

**A G R E E M E N T**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of September, 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Fresno Area Hispanic Foundation, a California non-profit corporation, whose address is 1444 Fulton Street, Fresno, CA 93721, hereinafter referred to as "CONTRACTOR".

**W I T N E S S E T H :**

WHEREAS, COUNTY is in need of small business financial relief as needed and has received funding from the Coronavirus Aid, Relief, and Economic Security (CARES) Act;

WHEREAS, CONTRACTOR is implementing a comprehensive plan to launch and administer a small business financial relief as needed, which may utilize CARES Act funding; and

WHEREAS, COUNTY desires to utilize CONTRACTOR'S comprehensive plan to launch and administer a small business financial relief program as needed as part of CARES Act funding received by the COUNTY, and CONTRACTOR desires to provide these services.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. **OBLIGATIONS OF THE CONTRACTOR:** CONTRACTOR will perform outreach, administer the small business financial relief application process to include recommendations to the County for funding allocations within the County of Fresno, excluding areas within the City of Fresno but including County islands within the City of Fresno, as set forth in Attachment A – Scope of Work, attached hereto and incorporated herein by this reference. The COUNTY shall make available no more than \$250,000 in COUNTY CARES Act funding to this small business grant program, which shall be distributed as follows: \$5,000 to approved and selected small businesses of ten or less employees within the County, excluding areas within the City of Fresno. CONTRACTOR shall submit documentation in accordance with CARES Act funding requirements prior to COUNTY's issuance of funds to the funding recipients.

**A. Application Process, Review, and Selection**

CONTRACTOR shall:

- 1) Accept applications as provided in Exhibit A – Small Business Grant Program Application;
- 2) Complete review of application and required documentation;
- 3) Note impacted supervisorial district of each selected application;
- 4) Select and notify qualified funding recipients that meet the criteria of the application; and
- 5) Provide the Auditor-Controller/Treasurer-Tax Collector of the COUNTY the applications of selected businesses, and all required documentation either through email, or access to the CONTRACTOR's tracking system in order for the COUNTY to disburse funds to the funding recipients and maintain records as required by the CARES Act.

2. OBLIGATIONS OF THE COUNTY

A. Application and Process Development and Issuance of Payments

- 1) COUNTY shall review and approve of CONTRACTOR's application and application process.
- 2) COUNTY shall verify the Supervisorial District of each submitted and accepted application.
- 3) COUNTY shall ensure completion of proper documentation required for receipt of CARES Act funds.
- 4) COUNTY shall issue payments to funding recipients after all required documentation has been received and verified as complete.

3. TERM

The term of this Agreement shall be for a period of four (4) months, commencing September 1, 2020 ("Effective Date"), through and including December 30, 2020.

4. TERMINATION

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds, by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

B. Breach of Contract - The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 1) An illegal or improper use of funds;
- 2) A failure to comply with any term of this Agreement;

1 3) A substantially incorrect or incomplete report submitted to the COUNTY;

2 4) Improperly performed service.

3 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach  
4 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such  
5 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.

6 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any  
7 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were  
8 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund  
9 any such funds upon demand.

10 C. Without Cause - Under circumstances other than those set forth above, this Agreement may be  
11 terminated by COUNTY upon the giving of thirty (30) days advance written notice of an intention to  
12 terminate to CONTRACTOR.

13 5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees  
14 to receive as compensation hereunder reimbursement for costs it incurs for services satisfactorily  
15 performed under this Agreement. Payment shall be made upon certification or other proof satisfactory to  
16 COUNTY that services have been performed by CONTRACTOR as specified in this Agreement. In no  
17 event shall services performed under this Agreement by CONTRACTOR be in excess of Twenty-Five  
18 Thousand and No/100 Dollars (\$25,000) during the term of this Agreement. It is understood that all  
19 expenses incidental to CONTRACTOR's performance of services under this Agreement shall be borne by  
20 CONTRACTOR.

21 CONTRACTOR on a monthly basis shall submit a detailed invoice on contractor letterhead, to include  
22 the following information: dates and hours of services provided, salaries of staff providing services, and  
23 related costs of staff providing services.. CONTRACTOR shall submit monthly invoices to the County of  
24 Fresno, County Administrative Office located at 2281 Tulare, Room 304, Fresno, CA 93721 or  
25 electronically to e-mail address sbuck@fresnocountyca.gov. Payments by COUNTY shall be in arrears for  
26 services provided during the preceding month, within forty-five (45) days from date of receipt, verification  
27 and approval of CONTRACTOR's invoice and supporting documentation by COUNTY. If CONTRACTOR  
28 should fail to comply with any provision of the Agreement, COUNTY shall be relieved of its obligations for

1 further compensation.

2 The remaining \$250,000 shall be distributed by the COUNTY as grants to small businesses that have  
3 complied with the necessary application criteria and have been approved and selected by the  
4 CONTRACTOR for funding. CONTRACTOR shall submit documentation in accordance with CARES Act  
5 funding requirements prior to issuance of funds to small businesses. In no event shall payments to  
6 approved and selected businesses under the small business grant program exceed Two Hundred Fifty  
7 Thousand and No/100 Dollars (\$250,000.00) during the term of this Agreement.

8 6. FUNDING: The parties understand that funding for this Agreement is provided by the Coronavirus Aid,  
9 Relief, and Economic Security (CARES) Act Funding (Pub. L. No. 116-136).

10 7. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations assumed by  
11 CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including  
12 any and all of the CONTRACTOR'S officers, agents, and employees will at all times be acting and  
13 performing as an independent contractor, and shall act in an independent capacity and not as an officer,  
14 agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY  
15 shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall  
16 perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as  
17 to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions  
18 thereof.

19 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and  
20 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

21 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to  
22 employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable  
23 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In  
24 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating  
25 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all  
26 other regulations governing such matters. It is acknowledged that during the term of this Agreement,  
27 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

28 8. MODIFICATION: Any matters of this Agreement may be modified from time to time by the written

1 consent of all the parties without, in any way, affecting the remainder.

2 9. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement nor their  
3 rights or duties under this Agreement without the prior written consent of the other party.

4 10. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S  
5 request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses  
6 (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to  
7 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents,  
8 or employees under this Agreement, and from any and all costs and expenses (including attorney's fees  
9 and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation  
10 who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its  
11 officers, agents, or employees under this Agreement.

12 11. INSURANCE

13 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties,  
14 CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies  
15 or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint  
16 Powers Agreement (JPA) throughout the term of the Agreement:

17 A. Commercial General Liability

18 Commercial General Liability Insurance with limits of not less than Two Million Dollars  
19 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This  
20 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
21 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
22 liability or any other liability insurance deemed necessary because of the nature of this contract.

23 B. Automobile Liability

24 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars  
25 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto  
26 used in connection with this Agreement.

27 C. Professional Liability

28 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in

1 providing services, Professional Liability Insurance with limits of not less than One Million Dollars  
2 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

3 D. Worker's Compensation

4 A policy of Worker's Compensation insurance as may be required by the California Labor Code.

5 E. Molestation

6 Sexual abuse / molestation liability insurance with limits of not less than One Million Dollars  
7 (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be  
8 issued on a per occurrence basis.

9 Additional Requirements Relating to Insurance

10 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming  
11 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional  
12 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for  
13 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained  
14 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance  
15 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without  
16 a minimum of thirty (30) days advance written notice given to COUNTY.

17 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and  
18 employees any amounts paid by the policy of worker's compensation insurance required by this  
19 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be  
20 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under  
21 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

22 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,  
23 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the  
24 foregoing policies, as required herein, to the County of Fresno, Samantha Buck, Fresno County  
25 Administrative Office, 2281 Tulare, Room 304, Fresno, CA 93721, stating that such insurance coverage  
26 have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will  
27 not be responsible for any premiums on the policies; that for such worker's compensation insurance the  
28 CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and employees any

1 amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such  
2 Commercial General Liability insurance names the County of Fresno, its officers, agents and employees,  
3 individually and collectively, as additional insured, but only insofar as the operations under this Agreement  
4 are concerned; that such coverage for additional insured shall apply as primary insurance and any other  
5 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess  
6 only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this  
7 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice  
8 given to COUNTY.

9 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein  
10 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this  
11 Agreement upon the occurrence of such event.

12 All policies shall be issued by admitted insurers licensed to do business in the State of California,  
13 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A  
14 FSC VII or better.

15 12. REPORTS, AUDITS, AND INSPECTIONS: The CONTRACTOR shall be solely responsible for  
16 complying with reporting and audits in compliance with the CARES Act guidelines. The CONTRACTOR  
17 shall at any time during business hours, and as often as the COUNTY may deem necessary, make  
18 available and give the COUNTY access to CONTRACTOR'S Program files for examination of all of its  
19 records, data, and computer or other electronic records with respect to the matters covered by this  
20 Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and  
21 inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of  
22 this Agreement.

23 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the  
24 examination and audit of the Auditor General for a period of three (3) years after final payment under  
25 contract (Government Code Section 8546.7).

26 13. SINGLE AUDIT CLAUSE:

27 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more in  
28 Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an annual audit in

1 accordance with the requirements of the Single Audit Standards as set forth in Office of Management  
2 and Budget (OMB) Title 2 of the code of Federal Regulations Part 200. CONTRACTOR shall submit  
3 said audit and management letter to COUNTY. The Audit must include a statement of findings or a  
4 statement that there were no findings. If there were negative findings, CONTRACTOR must include a  
5 corrective action plan signed by an authorized individual. CONTRACTOR agrees to take action to  
6 correct any material non-compliance or weakness found as a result of such audit. Such audit shall be  
7 delivered to COUNTY's CAO for review within nine (9) months of the end of any fiscal year in which  
8 funds were expended and/or received for the program. Failure to perform the requisite audit functions  
9 as required by this Agreement may result in COUNTY performing the necessary audit tasks, or at  
10 COUNTY's option, contracting with a public accountant to perform said audit, or, may result in the  
11 inability of COUNTY to enter into future agreements with CONTRACTOR. All audit costs related to this  
12 Agreement are the sole responsibility of CONTRACTOR.

13 B. A single audit report is not applicable if all CONTRACTOR's Federal contracts do not exceed the  
14 Seven Hundred Fifty Thousand Dollars (\$750,000) requirement or CONTRACTOR's funding is through  
15 Drug related Medi-Cal.

16 14. NON-DISCRIMINATION:

17 During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against  
18 any employee or applicant for employment, or recipient of services, because of race, religious creed,  
19 color, national origin, ancestry, physical disability, mental disability, medical condition, genetic  
20 information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation,  
21 military status or veteran status pursuant to all applicable State of California and Federal statutes and  
22 regulations.

23 15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY  
24 EXCLUSION – LOWER TIER COVERED TRANSACTIONS:

25 A. COUNTY and CONTRACTOR recognize that CONTRACTOR is a recipient of Federal funds  
26 under the terms of this Agreement. By signing this Agreement, CONTRACTOR agrees to comply with  
27 applicable Federal suspension and debarment regulations, including but not limited to 7 CFR 3016.35,  
28 29 CFR 97.35, 45 CFR 92.35, and Executive Order 12549. By signing this Agreement, CONTRACTOR



1 attests to the best of its knowledge and belief, that it and its principals:

2 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or  
3 voluntarily excluded by any Federal department or agency; and

4 2. Shall not knowingly enter into any covered transaction with an entity or person who is  
5 proposed for debarment under Federal regulations, debarred, suspended, declared ineligible, or  
6 voluntarily excluded from participation in such transaction.

7 B. CONTRACTOR shall provide immediate written notice to COUNTY if at any time during the term  
8 of this Agreement CONTRACTOR learns that the representations it makes above were erroneous when  
9 made or have become erroneous by reason of changed circumstances.

10 C. CONTRACTOR shall include a clause titled "Certification Regarding Debarment, Suspension,  
11 Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions and similar in nature to this  
12 paragraph in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

13 D. CONTRACTOR shall, prior to soliciting or purchasing goods and services in excess of \$25,000  
14 funded by this Agreement, review and retain the proposed vendor's suspension and debarment status at  
15 <https://sam.gov/SAM/>.

16 16. CONFLICT OF INTEREST: No officer, employee or agent of the COUNTY who exercises any  
17 function or responsibility for planning and carrying out of the services provided under this Agreement  
18 shall have any direct or indirect personal financial interest in this Agreement. In addition, no employee  
19 of the COUNTY shall be employed by the CONTRACTOR under this Agreement to fulfill any contractual  
20 obligations with the COUNTY. COUNTY and CONTRACTOR shall comply with all Federal, State of  
21 California and local conflict of interest laws, statues and regulations, which shall be applicable to all  
22 parties and beneficiaries under this Agreement and any officer, employee or agent of the COUNTY.

23 17. LOBBYING ACTIVITY: None of the funds provided under this Agreement shall be used for  
24 publicity, lobbying or propaganda purposes designed to support or defeat legislation pending in the  
25 Congress of the United States of America or the Legislature of the State of California.

26 18. NOTICES: The persons and their addresses having authority to give and receive notices under this  
27 Agreement include the following:

28

1                    COUNTY  
2                    COUNTY OF FRESNO  
3                    County Administrative Officer  
                     2281 Tulare Street, Room 304  
                     Fresno, CA 93721

CONTRACTOR  
                     Fresno Area Hispanic Foundation  
                     Dora Westerlund, CEO & President  
                     1444 Fulton Street  
                     Fresno, CA 93721

4                    All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement  
5                    must be in writing and delivered either by personal service, by first-class United States mail, by an overnight  
6                    commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service  
7                    is effective upon service to the recipient. A notice delivered by first-class United States mail is effective  
8                    three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the  
9                    recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business  
10                   day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery  
11                   instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic  
12                   facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed  
13                   outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next  
14                   beginning of a COUNTY business day), provided that the sender maintains a machine record of the  
15                   completed transmission. For all claims arising out of or related to this Agreement, nothing in this section  
16                   establishes, waives, or modifies any claims presentation requirements or procedures provided by law,  
17                   including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,  
18                   beginning with section 810).

19                   19. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall only be in  
20                   Fresno County, California.

21                   The rights and obligations of the parties and all interpretation and performance of this Agreement shall  
22                   be governed in all respects by the laws of the State of California.

23                   20. DISCLOSURE OF SELF-DEALING TRANSACTIONS

24                   This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit or  
25                   non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status to  
26                   operate as a corporation.

27                   Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that  
28

1 they are a party to while CONTRACTOR is providing goods or performing services under this  
2 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party  
3 and in which one or more of its directors has a material financial interest. Members of the Board of  
4 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a  
5 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit B and incorporated herein by  
6 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or  
7 immediately thereafter.

8 **21. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the  
9 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous  
10 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and  
11 understanding of any nature whatsoever unless expressly included in this Agreement. In the event there is  
12 any inconsistency among this Agreement's documents, the inconsistency shall be resolved by giving  
13 precedence in the following order of priority: (1) to this Agreement, including Exhibits A and B; and (2) to  
14 Attachment A.

15 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first  
16 hereinabove written.

18 **CONTRACTOR**

19   
20 \_\_\_\_\_  
(Authorized Signature)

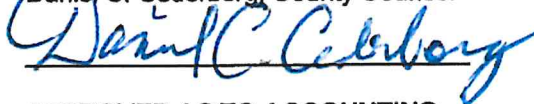
21 \_\_\_\_\_  
22 Fresno Area Hispanic Foundation  
23 Dora Westerlund, CEO & President  
1444 Fulton Street  
Fresno, CA 93721

24  
25 **FOR ACCOUNTY USE ONLY:**  
26 Fund: 0001  
27 Subclass: 10000  
28 Org: 3663  
Account: 7295

**COUNTY OF FRESNO**

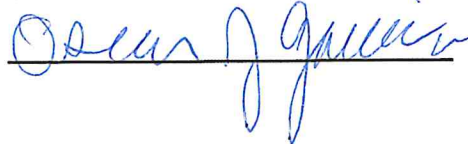
  
\_\_\_\_\_  
Jean M. Rousseau, County Administrative  
Officer

**APPROVED AS TO LEGAL FORM:**  
Daniel C. Cederborg, County Counsel

  
\_\_\_\_\_

**APPROVED AS TO ACCOUNTING  
FORM:**

Oscar Garcia, C.P.A., Auditor-Controller/  
Treasurer-Tax Collector

  
\_\_\_\_\_

SMALL BUSINESSES GRANT PROGRAM  
Proposal for the County of Fresno

**SCOPE OF WORK**

**BACKGROUND**

The Fresno Area Hispanic Foundation (FAHF) is a 501(c) (3) nonprofit organization with a mission to promote education and self-sufficiency through economic development that strengthens our community. Since 2004, FAHF has been committed to fostering entrepreneurship as a means towards economic self-sufficiency and empowering women entrepreneurs to succeed in the Central San Joaquin Valley. It currently administers two federally funded microloan programs in Fresno County offering financing and technical assistance to low-income and underserved micro- and small businesses. FAHF's Loan Committee is comprised of six (6) experienced bankers representing major global, national and regional financial institutions such as Bank of the West, United Security Bank, Tri Counties Bank, Self-Help Credit Union, Fresno First Bank, and Union Bank. It also owns and operates the Downtown Business Hub, a business incubator program located in downtown Fresno that has generated over \$3 million of private investment into the local economy. FAHF has a proven track record of providing technical assistance to over 8,000 startup and existing businesses, including its Womanpreneur and Latinpreneur programs which have been able to assist women entrepreneurs throughout the eight county region. In addition, FAHF has been able to help businesses access over to \$8 million in financing that resulted in the creation and/or retention of 12,000+ jobs.

**STATEMENT OF NEED**

As a result of COVID-19, small businesses have been economically impacted the hardest. Many have closed temporarily – or permanently – due to the inability to generate sales.

While some federal relief fund options (CARES Act) have been useful for established businesses, many small businesses in the County of Fresno have not been able to access these funds due to the lack of education, knowledge, and adequate preparation. Many simply do not know the first step to apply. It also concerns our organization that many small businesses are being offered high-cost loans from unscrupulous companies. This debt will further deteriorate our business community.

Small businesses are struggling to make ends meet. We want to be the bridge to help them access grant funds to navigate operations through the rest of the year. Although some small businesses are re-opening, they are unable to operate at full capacity due to new regulations from the state and county.

For many small businesses in our region, especially Hispanic businesses, the hope to continue is disappearing. The shuttering of these small firms means that thousands of jobs will also disappear so we must act now. More than ever before, small

entrepreneurs, who have started a business with all of their personal savings and efforts, need our help to mitigate lost income and continue providing benefit to their communities.

**SMALL BUSINESS GRANT PROGRAM PROPOSAL**

The FAHF proposes to administer Fresno County’s Small Business Grant Program making recommendations to the County of grant awards of \$5,000 to small businesses with 10 or less full time employees, throughout Fresno County. The operations of this program will prioritize underserved, minority businesses that have not been able to access any federal funding (such as the Paycheck Protection Program (PPP)), and are in desperate need of capital. FAHF will provide them with personalized, one-on-one assistance through the process of submitting the grant application.

**OBJECTIVE**

The objective of the County of Fresno’s Small Business Grant Program is to serve as the bridge for small businesses to access grant funds and navigate operations through the rest of the year. Although some small businesses are re-opening, they are unable to operate at full capacity due to new regulations from the state and county due to the COVID-19 pandemic.

**OUTCOMES**

The primary outcomes of the County of Fresno’s Small Business Grant Program are business and job retention. FAHF will effectively and efficiently disburse grants to small businesses, according to the grant guidelines (County of Fresno), targeted to but not limited to minority-owned and women-owned businesses.

Grant funds will be disbursed to businesses that have not received a PPP Loan, EIDL Loan or other CARES Act relief funding, including a County of Fresno grant.

**TENTATIVE TIMELINE OF ACTIVITIES** (subject to change according to grant terms and conditions set by the County of Fresno)

ACTIVITY	
Program Marketing / Outreach to Businesses <ul style="list-style-type: none"> <li>• Digital, television, print media, and radio marketing campaign will begin</li> <li>• Direct outreach to small businesses will begin</li> </ul>	
Open Grant Application Cycle <ul style="list-style-type: none"> <li>• Provide One-on-One Assistance to Submit Application</li> <li>• Continue program marketing and outreach efforts</li> </ul>	
Application Review <ul style="list-style-type: none"> <li>• Select Eligible Applications</li> <li>• Randomly Select Recipients for each corresponding district</li> </ul>	

<p>Grant Agreements/Disbursements</p> <ul style="list-style-type: none"> <li>• Provide one-on-one Assistance in Gathering Required Documentation from Selected Businesses</li> <li>• Disburse Grant Funds</li> </ul>	
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The grant application will be provided in English and Spanish. FAHF team members will provide guidance and hands-on assistance to small businesses, virtually, for the safety of all parties involved.

In partnership with The Hidden Wealth Foundation and California Hmong Chamber of Commerce, team members will provide assistance in English, Spanish, Punjabi and Hmong. An online platform will be used to securely upload all confidential documentation and will store the information for any future audits. In previous experience, we have found that small business entrepreneurs are technology challenged and do not have experience in uploading electronic documents, making it one of the reasons why they do not apply for such funding. FAHF will be hands-on in assisting businesses submit the grant application.

**MARKETING**

Women-owned business is the fastest growing segment of the nation’s economy, and there is no difference in our community. The primary target will be women entrepreneurs and minority-owned small businesses, including but not limited to businesses in the Hispanic, Punjabi, African American, Hmong among other minority communities that have not been able to access any relief funds.

Through a digital marketing campaign, television commercials, printed media ads, radio ads, and direct door-to-door outreach, in partnership with local minority serving non-profit organizations, we will promote the program within the County of Fresno in English, Spanish, Hmong, and Punjabi. FAHF will also keep businesses informed with up-to-date State and County safety measures to operate their businesses safely. Our partners will help us in promoting in Punjabi and Hmong. Additionally, FAHF will reach out to other current partnerships to promote the program which includes chambers of commerce, economic development organizations (government and non-profit organizations). During FAHF’s weekly webinar sessions, we will also promote the program with all webinar participants.

Television marketing will be done through local television networks like KSEE 24, ABC 30, FOX 26, CBS 47, Telemundo, and Univision 21, which is the leading television network for the Hispanic community in the Central Valley.

Additionally, through our partnership with the Mexican Consulate of Fresno, we will conduct radio interviews to promote the program in addition to sharing information about it during live, co-hosted virtual events.

**PROGRAM STAFFING**

The staff of the Fresno Area Hispanic Foundation (FAHF) has over thirty (30) years of combined experience in the microenterprise development arena. FAHF began its direct loan program in the beginning of 2015; however, it has provided technical assistance to low-income entrepreneurs since 2004. Much of its microenterprise development activities revolved around marketing/outreach and the provision of technical assistance (TA) to Hispanic/Latino and other limited resource entrepreneurs throughout the San Joaquin Valley. FAHF has partnered with local CDFIs such as Access Plus Capital (formerly Fresno CDFI), Valley Small Business Development Corporation and Opportunity Fund, to bring together entrepreneurs and the resources (TA and loan capital) they need for the startup, strengthening and/or expansion of their businesses.

FAHF currently has seven (7) team members, including a consultant with over 20 years' experience in small business financing, and an AmeriCorps VIP team member. FAHF will assign 3 team members to be fully dedicated to support the program and will seek 2 additional supporting team members. All team members are bi-lingual (in Spanish, English, and/or Hmong) and have the capacity to provide technical assistance with the grant application. The FAHF team will be available to answer calls during business hours and guide entrepreneurs step-by-step, through the application process. These ongoing activities will contribute to the success of the County of Fresno's Small Business Grant Program.

Additionally, FAHF staff will be responsible for ensuring that all goals of the project are met and reporting is provided in accordance with the terms and conditions as required by the County of Fresno.

Current FAHF team members:

<b>Name</b>	<b>Title</b>
AmeriCorps VIP	Small Business Assistant
Blong Lee	Loan Program Consultant
David Preciado	Small Business Advisor
Dora Westerlund	Chief Executive Officer
Sandra Vidrio	Business Development Officer
Yurubi Ramirez	Office Manager/Small Business Assistant
Yery Olivares	Chief Operating Officer

### **ORGANIZATIONAL CAPACITY**

For over 10 years, the FAHF has administered federally funded programs. In 2009, FAHF was awarded a \$1.7 million grant from the U.S. Dep. of Commerce, Economic Development Administration (EDA), to establish its Downtown Business Hub incubator, a program for 15 years. With approximately 4 years left of this grant, FAHF has been in compliance with all reporting requirements and financial management policies and

procedures. As a result of a positive relationship EDA, in 2015, FAHF received a \$370,836 revolving loan fund to administer and use for lending to small businesses in the City of Coalinga. Additionally, in 2017, FAHF was awarded \$125,000 grant from the U.S. Department of Treasury, CDFI Fund, to provide technical assistance to underserved entrepreneurs seeking financing capital. FAHF has complied with all administration and reporting requirements and has since, received an additional award in early 2020. Most recently, FAHF has been awarded a \$500,000 loan fund from the U.S. Department of Agriculture to use for lending purposes for low-income entrepreneurs in rural communities of the Central Valley. Prior year and current federal grants have provided FAHF staff with the experience to manage and administer federal funds and execute according to grant terms and conditions.

**PROPOSED BUDGET**

<b>GRANTS</b>	
<b>ADMINISTRATIVE COSTS</b>	
<b>TOTAL BUDGET</b>	<b>\$ 250,000</b>

**ADMINISTRATION**

1. Maintain all documents and records in a safe and secure facility.
2. Prepare required reports, correctly, and within required time limits.
3. Work cooperatively with the County of Fresno to develop modifications to the Program if needed due to changes in laws, regulations, or changes that will make administration of the program more effective. This shall also include making recommendations to the County, and responding to questions from the County.
4. Operate the Program in accordance with generally accepted accounting principles.
5. Verify that each application is complete, and meets the County’s threshold eligibility requirements, making a recommendation for County to issue payment of grants to small businesses. The County may revise the requirements with notice to Fresno Area Hispanic Foundation, and may evaluate applications to determine eligibility under the Program Requirements as set forth in this Attachment A.
6. Grants shall be awarded to qualified applicants on a lottery basis, are limited to \$5,000 per business, and shall begin approximately mid-September 2020.
7. Create and implement application process to include, without limitation, providing applicants an information checklist with specific Program Requirements.
8. Report the final distribution of grants to the County, to include the total number of applications with a copy of applications with the final grant distribution for each Recipient.
9. Maintain records of applications and grants distributed and ensure that all distributions follow CARES expenditure guidelines.



# Fresno County Small Business Grant Program

The County of Fresno, in partnership with the Fresno Area Hispanic Foundation, is providing \$250,000 in grants to small businesses in Fresno County that have been affected by the COVID-19 pandemic. Grants in the amount of \$5,000 will be distributed throughout the 5 districts of Fresno County (including unincorporated areas). The City of Fresno is not included in this grant program; if your business is within the City of Fresno, please visit this site to apply for another grant opportunity [www.fresnoahf.org](http://www.fresnoahf.org) or call 559-222-8705.

## PROGRAM GUIDELINES

1. Grant funds will be equitably distributed by County Districts
2. Grants must be limited to one (1) grant per business entity
3. Grant funds are to be used for working capital (rent, payroll, utilities, or other fixed operating expenses)

## ELIGIBILITY

Businesses must meet all of the following criteria:

1. Business must be for-profit, physically located and operating in Fresno County (including unincorporated areas)
2. Business must have 10 or less full-time equivalent employees (as of March 15, 2020, prior to COVID-19)
3. Business must be operating for at least 2 full years prior to March 15, 2020
4. Business must demonstrate it has been impacted by COVID-19
5. Business cannot have been approved or received disaster relief funding such as Paycheck Protection Program, SBA Economic Injury Disaster Relief Loan, City of Fresno Save Our Small Business Loan to Grant, or County of Fresno HUB Grant
6. Business cannot have any outstanding local, state, federal tax liens or judgement (if so, must have a payment plan)
7. Cannot have a bankruptcy within the last 3 years (if so, bankruptcy must be related to COVID-19)

**BUSINESSES MUST MEET ALL OF THE ELIGIBILITY CRITERIA, OTHERWISE WILL BE DEEMED INELIGIBLE TO APPLY**

During the process of filling out your application, if you have any questions, please do not hesitate to contact us at 559-222-8705

APPLICATION DEADLINE: September 29, 2020 11:59 p.m.

**\* Required**

1. Email address \*

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2. Please select all that apply to verify eligibility \*

*Check all that apply.*

- I have a for-profit business physically located in Fresno County (outside the City of Fresno limits)
- I have 10 or less full-time equivalent employees
- I have been in business for two full years
- I have not been approved for or received any disaster relief funding
- I have been affected by COVID-19
- I have not filed for bankruptcy within the last 3 years (if I have, it is related to COVID)
- I have no outstanding local, state, federal tax liens or judgments (If I do, I have a payment plan)

### Business Information

3. Business Legal Name \*

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4. Business Tax ID# \*

---

5. Business Street Address \*

---

6. Business City \*

---

7. Business Zip Code \*

---

8. Business Phone \*

---

9. Business Structure \*

*Mark only one oval.*

- Sole Proprietor
- Corporation
- Partnership
- Limited Liability Company

10. 2019 Annual Gross Sales \*

---

11. Number of Full-Time Equivalent Employees as of March 15, 2020. (Employee working 40 hours per week equals 1.0 FTE; Employee working 20 hours per week equals .5 PTE) \*

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12. Year Business was Established in Fresno County \*

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## 13. Business Industry \*

*Mark only one oval.*

- Beauty Salon/Barber
- Construction
- Entertainment
- Health and Wellness
- Manufacturing
- Restaurant/Food Vendor
- Retail
- Service
- Transportation
- Other: \_\_\_\_\_

**Fresno County District**

Click on the following link to find your District: <https://voterlookup.co.fresno.ca.us/addresslookup.aspx>  
Follow the steps to enter your address and select your "Supervisorial Distric" in the question below.

## 14. Business County Supervisor District

*Mark only one oval.*

- District 1
- Distrcit 2
- District 3
- District 4
- District 5

**Owner Information**

15. How many legal business owners? \*

*Mark only one oval.*

1

2

3

4 or more

16. Primary Owner Name \*

---

17. Primary Owner SSN/ITIN \*

---

18. Primary Owner Date of Birth \*

---

*Example: January 7, 2019*

19. Primary Owner Street Address \*

---

20. Primary Owner City \*

---

21. Primary Owner Zip \*

---

22. Primary Owner Email \*

---

23. Primary Owner Gender \*

*Mark only one oval.*

Female

Male

24. Primary Owner Ethnicity \*

*Mark only one oval.*

American Indian/Alaska Native

Asian

Black or African American

Hispanic/Latino

Native Hawaiian or Other Pacific Islander

Two or More Races

White

25. Secondary Owner Name

---

26. Secondary Owner SSN/ITIN

---

27. Secondary Owner Date of Birth

---

*Example: January 7, 2019*

28. Secondary Owner Street Address

---

29. Secondary Owner Zip

---

30. Secondary Owner City

---

31. Secondary Owner Email

---

32. Secondary Owner Gender

*Mark only one oval.*

Female

Male

33. Secondary Owner Ethnicity

*Mark only one oval.*

- American Indian/Alaska Native
- Asian
- Black or African American
- Hispanic/Latino
- Native Hawaiian or Other Pacific Islander
- Two or More Races
- White

Other Information

34. USE OF FUNDS Funds must be used by Dec. 30, 2020. Please indicate how you will use the \$5,000 funds and how much for each category: Rent, Payroll, Utilities, or Other Fixed Operating Expenses \*

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35. I would like to receive assistance for my business in (mark all that apply): \*

*Check all that apply.*

- Finances
- Human Resources/Staffing
- Legal
- Management
- Marketing
- Personal Protective Equipment
- COVID-19 Regulations
- I don't need assistance at the moment

Other:  \_\_\_\_\_

36. How did you hear about this grant opportunity? \*

*Check all that apply.*

- Social Media
- Word of Mouth (family/friend)
- Television/Radio
- Website
- Non-profit Organization

Other:  \_\_\_\_\_

## Grant Documentation

If selected, please be prepared to provide the following documentation:

1. Either a Business License OR Fictitious Business Name Statement OR Seller's Permit OR Tax Returns reflecting a date prior to March 15, 2018
2. W9 Form
3. 590 Form

Applicant  
Declaration

To the best of my knowledge and belief, I certify the information in this application is correct and complete.

I authorize the FRESNO AREA HISPANIC FOUNDATION to make inquiries as necessary to verify the accuracy of the statements made and to determine my creditworthiness.

I authorize FRESNO AREA HISPANIC FOUNDATION to request and obtain additional information pertaining to how the Grant funds were used to benefit the business six (6) months from the date of receipt.

I hereby grant permission to FRESNO AREA HISPANIC FOUNDATION, its programs, and partners the right to use my name, business name, location, photograph, video, audio, and/or written testimonials.

I understand that the media will be utilized in FRESNO AREA HISPANIC FOUNDATION's marketing and promotional items, included but not limited to its web site, newsletter, press releases, social media, and other mediums of communication.

I understand that FRESNO AREA HISPANIC FOUNDATION and partners have the right to edit, duplicate and disseminate these materials. I waive the rights to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the media materials (stories, accounts, reflections, etc.).

I declare under penalty of perjury, that the foregoing is true and correct.

37. Applicant Signature \*

\_\_\_\_\_

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## SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "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:

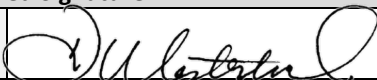
*"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"*

The definition above will be utilized 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.
- (5) 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>	Dora Westerlund	<b>Date:</b>	09/01/2020
<b>Job Title:</b>	CEO		
<b>(2) Company/Agency Name and Address:</b>			
Fresno Area Hispanic Foundation 1444 Fulton Street Fresno, CA 93721			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):</b>			
Not Applicable			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):</b>			
Not Applicable			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	09/01/2020