).

### **RECITALS**

- A. CITY and EDC entered into a Service Agreement, dated July 1, 2017, (the Agreement), whereby EDC agreed to perform the services described therein relating to business assistance.
- B. In light of the impacts of the COVID-19 pandemic, CITY now wishes to amend the Agreement to obtain additional services responsive to the pandemic.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree that the aforesaid agreement be amended as follows:

- 1. Additional Scope of Work. EDC shall provide the additional services set forth in **Exhibit A** hereto.
- 2. Compensation for Additional Work. The total budget for the aforementioned Scope of Work shall not exceed \$110,000 during the term of this Amendment.
- 3. Term. EDC shall perform all services identified in **Exhibit A** hereto for a period of three months, commencing on June 4, 2020 through and including September 4, 2020.
- 4. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be an original, but all of such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of this First Amendment by facsimile or other electronic means shall be equally effective as delivery of a manually executed original counterpart of this First Amendment.
- 5. Effect of Amendment. Except as expressly modified by this First Amendment, the Agreement is hereby reaffirmed and ratified. In the event of any conflict between the Agreement and this First Amendment, this First Amendment shall control.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

**CITY OF FRESNO,**  
a California municipal corporation

By: \_\_\_\_\_  
Wilma Quan  
City Manager

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By: \_\_\_\_\_  
Raj Singh Badhesha                      Date  
Senior Deputy City Attorney

ATTEST:  
YVONNE SPENCE, MMC  
City Clerk

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

**ECONOMIC DEVELOPMENT  
CORPORATION SERVING FRESNO  
COUNTY,**  
a California nonprofit corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(If corporation or LLC., Board Chair,  
Pres. or Vice Pres.)

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(If corporation or LLC., CFO,  
Treasurer, Secretary or Assistant  
Secretary)

**Exhibit A**  
Additional Scope of Work  
First Amendment to Service Agreement

**SCOPE OF WORK**

1. GOAL: In coordination with the Fresno Chamber of Commerce (Project Team) and in close collaboration with the County Public Health Department, the EDC proposes a coordinated campaign to survey and engage businesses in the City of Fresno and determine their capability of reopening, their understanding of safety protocols, and their agreement to abide by those protocols in order to reduce the spread of COVID-19.
2. SCOPE OF WORK:
  - A. Develop, coordinate and administer project.
  - B. Develop and distribute industry reopening survey.
  - C. Develop marketing collateral including, but not limited to:
    - a. Guided tutorial and training videos for businesses, community partners and associations;
    - b. Outreach to Chambers of Commerce, community-based organizations and affiliate partners;
    - c. City-wide business outreach mailer campaign which will include copies of the City's face covering flyer and Appendix A: Social Distancing Protocol (effective May 26, 2020);
    - d. Informational flyer;
    - e. Automated-voice and text message campaign sent to businesses;
    - f. City-wide business outreach via email;
    - g. Targeted radio/digital ad/PSA campaign including Spanish, Hmong and Punjabi.
  - D. Launch and staff industry assistance hotline.
  - E. Launch dedicated one-stop shop webpage (e.g. [www.revivefresnocounty.com](http://www.revivefresnocounty.com)) to host updated state, county and city industry guidelines, protocols, worksite plan templates, and list of businesses who have submitted "Attestation of Compliance". Businesses will be acknowledged for their commitment to the public's health while reopening the economy.

## Reviving Fresno City's Economy

Fresno County EDC	
Personnel	14,057
Marketing & Advertising	
Cumulus - Radio	5,500
OnePutt - Radio	10,000
Univision - Television	3,000
Business Street Media Services	3,750
Stewart Digital Affairs - Voice Broadcasting Services	4,207
KBIF 900 AM - PSA Hmong & Punjabi	1,000
Direct mail to all City businesses	9,600
Administration	4,250
Survey Monkey - Individual Advantage Plan	
To create survey	700
Translators/Interpreters	
Translate material into Spanish, Punjabi and Hmong	5,000
Partner Stipend	
Hispanic Foundation	5,000
Fresno Black Chamber	5,000
The Fresno Center	5,000
Jakara Movement Fresno Chapter	5,000
Fresno Chamber of Commerce	17,686
Personnel	4,250
Administration	
Marketing & Advertising	7,000
Website, Mapping & App	
	<hr/>
	110,000
	<hr/>
TOTAL	



## Appendix A: Social Distancing Protocol, Page 1 (effective at 12:01 am on May 26, 2020)

Business name: \_\_\_\_\_

Facility Address: \_\_\_\_\_

Approximate gross square footage of space open to the public: \_\_\_\_\_

***Businesses must implement all applicable measures listed below, and be prepared to explain why any measure that is not implemented is inapplicable to the business.***

### **MANDATORY SIGNAGE (in addition to posting both pages of this protocol):**

- ☐ Signage at each public entrance of the facility to inform all employees and customers that they should: avoid entering the facility if they have a cough or fever; maintain a minimum six-foot distance from one another; sneeze and cough into a cloth or tissue or, if not available, into one's elbow; and not shake hands or engage in any other unnecessary physical contact.
- ☐ Signage posting a copy of the Social Distancing Protocol at each public entrance to the facility.

### **MEASURES TO PROTECT EMPLOYEE HEALTH (check all that apply to the facility):**

- ☐ Everyone who can carry out their work duties from home has been directed to do so.
- ☐ All employees have been told not to come to work if sick.
- ☐ Employees and visitors (but not customers) are screened using the Fresno County Department of Health Non-Medical Employer Screening Form before they may enter the work space.
- ☐ All desks or individual work stations are separated by at least six feet or employees are protected by barriers such as plexiglass dividers.
- ☐ Break rooms, bathrooms, and other common areas are being disinfected frequently, on the following schedule:
  - ☐ Break rooms: \_\_\_\_\_
  - ☐ Bathrooms: \_\_\_\_\_
  - ☐ Other: \_\_\_\_\_
- ☐ Disinfectant and related supplies are available to all employees at the following location(s): \_\_\_\_\_
- ☐ Hand sanitizer effective against COVID-19 is available to all employees at the following location(s): \_\_\_\_\_
- ☐ Soap and water are available to all employees at the following location(s): \_\_\_\_\_
- ☐ All employees are wearing protective facial coverings while working.
- ☐ Customers must wear protective facial coverings in order to shop at this business. Customer without facial coverings will be denied entry to this business.
- ☐ Copies of this Protocol have been distributed to all employees.
- ☐ Optional—Describe other measures: \_\_\_\_\_

### **MEASURES TO PROTECT CROWDS FROM GATHERING (check all that apply to the facility):**

- ☐ Limit the number of customers in the store at any one time to \_\_\_\_\_, which allows customers and employees to easily maintain at least six-foot distance from one another at all practicable times. 50% of your allowed or typical occupancy is a good rule of thumb to use to calculate your limit.
- ☐ Post an employee at the door to ensure that the maximum number of customers in the facility set forth above is not exceeded.
- ☐ Placing per-person limits on goods that are selling out quickly to reduce crowds and lines. Explain: \_\_\_\_\_
- ☐ Optional—Describe other measures: \_\_\_\_\_

## **Appendix A: Social Distancing Protocol, Page 2** (effective at 12:01 am on May 26, 2020)

### **MEASURES TO KEEP PEOPLE AT LEAST SIX FEET APART (check all that apply to the facility):**

- ☐ Placing signs outside the store reminding people to be at least six feet apart, including when in line.
- ☐ Placing tape or other markings at least six feet apart in customer line areas inside the store and on sidewalks at public entrances with signs directing customers to use the markings to maintain distance.
- ☐ Separate order areas from delivery areas to prevent customers from gathering.
- ☐ All employees have been instructed to maintain at least six feet distance from customers and from each other, except employees may momentarily come closer when necessary to accept payment, deliver goods or services, or as otherwise necessary.
- ☐ Optional—Describe other measures: \_\_\_\_\_

### **MEASURES TO PREVENT UNNECESSARY CONTACT (check all that apply to the facility):**

- ☐ Preventing people from self-serving any items that are food-related.
  - ☐ Lids for cups and food-bar type items are provided by staff; not to customers to grab.
  - ☐ Bulk-item food bins are not available for customer self-service use.
- ☐ Do not allow customers to bring their own bags, mugs, or other reusable items from home.
- ☐ Provide for contactless payment systems or, if not feasible, sanitizing payment systems regularly. Describe: \_\_\_\_\_
- ☐ Optional—Describe other measures (e.g. providing senior-only hours): \_\_\_\_\_

### **MEASURES TO INCREASE SANITATION (check all that apply to the facility):**

- ☐ Disinfecting wipes that are effective against COVID-19 are available near shopping carts and shopping baskets.
- ☐ Employee(s) assigned to disinfect carts and baskets regularly.
- ☐ Hand sanitizer, soap and water, or effective disinfectant is available to the public at or near the entrance of the facility, at checkout counters, and anywhere else inside the store or immediately outside where people have direct interactions.
- ☐ Disinfecting all payment portals, pens, and styluses after each use.
- ☐ Disinfecting all high-contact surfaces frequently.
- ☐ Optional—Describe other measures: \_\_\_\_\_

\* Any additional measures not included here should be listed on separate pages, which the business should attach to this document.

**You may contact the following person with any questions or comments about this protocol:**

**Name:** \_\_\_\_\_ **Phone number:** \_\_\_\_\_

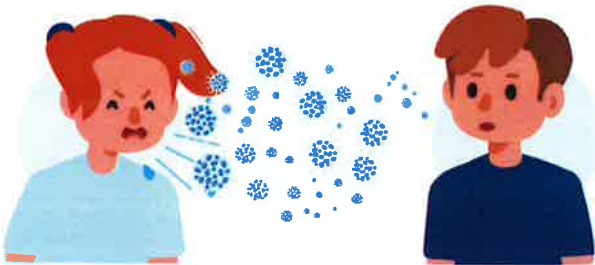
***Failure to complete and post this form, or failure to comply with any City of Fresno emergency order, as required, including Appendix A: Social Distancing Protocol, may subject the business to penalties under state and local law.***



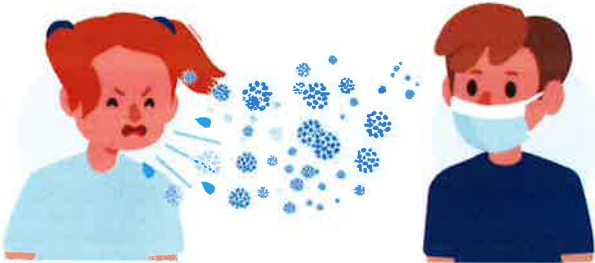
# **ATTENTION EMPLOYERS & BUSINESS OWNERS**

**The City of Fresno's Mandate Requiring Cloth Face Coverings for Your Employees and Customers  
Protect You, Your Employees and Your Customers**

**Proper use of Cloth Face Coverings can  
greatly reduce the spread of COVID-19**



**VERY HIGH  
RISK OF  
INFECTION**



**HIGH  
RISK OF  
INFECTION**



**MEDIUM  
RISK OF  
INFECTION**



**LOW  
RISK OF  
INFECTION**

**Social Distancing precautions (Appendix A) should  
still be followed along with routine hand-washing.**

**Graphics used with the permission of the wonderful team at Harris County Public Health**