

**SERVICE AGREEMENT**

This Service Agreement (“Agreement”) is dated November 28, 2023 (“Effective Date”) and is between Fresno Area Hispanic Foundation, a California non-profit corporation (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

**Recitals**

A. The County was awarded the Local Immigrant Integration and Inclusion Grant (LIIG), which provides funding to support the development or expansion of immigrant integration efforts, increase community trust, and enhance the organizational capacity of local governments to support immigrant populations in California.

B. The Contractor has over 10 years of experience administering federally funded programs.

C. The Contractor has a salesforce database to track client demographic data, record the assistance provided and use it as a tool to produce monthly reports on the grant awarded.

D. The Contractor has been a prior and current grantee of the Governor’s Office of Business and Economic Development, Office of the Small Business Advocate, and has an extensive understanding of the reporting process and requirements, budget management and financial reporting requirements, and quality controls to administer the grant program.

The parties therefore agree as follows:

**Article 1**

**Contractor’s Services**

1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled “Scope of Services.”

1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations

1 under this Agreement, including but not limited to workers compensation, labor, and  
2 confidentiality laws and regulations.

3 **Article 2**

4 **County's Responsibilities**

5 2.1 The County shall review and approve of Contractor's application and application  
6 process.

7 2.2 The County shall issue payments to funding recipient after all required  
8 documentation has been received and verified as complete.

9 **Article 3**

10 **Compensation, Invoices, and Payments**

11 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for  
12 the performance of its services under this Agreement as described in this section, and as  
13 described in Exhibit A. Payment shall be made upon certification or other proof satisfactory to  
14 County that services have been performed by Contractor as required in this Agreement.

15 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor  
16 under this Agreement for one (1) year is one hundred ninety-three thousand three hundred thirty  
17 dollars and fifty cents (\$193,330.50). The maximum compensation for year two (2) is one  
18 hundred ninety-three thousand three hundred thirty dollars and fifty cents (\$193,330.50). The  
19 total compensation payable for the potential two-year term of this Agreement shall not exceed  
20 three hundred eighty-six thousand six hundred sixty-one dollars (\$386,661). The Contractor  
21 acknowledges that the County is a local government entity, and does so with notice that the  
22 County's powers are limited by the California Constitution and by State law, and with notice that  
23 the Contractor may receive compensation under this Agreement only for services performed  
24 according to the terms of this Agreement and while this Agreement is in effect, and subject to  
25 the maximum amount payable under this section. The Contractor further acknowledges that  
26 County employees have no authority to pay the Contractor except as expressly provided in this  
27 Agreement.

1 3.3 **Invoices.** The Contractor shall submit monthly invoices to the County of Fresno,  
2 County Administrative Office, located at 2281 Tulare Street, Room 304, Fresno, CA 93721 or  
3 electronically to e-mail address CAO-AdministrativeOffice@fresnocountyca.gov. The  
4 Contractor shall submit each invoice within 60 days after the month in which the Contractor  
5 performs services and in any case within 60 days after the end of the term or termination of this  
6 Agreement.

7 3.4 **Payment.** In accordance with the terms of the Local Immigrant Integration and  
8 Inclusion Grant (Grant), the County shall pay each correctly completed and timely submitted  
9 invoice on a quarterly basis. Contractor shall provide invoices and documentation satisfactory to  
10 the County and in accordance with the terms of the Grant; the County shall then submit the  
11 invoices and documentation to the grantor of the Grant for reimbursement. Upon reimbursement  
12 of each quarterly invoice to the County by the grantor, the County shall pay that amount of  
13 reimbursement to the Contractor. The County shall only be obligated to pay to the Contractor  
14 the grant funds reimbursed each quarter to the County by the grantor. The County shall remit  
15 any payment to the Contractor's address specified in the invoice.

16 3.5 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and  
17 expenses that are not specified as payable by the County under this Agreement.

#### 18 **Article 4**

##### 19 **Term of Agreement**

20 4.1 **Term.** This Agreement is effective on the Effective Date, and terminates on  
21 November 30, 2025, except as provided in Article 6, "Termination and Suspension," below.

#### 22 **Article 5**

##### 23 **Notices**

24 5.1 **Contact Information.** The persons and their addresses having authority to give and  
25 receive notices provided for or permitted under this Agreement include the following:

26 **For the County:**  
27 County Administrative Officer  
28 County of Fresno  
2281 Tulare Street, Room 304  
Fresno, CA 93721

1 CAO-AdministrativeOffice@fresnocountyca.gov

2 **For the Contractor:**  
3 Chief Executive Officer & President  
4 Fresno Area Hispanic Foundation  
1444 Fulton Street  
Fresno, CA 93721

5 5.2 **Change of Contact Information.** Either party may change the information in section  
6 5.1 by giving notice as provided in section 5.3.

7 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided  
8 for or permitted under this Agreement must be in writing, state that it is a notice provided under  
9 this Agreement, and be delivered either by personal service, by first-class United States mail, by  
10 an overnight commercial courier service, or by Portable Document Format (PDF) document  
11 attached to an email.

12 (A) A notice delivered by personal service is effective upon service to the recipient.

13 (B) A notice delivered by first-class United States mail is effective three County  
14 business days after deposit in the United States mail, postage prepaid, addressed to the  
15 recipient.

16 (C) A notice delivered by an overnight commercial courier service is effective one  
17 County business day after deposit with the overnight commercial courier service,  
18 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to  
19 the recipient.

20 (D) A notice delivered by PDF document attached to an email is effective when  
21 transmission to the recipient is completed (but, if such transmission is completed outside  
22 of County business hours, then such delivery is deemed to be effective at the next  
23 beginning of a County business day), provided that the sender maintains a machine  
24 record of the completed transmission.

25 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,  
26 nothing in this Agreement establishes, waives, or modifies any claims presentation  
27 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
28 of Title 1 of the Government Code, beginning with section 810).

1 **Article 6**

2 **Termination and Suspension**

3 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are  
4 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
5 are not allocated, then the County, upon at least 30 days' advance written notice to the  
6 Contractor, may:

7 (A) Modify the services provided by the Contractor under this Agreement; or

8 (B) Terminate this Agreement.

9 6.2 **Termination for Breach.**

10 (A) Upon determining that a breach (as defined in paragraph (C) below) has  
11 occurred, the County may give written notice of the breach to the Contractor. The written  
12 notice may suspend performance under this Agreement, and must provide at least 30  
13 days for the Contractor to cure the breach.

14 (B) If the Contractor fails to cure the breach to the County's satisfaction within the  
15 time stated in the written notice, the County may terminate this Agreement immediately.

16 (C) For purposes of this section, a breach occurs when, in the determination of the  
17 County, the Contractor has:

18 (1) Obtained or used funds illegally or improperly;

19 (2) Failed to comply with any part of this Agreement;

20 (3) Submitted a substantially incorrect or incomplete report to the County; or

21 (4) Improperly performed any of its obligations under this Agreement.

22 6.3 **Termination without Cause.** In circumstances other than those set forth above, the  
23 County may terminate this Agreement by giving at least 30 days advance written notice to the  
24 Contractor.

25 6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County  
26 under this Article 6 is without penalty to or further obligation of the County.

27 6.5 **County's Rights upon Termination.** Upon termination for breach under this Article  
28 6, the County may demand repayment by the Contractor of any monies disbursed to the

1 Contractor under this Agreement that, in the County's sole judgment, were not expended in  
2 compliance with this Agreement. The Contractor shall promptly refund all such monies upon  
3 demand. This section survives the termination of this Agreement.

## 4 **Article 7**

### 5 **Independent Contractor**

6 7.1 **Status.** In performing under this Agreement, the Contractor, including its officers,  
7 agents, employees, and volunteers, is at all times acting and performing as an independent  
8 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint  
9 venturer, partner, or associate of the County.

10 7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the  
11 manner or method of the Contractor's performance under this Agreement, but the County may  
12 verify that the Contractor is performing according to the terms of this Agreement.

13 7.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no  
14 right to employment rights or benefits available to County employees. The Contractor is solely  
15 responsible for providing to its own employees all employee benefits required by law. The  
16 Contractor shall save the County harmless from all matters relating to the payment of  
17 Contractor's employees, including compliance with Social Security withholding and all related  
18 regulations.

19 7.4 **Services to Others.** The parties acknowledge that, during the term of this  
20 Agreement, the Contractor may provide services to others unrelated to the County.

## 21 **Article 8**

### 22 **Insurance**

23 8.1 The Contractor shall comply with all the insurance requirements in Exhibit C to this  
24 Agreement.

## 25 **Article 9**

### 26 **Inspections, Audits, and Public Records**

27 9.1 **Inspection of Documents.** The Contractor shall make available to the County, and  
28 the County may examine at any time during business hours and as often as the County deems

1 necessary, all of the Contractor's records and data with respect to the matters covered by this  
2 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon  
3 request by the County, permit the County to audit and inspect all of such records and data to  
4 ensure the Contractor's compliance with the terms of this Agreement.

5       **9.2 State Audit Requirements.** If the compensation to be paid by the County under this  
6 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the  
7 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
8 years after final payment under this Agreement. This section survives the termination of this  
9 Agreement.

10       **9.3 Public Records.** The County is not limited in any manner with respect to its public  
11 disclosure of this Agreement or any record or data that the Contractor may provide to the  
12 County. The County's public disclosure of this Agreement or any record or data that the  
13 Contractor may provide to the County may include but is not limited to the following:

14               (A) The County may voluntarily, or upon request by any member of the public or  
15 governmental agency, disclose this Agreement to the public or such governmental  
16 agency.

17               (B) The County may voluntarily, or upon request by any member of the public or  
18 governmental agency, disclose to the public or such governmental agency any record or  
19 data that the Contractor may provide to the County, unless such disclosure is prohibited  
20 by court order.

21               (C) This Agreement, and any record or data that the Contractor may provide to the  
22 County, is subject to public disclosure under the Ralph M. Brown Act (California  
23 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

24               (D) This Agreement, and any record or data that the Contractor may provide to the  
25 County, is subject to public disclosure as a public record under the California Public  
26 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning  
27 with section 6250) ("CPRA").  
28

1 (E) This Agreement, and any record or data that the Contractor may provide to the  
2 County, is subject to public disclosure as information concerning the conduct of the  
3 people's business of the State of California under California Constitution, Article 1,  
4 section 3, subdivision (b).

5 (F) Any marking of confidentiality or restricted access upon or otherwise made with  
6 respect to any record or data that the Contractor may provide to the County shall be  
7 disregarded and have no effect on the County's right or duty to disclose to the public or  
8 governmental agency any such record or data.

9 **9.4 Public Records Act Requests.** If the County receives a written or oral request  
10 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,  
11 and which the County has a right, under any provision of this Agreement or applicable law, to  
12 possess or control, then the County may demand, in writing, that the Contractor deliver to the  
13 County, for purposes of public disclosure, the requested records that may be in the possession  
14 or control of the Contractor. Within five business days after the County's demand, the  
15 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's  
16 possession or control, together with a written statement that the Contractor, after conducting a  
17 diligent search, has produced all requested records that are in the Contractor's possession or  
18 control, or (b) provide to the County a written statement that the Contractor, after conducting a  
19 diligent search, does not possess or control any of the requested records. The Contractor shall  
20 cooperate with the County with respect to any County demand for such records. If the  
21 Contractor wishes to assert that any specific record or data is exempt from disclosure under the  
22 CPRA or other applicable law, it must deliver the record or data to the County and assert the  
23 exemption by citation to specific legal authority within the written statement that it provides to  
24 the County under this section. The Contractor's assertion of any exemption from disclosure is  
25 not binding on the County, but the County will give at least 10 days' advance written notice to  
26 the Contractor before disclosing any record subject to the Contractor's assertion of exemption  
27 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs  
28 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,



1 failure to produce any such records, or failure to cooperate with the County with respect to any  
2 County demand for any such records.

### 3 **Article 10**

#### 4 **Disclosure of Self-Dealing Transactions**

5 10.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,  
6 or changes its status to operate as a corporation.

7 10.2 **Duty to Disclose.** If any member of the Contractor’s board of directors is party to a  
8 self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
9 “Self-Dealing Transaction Disclosure Form” (Exhibit B to this Agreement) and submitting it to the  
10 County before commencing the transaction or immediately after.

11 10.3 **Definition.** “Self-dealing transaction” means a transaction to which the Contractor is  
12 a party and in which one or more of its directors, as an individual, has a material financial  
13 interest.

### 14 **Article 11**

#### 15 **General Terms**

16 11.1 **Modification.** Except as provided in Article 6, “Termination and Suspension,” this  
17 Agreement may not be modified, and no waiver is effective, except by written agreement signed  
18 by both parties. The Contractor acknowledges that County employees have no authority to  
19 modify this Agreement except as expressly provided in this Agreement.

20 11.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
21 under this Agreement without the prior written consent of the other party.

22 11.3 **Governing Law.** The laws of the State of California govern all matters arising from  
23 or related to this Agreement.

24 11.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
25 County, California. Contractor consents to California jurisdiction for actions arising from or  
26 related to this Agreement, and, subject to the Government Claims Act, all such actions must be  
27 brought and maintained in Fresno County.

1        11.5    **Construction.** The final form of this Agreement is the result of the parties' combined  
2 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
3 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
4 against either party.

5        11.6    **Days.** Unless otherwise specified, "days" means calendar days.

6        11.7    **Headings.** The headings and section titles in this Agreement are for convenience  
7 only and are not part of this Agreement.

8        11.8    **Severability.** If anything in this Agreement is found by a court of competent  
9 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
10 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
11 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
12 intent.

13       11.9    **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
14 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
15 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
16 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
17 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
18 all applicable State of California and federal statutes and regulation.

19       11.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
20 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
21 performance of any continuing or other obligation of the Contractor and does not prohibit  
22 enforcement by the County of any obligation on any other occasion.

23       11.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
24 between the Contractor and the County with respect to the subject matter of this Agreement,  
25 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
26 publications, and understandings of any nature unless those things are expressly included in  
27 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
28 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving

1 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
2 exhibits.

3 11.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
4 create any rights or obligations for any person or entity except for the parties.

5 11.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

6 (A) The Contractor is duly authorized and empowered to sign and perform its  
7 obligations under this Agreement.

8 (B) The individual signing this Agreement on behalf of the Contractor is duly  
9 authorized to do so and his or her signature on this Agreement legally binds the  
10 Contractor to the terms of this Agreement.

11 11.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
12 electronic signature as provided in this section.

13 (A) An "electronic signature" means any symbol or process intended by an individual  
14 signing this Agreement to represent their signature, including but not limited to (1) a  
15 digital signature; (2) a faxed version of an original handwritten signature; or (3) an  
16 electronically scanned and transmitted (for example by PDF document) version of an  
17 original handwritten signature.

18 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed  
19 equivalent to a valid original handwritten signature of the person signing this Agreement  
20 for all purposes, including but not limited to evidentiary proof in any administrative or  
21 judicial proceeding, and (2) has the same force and effect as the valid original  
22 handwritten signature of that person.

23 (C) The provisions of this section satisfy the requirements of Civil Code section  
24 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
25 Part 2, Title 2.5, beginning with section 1633.1).

26 (D) Each party using a digital signature represents that it has undertaken and  
27 satisfied the requirements of Government Code section 16.5, subdivision (a),  
28

1 paragraphs (1) through (5), and agrees that each other party may rely upon that  
2 representation.

3 (E) This Agreement is not conditioned upon the parties conducting the transactions  
4 under it by electronic means and either party may sign this Agreement with an original  
5 handwritten signature.

6 11.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
7 original, and all of which together constitute this Agreement.

8 [SIGNATURE PAGE FOLLOWS]

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The parties are signing this Agreement on the date stated in the introductory clause.

FRESNO AREA HISPANIC FOUNDATION

COUNTY OF FRESNO

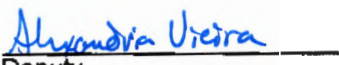


Dora Westerlund, CEO & President

1444 Fulton Street  
Fresno, CA 93721

  
Sal Quintero, Chairman of the Board of  
Supervisors of the County of Fresno

**Attest:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By:   
Deputy

For accounting use only:

Org No.: 2540  
Account No.: 7295  
Fund No.: 0001  
Subclass No.: 10000

# Exhibit A

## Scope of Services

1  
2 The Fresno Area Hispanic Foundation (FAHF) is a 501(c)(3) non-profit organization with  
3 a mission to promote education and self-sufficiency through economic development that  
4 strengthens the community. Since 2004, FAHF has been committed to fostering  
5 entrepreneurship as a means towards economic self-sufficiency and empowering women  
6 entrepreneurs to succeed in the Central San Joaquin Valley.

7 FAHF owns and operates the Downtown Business Hub, a business incubator program  
8 located in downtown Fresno that has generated over \$3 million of private investment into the  
9 local economy. FAHF has a proven track record of providing technical assistance to over  
10 15,000 startup and existing businesses, including its Womanpreneur and Latinapreneur  
11 programs that have been able to assist women entrepreneurs throughout the eight-county  
12 region. In addition, FAHF has been able to help businesses access to over \$8 million in  
13 financing that resulted in the creation and/or retention of 12,000+ jobs.

14 FAHF will provide technical assistance, entrepreneurial capacity training and the  
15 necessary entrepreneurial resources to immigrant individuals and small business owners  
16 looking to start or expand a business. FAHF will assist in business registration, licensing,  
17 permits, business plan development, and workshops, among other areas. FAHF will provide  
18 small businesses and individuals with access to affordable and responsible capital through  
19 small business and consumer loans. These activities will advance immigrant integration by  
20 fostering entrepreneurship as a means towards economic self-sufficiency and giving immigrants  
21 the opportunity to increase income.

22 FAHF will partner with the Fresno Regional Workforce Development Board (FRWDB) to  
23 provide career readiness training, workshops and trainings focused on job readiness, soft skills,  
24 job preparation skills, effective communication, financial literacy, and industry exploration and  
25 digital literacy. FRWDB will provide assistance to immigrant individuals with job searching,  
26 filling out job applications, career counseling, skills assessments, and assist with job  
27 placements. These activities will advance the immigrant labor market by decreasing  
28 unemployment rates and increasing their wages.

## Exhibit A

1 FAHF will partner with Centro La Familia Advocacy Services (CLFA) to provide  
2 government system navigation to conduct intake/assessment of immigration need(s), provide  
3 tailored plans to address specific need(s) such as how to apply for public benefits, a driver's  
4 license, appointment accompaniment, case management, and follow up. CLFA will provide  
5 immigrants with education of available community resources; peer-to-peer services, connect  
6 them to service providers in the areas of mental health, parent education, domestic violence,  
7 victim services, health literacy, and others; assist with appointment setting; transportation, and  
8 follow up. These activities will help advance social integration into the community and improve  
9 their well-being and quality of life. Education and outreach will be carried out in urban and rural  
10 communities and includes attending resource fairs, one-on-one education, presentations, focus  
11 groups, forums, and workshops. The primary strategy is to bring information to areas frequented  
12 by the target populations and ensure that it is culturally sensitive and linguistically appropriate  
13 for the population. The program will provide equal access to services for all individuals and  
14 Navigators will have the language skills and cultural awareness necessary to communicate fully  
15 and effectively. Forms and written materials will be offered in English and Spanish, and  
16 additional translations as identified.

17 To advance immigrant integration, FAHF, CLFA, and FRWDB will form the "Fresno  
18 Immigrant Integration Partnership (FIIP). FAHF will leverage its existing Confia Rural Program,  
19 which is designed to enhance the economic well-being of hard-to-reach individuals, families,  
20 and small business owners in rural areas throughout the region. FAHF will coordinate resource  
21 fairs in 3 rural communities of Fresno County each year (6 total), including but not limited to:  
22 Mendota, Parlier, Kerman, Coalinga, Orange Cove, and Huron. These "Confia" events will serve  
23 as a platform for community members to access valuable technical assistance and resources  
24 focused in various areas such as small business development, financial literacy, social services  
25 resources, and workforce training/development. To ensure successful events, program partners  
26 will participate to bring their respective resources in addition to leveraging their staff and  
27 facilities in designated rural communities. Other local community partners will also be invited to  
28

## Exhibit A

1 participate in these Confia events such as partners that have education resources, banking, and  
2 first-time homebuying among others.

3 Program partners will establish client and case management processes, including:

- 4 i) Pre-screen: screen client for services and links to client partner
- 5 ii) Intake interview: conducted in a confidential, cultural manner that emphasizes  
6 the importance of relationship and trust building with the client and family. This  
7 program will capture demographic information, affirms consent to help, and  
8 ascertains the authorization/waiver of confidentiality,
- 9 iii) Assessment: identifies needs and creates an individual plan to access services
- 10 iv) Linkage: partner completes a referral form for internal/external service, connects  
11 with provider to make them aware of service, and sets up appointment  
12 conducting a “warm hand-off” approach.

13 To ensure the sustainability of this program, the following strategy will be implemented:

14 End of Year 1

15 Evaluation: FAHF will evaluate the program after the first year of completion and review  
16 client surveys to measure the effectiveness of the program and ensure relevant services are  
17 being offered.

18 Consultation: FAHF will identify program participants from each of the proposed  
19 activities to assess their experience, obtain their feedback, and utilize the learnings to improve  
20 the program.

21 Year 2

22 Planning: FAHF will make the necessary modifications to the program and set new goals  
23 and objectives for execution.

24 End of Year 2

25 Sustainability: FAHF will identify new sources of funding through government, corporate,  
26 foundation, and private sources to sustain the program. In addition, FAHF, CLFA, and FRWDB,  
27 will leverage its existing partners and sponsors to also contribute to the program's sustainability.

28 Year 3



## Exhibit A

1 Implementation: conduct program activities, collect data, and measure progress

2 Long-term goals include establishing a formal FIIP including additional local immigrant-  
3 serving organizations, establishing hubs in rural areas for faster access to FIIP services, and  
4 increasing the integration of immigrants in the San Joaquin Valley 8-county region.

5 FAHF

6 New Hire, Program Manager (1.0 FTE): the Program Manager will coordinate and  
7 manage the Confia Rural program events with partner organizations, conduct outreach, and  
8 provide one-on-one technical assistance to small businesses and individuals interested in  
9 starting a business. This position will also coordinate and implement business development  
10 workshop trainings, work with partner organizations and ensure the referral process is efficient  
11 and effective.

12 CLFA

13 New Hire (1.0 FTE), Case Manager: The Case Manager will be bilingual, bi-cultural, and  
14 knowledgeable of community resources. They will provide linkages and provision of services to  
15 clients, guide, assist, and support immigrant residents with social service access following  
16 CLFA's established client and case management processes.

17 Through this partnership, it is expected that 360 individuals will be reached in the two-  
18 year program through FAHF's Confia Rural Program (300) and the referral program through  
19 each organization's day-to-day operations (60).

20 Each partner of FIIP has existing policies and procedures to protect clients' confidential  
21 information. FAHF will ensure procedures are enforced in terms of keeping all confidential  
22 information in secured, locked spaces, encrypt any electronic correspondence of confidential  
23 information, and have usernames and passwords with multi-factor authentication for databases  
24 used to keep track of client data (such as Salesforce).

25 ///

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27 ///

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## Exhibit A

### Implementation Plan

GOALS/OBJECTIVES	MONTH/YEAR TO BE COMPLETED (E.G., 08/2023)
<b>Service Term (Include service term):</b>	
1) GOAL: Increase economic development in rural communities	
Objective 1: Provide one-on-one technical assistance to 90 immigrant individuals	Aug-25
Objective 2: Assist 5 small businesses expand and 10 small businesses start	Aug-25
2) GOAL: Increase access to resources within immigrant community	
Objective 1: Organize and schedule Confia Rural events	Dec-25
Objective 2: Host 3 Confia events in 3 rural communities	Dec-24
Objective 3: Host 3 Confia events in 3 rural communities	Aug-25
3) GOAL: Provide system navigation to target populations to receive government related services.	
Objective 1: Implement linguistically appropriate intake/assessments to a minimum of 60 unduplicated clients per year.	Aug-25
Objective 2: Provide system navigation for government services such as public benefits, vital documents (i.e., IDs, birth certificate, SS card), appointment accompaniment, translation services and others.	Aug-25
Objective 3: Conduct follow up and case management for a minimum of 60 unduplicated clients per year to ensure service need(s) are received and met.	Aug-25
4) GOAL: Track services and outcomes to demonstrate program success and accomplishments.	Aug-25
Objective 1: Follow CLFA's established internal tracking and case management system capturing demographic information, services rendered, and outcomes through logs, case notes, and assessments.	Aug-25
Objective 2: Conduct follow-ups on linkages to ensure services were received and needs are met. Follow ups will be made with client and provider.	Aug-25
Objective 3: Submit timely reports in conjunction with partners and funder.	Aug-25
5) GOAL: Link target populations to culturally sensitive and linguistically appropriate mental health services and other community resources that will meet their area(s) of need.	Aug-25

## Exhibit A

1	Objective 1:	Conduct linkage services for a minimum of 80% of clients served.	Aug-25
2			
3	Objective 2:	Provide an overview of available community resources such as mental health, peer-to-peer support, health literacy, parent education, victim services, immigration, and others.	Aug-25
4			
5	Objective 3:	Mitigate barriers and challenges by connecting with community resource providers to set up appointments for clients and provide appointment accompaniment and transportation as needed.	Aug-25
6			
7			
8	6) GOAL:	Enhance career readiness and job preparation skills among immigrant individuals.	Aug-25
9			
10	Objective 1:	Offer orientations in the participants preferred language. Orientations can be provided on site or via online making orientation accessible and equitable for individuals.	Aug-25
11			
12	Objective 2:	Provide career readiness training workshops focused on job readiness, soft skills, job preparation skills, effective communication, financial literacy, industry exploration and digital literacy.	Aug-25
13			
14	Objective 3:	Measure the effectiveness of the workshops by tracking the number of participants who successfully complete the training and demonstrate improved job readiness skills.	Aug-25
15			
16			
17	7) GOAL:	Facilitate Job placement and career advancement opportunities for individuals.	Aug-25
18			
19	Objective 1:	Assist individuals with job searching techniques and strategies tailored to their specific needs and qualifications.	Aug-25
20			
21	Objective 2:	Offer personalized career counseling sessions to help individuals identify their career goals and develop action plans for achieving them.	Aug-25
22			
23	Objective 3:	Conduct skills assessments to match individuals with suitable job opportunities and provide support in the job application process.	Aug-25
24			
25	8) GOAL:	Foster long-term career stability and growth for individuals.	Aug-25
26			
27	Objective 1:	Provide ongoing support and case management to individuals to ensure successful integration into the workforce.	Aug-25
28			

## Exhibit A

Objective 2:	Offer additional training and upskilling opportunities to help individuals advance in their careers and access higher-paying positions.	Aug-25
Objective 3:	Collaborate with local employers to create a supportive and inclusive work environment for employees.	Aug-25

///

### Program Development Costs

FAHF, Program Manager, New Hire (1.0 FTE): Coordinating Confia Rural events with partners, provide one-on-one technical assistance to small businesses and individuals interested in starting/expanding a business, coordinate and implement business development workshop trainings, work with partner organizations and ensure the referral process is efficient and effective, and ensure reports and financials and in compliance

Year 1: Annual salary \$75,000 + benefits \$22,500= \$97,500 at 100% = \$97,500

Year 2: Annual salary \$78,000 + benefits \$23,400= \$101,400 at 100% = \$101,400

CLFA, Case Manager, New Hire (1.0 FTE), Program Navigator: to be hired will be bilingual, bicultural, and knowledgeable of community resources. They will guide, assist, and support immigrant residents with social service access following CLFA's established client and case management processes.

Linkages and provision of services to clients

Year 1 1950 hrs. x \$22.50; \$43,875 at 100% = \$43,875 + benefits \$10,968.75 = \$54,843.75

Year 2 1950 hrs. x \$23.50; 45,825 at 100% = \$45,825 + benefits \$11,456.25 = \$57,281.25

### DESCRIPTION OF OTHER COSTS

County of Fresno, provide overall program oversight

\$6,000 total

FAHF Confia Rural Program Marketing (flyers, outreach, etc.)

Year 1: \$2,100

## Exhibit A

1 Year 2: \$2,100

2 Marketing campaign resources to promote the program in addition to Facebook ads

3 Facebook ads:  $6 \times \$100/\text{event} = \$600$

4 Flyers:  $\$250 \times 6 = \$1,500$

5

6 FAHF Travel to Rural Cities

7 Year 1 \$2,358

8 Year 2 \$2,358

9 Travel to 3 rural communities per year to conduct Confia Rural event and follow up one-on-one,

10 average of 12 visits (3-4 times per month) per community for Confia event and one-on-one

11 technical assistance, average of 100 miles round trip at \$.655/mile

12  $100 \times \$.655 = \$65.50 \times 12 = \$786 \times 3 = \$2,358$

13

14 FAHF Equipment (laptop) for Program Manager

15 Year 1 \$1,250

16 Year 2 \$0

17 Laptop for new hire  $1 \times \$1250 \text{ each} = \$1,250$

18

19 FAHF Confia Rural Program Event expenses (facility rental, refreshments, catering)

20 Year 1 \$2,500

21 Year 2 \$2,500

22 During the resource events, Confia Rural, we will provide food and refreshments to

23 participants and also cover any facility rental fees if needed.

24 3 events/year with average of 50 attendees per event

25

26 FAHF Facilities

27 Year 1 \$5,011

28 Year 2 \$5,011

## Exhibit A

1 Facility usage for one-on-one technical assistance including space, utilities, janitorial, etc.

2 \$197,150 annual cost / 12,000 sq.ft. = \$16.43/sq.ft.

3 Program manager space usage 305sq.ft. X \$16.43 = \$5,011

4

5 CLFA Insurance

6 Year 1 \$419

7 Year 2 \$429

8 Insurance and workers Comp: General Liability 1% x \$20,000 annual premium= \$200 +

9 Workers' Comp: \$0.50 per \$100 of payroll (salaries/100 x .50 ) Year 1 = \$219 Year 2= 229

10

11 CLFA Communications

12 Year 1 \$3,000

13 Year 2 \$3,000

14 Communications: Cell phones, VOIP, DATA, landlines, computer/network support: Cell

15 phones: 1.0 FTE x \$50/mo. = \$600; Internet and Telephone Landlines x \$150 per month =

16 \$1,800; Computer/network support \$50 per month = \$600

17

18 CLFA Office Expense

19 Year 1 \$2,510

20 Year 2 \$1,810

21 Office Expenses: desktop supplies, postage, desk and chair for staff, printing/copying: Office

22 Supplies @ \$100 per month = \$1,200; Postage @ \$30 per month = \$360; in Yr 1 Desk and

23 Chair for Staff @\$700 per staff x 1 staff = \$700; Printing/Copying @1,500 copies per month =

24 \$250

25

26 CLFA Equipment

27 14

28 Year 1 \$2,638

## Exhibit A

1 Year 2 \$888

2 Equipment: Copier lease, Server maintenance, Laptop Setup for staff: Copier Lease 7% x  
3 1,000 month x 12 months = \$840; Server Maintenance 2% x 200 per month = \$48; Laptop  
4 setup for staff in Yr 1 @ \$1,750 x 1 FTE = \$1,750

5

6 CLFA Facilities

7 Year 1 \$5,430

8 Year 2 \$5,430

9 Facilities: Office Rent, Utilities, Janitorial: Office rent @ 250 Sqft x 1.25/sq.ft x 12 = \$3,750;  
10 Utilities \$2500 per month x 2% = \$600; Janitorial \$4,500 x 2% x 12 = \$1,080

11

12 CLFA Travel

13 Year 1 \$2,772

14 Year 2 \$2,772

15 Travel Cost: Mileage, EV charging, Vehicle Maintenance: Staff travel mileage 200 miles per  
16 mo. @\$.655 per mile. X 1 FTE= \$1,572; EV Charging @ \$50 per month= \$600; Vehicle  
17 Maintenance @ \$50 per month = \$600

18

19 CLFA Program Supplies

20 Year 1 \$2,400

21 Year 2 \$2,400

22 Program Supplies: Outreach materials (brochures, flyers, business cards, etc.) \$200 per  
23 month= \$2,400;

24

25 CLFA Fiscal and Audits

26 Year 1 \$1,400

27 Year 2 \$1,400

28 Fiscal and Audits: Financial Services @ 1% x \$10,000 per month X12 months = \$1,200;

## Exhibit A

1 Audit Services @1% x annual fee of \$20,000 = \$200  
2  
3 CLFA Staff Training  
4 Year 1 \$500  
5 Year 2 \$500  
6 Training for Staff @ \$500 times 1.0 FTE a year to include per diem and related costs  
7 (registration, hotel, travel incidentals)  
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## Exhibit B

### Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

#### Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction;  
and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

## Exhibit B

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	

# Exhibit C

## Insurance Requirements

### 1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.

### 2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th

## Exhibit C

Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
  - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
  - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
  - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer

## Exhibit C

to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.