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**CITY OF SAN DIEGO  
CARES ACT CORONAVIRUS RELIEF FUND  
SPECIALIZED SMALL AND DISADVANTAGED BUSINESS OUTREACH AND  
TECHNICAL ASSISTANCE AGREEMENT**

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**AGREEMENT**

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This Specialized Small and Disadvantaged Business Outreach and Technical Assistance Agreement ("Agreement") is entered into between the City of San Diego, a municipal corporation ("City"), and the Asian Business Association Foundation, a California nonprofit corporation (the "Contractor" or "Program Administrator"), effective as of September 11<sup>th</sup>, 2020.

**RECITALS**

WHEREAS, health and governmental authorities around the globe are responding to a large-scale pandemic due to the outbreak of a respiratory disease caused by a novel coronavirus named "SARS-CoV-2," and the disease it causes has been named "coronavirus disease 2019," abbreviated COVID-19; and

WHEREAS, states and local governments across the United States, including the State of California, have issued stay-at-home orders to prevent the spread of the highly contagious and deadly COVID-19, resulting in massive and largely unprecedented disruptions in the economy, including record levels of unemployment and loss of compensable work hours or wages by numerous San Diego residents, and sharply limiting the ability of businesses to provide, and customers to purchase, goods and services; and

WHEREAS, it is in the public interest to provide economic support that addresses the continued and serious negative impacts of the COVID-19 emergency on the local economy, including promotion of a stable business market to which business owners and employees can return once the COVID-19 emergency is abated; and

WHEREAS, the City recognizes that San Diego County Data on positive COVID-19 cases, unemployment statistics, and other economic-based metrics demonstrates that there are historically disadvantaged communities and businesses that have been disproportionately impacted by the pandemic, with higher than average unemployment rates and positive cases of COVID-19; and

WHEREAS, it is in the public interest to identify small local businesses that are most vulnerable to impacts of COVID-19, including businesses located in the Promise Zone, Opportunity Zone, Low & Moderate Income Census tracts, areas of higher than average unemployment, and other economic corridors most impacted by COVID-19, and including businesses that have lower credit scores, operate on low profit margins, or rely on an owner's personal funds or external financing (collectively, "at-risk businesses"), to provide at-risk businesses with economic support to address the continued and serious negative impacts of the COVID-19 emergency on the local economy, and to promote a stable business market to which business owners and employees can return once the COVID-19 emergency is abated; and

WHEREAS, the U.S. Congress provided for various forms of relief for the COVID-19 pandemic through enacting the Coronavirus Aid, Relief, and Economic Security ("CARES") Act,

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including the Coronavirus Relief Fund (“CRF”) established under Title V, Section 5001 thereof; and

WHEREAS, the City has received an allocation from the CRF under the CARES Act; and

WHEREAS, CRF funding may only be used to cover costs that:

- (a) are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
- (b) were not accounted for in the City budget most recently approved as of March 27, 2020; and
- (c) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the City finds that expenditures in support of conducting outreach and provide technical assistance to at-risk businesses are necessary due to the public health emergency with respect to COVID-19 and that such expenditures are eligible expenses under the CARES Act; and

WHEREAS, the Program Administrator is a Section 501(c)(3) tax-exempt public charity that is organized and operated for charitable, recreational, scientific and educational purposes, and serves as an existing San Diego and Imperial Small Business Development Center to support the provision of no-cost business assistance to small business owners and entrepreneurs in San Diego County; and

WHEREAS, effective August 4, 2020, the San Diego City Council adopted Resolution No. R-2432269, allocating funding for the purposes set forth in this Agreement; and

WHEREAS, the Program Administrator desires to enter into this Agreement in furtherance of its nonprofit purposes and mission and in support of the efforts of the City of San Diego to address the needs of at-risk businesses, vulnerable communities, and the general public of the City of San Diego; and

WHEREAS, the City wishes to utilize the services of Program Administrator as a contractor to manage the disbursement of the CRF funds consistent with the purposes and requirements thereof; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Program Administrator agree as follows:

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**TERMS AND CONDITIONS**

1. Amount of Funds. The City shall pay a total amount of \$200,000 to Program Administrator, which shall be deposited to a fund selected by the Program Administrator for the purposes of implementing this Agreement.
2. Purpose of Funds. Program Administrator shall use the funds solely for the purposes set forth in, and in accordance with, **Exhibit A**, Statement of Work, attached hereto and made a part hereof.
3. Deadline for Use of Funds. Program Administrator shall have until November 13, 2020 to expend funds under this Agreement. All funds not expended in accordance with Exhibit A by November 13, 2020 shall be returned to City no later than November 18, 2020.
4. Documentation of Expenditures; Disallowance. Program Administrator shall maintain all documentation and timely prepare and deliver reports to the City in accordance with **Exhibit A**, Statement of Work and **Exhibit B**, Federal Requirements. If City determines that any amount of Program Administrator's expenditures under this Agreement lacks the required documentation in any material respect within five (5) business days of making a request for such required documentation, or is ineligible for CRF funding, City shall provide notice of such determination to Program Administrator. Program Administrator shall have five (5) business days from the date of such notice to appeal the determination to the City, whose decision on the appeal shall be final. Program Administrator shall refund such amount to the City within fifteen (15) days of the initial notice if no appeal is filed, or, if an appeal is filed within fifteen (15) days of a final determination by the City on appeal that such expenditures lack the required documentation in any material respect or are otherwise ineligible for CRF funding.
5. Compliance with Laws. Program Administrator shall comply with all applicable federal, State, and local laws, ordinances, and regulations, including, without limitation, requirements regarding the use of grant funds under the CARES Act that are in effect as of the effective date of this Agreement and that may later be enacted or promulgated. Without limiting the foregoing, Program Administrator shall comply with all applicable federal requirements set forth in **Exhibit B**, Federal Requirements, and all City requirements set forth in **Exhibit C**, City Requirements, attached hereto.
6. Agreement Administration. The individuals listed below are authorized contact persons with respect to the specified matters on behalf of the City and Program Administrator, respectively. All communications between Program Administrator and/or the City shall be sent to the individuals via the communications means listed as follows:

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<b>City of San Diego</b>	<b>Asian Business Association San Diego</b>
Christina Bibler Director, Economic Development Department 1200 Third Avenue, Suite 1400 San Diego, CA 92101 Phone: (619) 236-6421 Email: cbibler@sandiego.gov  <i>Secondary Contact:</i> Matthew Helm Chief Compliance Officer 1200 Third Avenue San Diego, CA 92101 Phone: (619) 236-7158 Email: helmm@sandiego.gov	Jason Paguio President and CEO 7675 Dagget Street, Suite 340 San Diego, CA 92111 Phone: Email: jason@abasd.org  <b>For financial matters:</b> Rozanna Zane Administrator 7675 Dagget Street, Suite 340 San Diego, CA 92111 Phone: (858) 277-2822 Email: rozanna@abasd.org

7. Notices. Unless otherwise specified, in all cases where notice is required in this Agreement, Notice shall be in writing and transmitted to the authorized contact persons of City and Program Administrator, as applicable, as designated in Section 6 of this Agreement, by one or more of the following methods: (a) electronic mail; (b) messenger for immediate personal delivery; (c) a nationally recognized one Business Day delivery service (i.e., Federal Express, United Parcel Service, etc.); or (d) registered or certified mail, postage prepaid, return receipt requested, through the United States Postal Service. Notice may be sent in the same manner to such other addresses as either Party may from time to time designate by notice, in accordance with this section 7. Notice shall be deemed received by the addressee on the date sent by electronic mail, if sent before 3:00 p.m. Pacific Time, the date the notice is delivered by personal delivery, on the date the notice is delivered (or the date of the second attempted delivery, as set forth in a written statement of the delivery service) by a nationally recognized overnight delivery service, or three (3) calendar days after the notice is deposited with the United States Postal Service as provided in this section 7. Rejection, other refusal to accept or the inability to deliver a notice because of a changed address of which no notice was given, shall be deemed receipt of the notice. Any party to this Agreement may change its notice address by notice delivered in accordance with this section 7.
8. Audit and Inspection of Records. At any time during normal business hours and upon reasonable notice, Program Administrator shall make available to the City for examination all of their respective records with respect to all matters covered by this Agreement and will permit the City to audit, examine and make or receive copies of such records, and make or receive copies of all invoices, materials, payrolls, records of personnel and other

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data relating to all matters covered by this Agreement. Unless otherwise specified by the City, said records shall be made available for examination within San Diego County. Program Administrators shall maintain such records in an accessible location and condition for a period of not less than five (5) years following Program Administrator's submission of the final report required to be submitted under this Agreement. The State of California and any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon City by this Agreement, and Program Administrator shall have all the same rights conferred upon City by this Agreement.

9. Termination of Agreement.

(a) Termination without Cause.

The City may, by written notice to the Program Administrator stating the extent and effective date, terminate this Agreement without cause, at any time, with respect to any one or more of the other parties to this Agreement; provided, however, that City shall endeavor to negotiate with Program Administrator in good faith to amend this Agreement as reasonably needed to address the City's underlying concerns, rather than proceeding with termination. Within ten (10) business days of receipt of notice of such termination, the party or parties to whom the termination applies shall return to City any unexpended funds paid to them under this Agreement and shall make any final reporting within fifteen (15) business days after receipt of notice of such termination.

(b) Termination for Default.

If Program Administrator fails to perform its obligations under this Agreement, the City may send the defaulting Program Administrator a written notice of default that specifies the nature of the default. The defaulting Program Administrator shall cure the default within thirty (30) business days following receipt of the notice of default, contingent on federal expenditures and reporting deadlines, and earlier if reasonably possible under the circumstances, or within such additional time period to which City may agree contingent on federal expenditures and reporting deadlines, which agreement shall not unreasonably be withheld. If the defaulting Program Administrator fails to cure the default within that time, the City may terminate this Agreement with respect to the defaulting Program Administrator by giving the defaulting Program Administrator written notice of termination, effective immediately upon receipt. Following receipt of such notice of termination, the defaulting Program Administrator shall promptly provide City's administrator with documentation of fund expenditures setting forth the defaulting Program Administrator's total actual expenditures for the intended purposes as of the effective date of termination. The defaulting Program Administrator shall promptly

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refund to City, as determined by City, all funds paid to the defaulting Program Administrator under this Agreement that exceed the defaulting Program Administrator's total actual expenditures made in conformance with this Agreement, as determined by City's administrator, as of the effective date of termination. The City may also seek any and all legal and equitable remedies against the defaulting Program Administrator for breaching this Agreement.

10. Independent Capacity. In the performance of this Agreement, Program Administrator and their respective officers, agents, employees and volunteers, shall each act in an independent capacity and not as officers, employees, agents or volunteers of the City or each other. This Agreement does not create an employment relationship between the Program Administrator and the City, or any of their respective officers, agents, employees and volunteers.
11. Insurance. Program Administrator shall deliver to City, and shall ensure that each Subcontractor delivers to City, a current certificate of insurance with attached policy endorsements for:
  - (a) Commercial General Liability Insurance, providing coverage for bodily injury, including death, personal injury, and property damage with limits of at least One Million Dollars (\$1,000,000) per occurrence, subject to an annual aggregate of at least Two Million Dollars (\$2,000,000);
  - (b) Automobile Liability Insurance, providing coverage for all bodily injury and property damage, with a limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles) operated in performing any and all work pursuant to this Agreement. Coverage shall be written on *ISO form CA 00 01 12 90*, or a substitute form providing equivalent liability coverage; and
  - (c) Workers' Compensation Insurance, as required by the laws of the State of California for all of Contractor's employees who are subject to this Agreement, with Employers' Liability coverage with a limit of at least One Million Dollars (\$1,000,000).
  - (d) Additional Insureds. Pursuant to a separate endorsement, "The City of San Diego, its elected officials, officers, employees, representatives, and agents" shall be named as additional insureds in all Commercial General Liability Insurance and Automobile Liability Insurance policies.
  - (e) Waiver of Subrogation. Pursuant to a separate endorsement, a waiver of subrogation shall be provided in favor of "The City of San Diego, its elected

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officials, officers, employees, representatives, and agents” for all Workers’ Compensation Insurance.

- (f) Primary & Non-Contributory. Insurance policies shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or self-insurance maintained by City.
- (g) Qualified Insurer(s). All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to City. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.
- (h) Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of Contractor and must be disclosed and acceptable to City at the time evidence of insurance is provided.
- (i) Continuity of Coverage. All policies shall be effective as of the Effective Date. The policies shall be kept in force for the duration of the Term. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Agreement. Contractor shall provide proof of continuing insurance at least annually during the term of this Agreement. If insurance lapses or is discontinued for any reason, Contractor shall immediately notify City and obtain replacement insurance as soon as possible.
- (j) Modification. To assure protection from and against the kind and extent of risk existing with the Project, City, at its discretion, may require the revision of amounts and coverage at any time during the Term by giving Contractor thirty (30) days prior written notice. Contractor shall also obtain any additional insurance required by City for changed circumstances or City’s reasonable re-evaluation of risk levels related to the Project.
- (k) Accident Reports. Contractor shall immediately report to City any accident causing property damage or injury to persons and related to the Project. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
- (l) Causes of Loss - Special Form Property Insurance. Contractor shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of Contractor’s insurable property related to the Project in an amount to cover 100

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percent (100%) of the replacement cost. Contractor shall deliver to City a certificate of such insurance.

- (m) Subcontractors' Insurance. Contractor shall ensure that each Subcontractor complies with the insurance provisions of this Agreement as if the Subcontractor were Contractor. Contractor and each Subcontractor shall be individually responsible for obtaining and maintaining their own insurance.
12. Defense and Indemnity. To the fullest extent permitted by law, Contractor shall protect, defend (with legal counsel reasonably acceptable to City), indemnify, and hold harmless City and its elected officials, officers, representatives, agents and employees ("Indemnified Parties") from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any performance of services under this Agreement by Program Administrator, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.
- For avoidance of doubt, and without limitation, the defense and indemnity obligations set forth in this Section shall specifically apply to any actions against the City by a federal agency to disallow funds or otherwise enforce compliance under the CARES Act or other federal requirements.
13. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of California.
14. Venue. The venue for any suit concerning solicitations or the Agreement, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.
15. Assignment. Program Administrator may assign or transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City.
16. Entire Agreement. This Agreement constitutes the entire agreement between Program Administrator and City regarding the subject matter contained herein. All other representations, oral or written, are superseded by this Agreement. Neither party is relying on any representation outside of this Agreement.



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17. Amendments. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of all parties.
18. Waiver. The failure of one party to enforce any term, covenant or condition of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce this, or any other term, covenant or condition of this Agreement. No waiver shall be deemed effective unless the waiver is expressly stated in writing and signed by the party waiving the right or benefit.
19. Survival. Unless otherwise specified herein, all terms and conditions of this Agreement shall survive the expiration of this Agreement.
20. Remedies. The rights and remedies in this Agreement are in addition to, and not a limitation on, all other rights and remedies available at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.
21. Recognition. If Program Administrator chooses to publicize the arrangements reflected in this Agreement and to give written recognition to the City relating to this Agreement, Program Administrator shall recognize the City of San Diego and not one or more individual City employees.
22. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties are not signatory to an original or same counterpart. The parties agree that signatures transmitted electronically via pdf attachment shall be binding as if they were original signatures.

IN WITNESS WHEREOF, the parties execute this Agreement effective on the date first written above.

CITY OF SAN DIEGO

By: 

Christiana Gauger  
Interim Director  
Purchasing & Contracting Department

Date: 9/10/2020

ASIAN BUSINESS ASSOCIATION  
FOUNDATION

By: 

Jason Paguio  
President & CEO

Date: 9/8/2020

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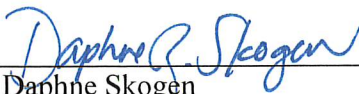
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APPROVED AS TO FORM:

Mara W. Elliott  
City Attorney

By:   
Daphne Skogen  
Deputy City Attorney

Date: 9/11/2020

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**EXHIBIT A – STATEMENT OF WORK**

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**1. SCOPE OF WORK**

Program Administrator shall administer specialized outreach and provide technical assistance to obtain local grants, identify and apply for other financial resources or available benefits through local, state, or federal agencies, comply with funding requirements, and improve financial resilience for small and disadvantaged businesses in the City of San Diego, in response to a disproportionate impact by the COVID-19 crisis on these businesses.

**2. BACKGROUND**

On August 4, 2020, the San Diego City Council approved the allocation of CARES Act funds previously allocated to the Small Business Relief Fund to further support the provision of resources in the form of specialized outreach and technical assistance to small, economically disadvantaged, and at-risk businesses, authorizing the Mayor or his designee to negotiate and enter into an agreement with a non-profit agency to administer these services. This agency has been chosen based on its relevant experience and demonstrated ability to expeditiously provide the City with the proposed services; its demonstrated history of working with at-risk and distressed businesses; and its relationship to and connection with economically disadvantaged communities in the City of San Diego.

**3. GOALS AND OUTCOME OBJECTIVES**

The overall goal is to provide support for small, economically disadvantaged, and at-risk businesses during the COVID-19 pandemic through specialized outreach and technical assistance to obtain local grants, identify and apply for other financial resources or available benefits through local, state, or federal agencies, comply with funding requirements, and improve financial resilience. Program Administrator shall provide assistance that targets businesses in communities most impacted by the pandemic.

**4. SERVICE DELIVERY**

4.1 Program Administrator will administer specialized, community-based outreach and technical assistance to small, economically disadvantaged, and at-risk businesses in the City of San Diego.

4.1.1 Outreach tasks may include, but may not be limited to:

- (a) Disseminating presentations, newsletters, website content, and other informational materials on governmental and nongovernmental economic relief assistance and, whenever appropriate, translate them

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into Spanish, Tagalog, Japanese, Chinese, Korean, Arabic and/or other languages, as necessary;

- (b) Coordinating with the City of San Diego’s Economic Development Department the provision of information and resources on all relevant websites, including fulfilling inquiries received;
- (c) Providing education and assistance through webinars and other vehicles;
- (d) Creating and disseminating media content to highlight policy changes, small business development resources, and businesses benefitting from the assistance;
- (e) Conducting specialized activities that target hard-to-reach communities and disadvantaged businesses using culturally and community competent facilitators;
- (f) Coordinating the distribution of information with community partners, community liaisons, and business organizations and service lists, including, but not limited to:
  - Central San Diego Black Chamber of Commerce
  - San Diego County Hispanic Chamber of Commerce
  - Promise Zone Partners
  - Business Improvement Districts and Associations
  - Regional Chamber and Regional Economic Development Corporation
  - LGBTQ and Ally Chamber/San Diego Equality Business Association
  - City Heights Community Development Corporation
  - Union of Pan Asian Communities
  - Member based groups, including Business for Good, Black San Diego, RISE, Micro BIDs, and Chambers

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- San Diego Workforce Partnership
- San Diego and Imperial Small Business Development Center

(g) Collecting feedback on the needs of targeted communities.

4.1.2 The provision of technical assistance at no cost to businesses may include, but may not be limited to:

- (a) Developing a process for creating accurate and complete applications for technical assistance;
- (b) Documenting businesses' eligibility requirements based on the eligibility requirements outlined in Section 7;
- (c) In partnership with community-based organizations, assist businesses in applying to receive governmental and non-governmental financial assistance and relief, including, but not limited to, the following:
  - Paycheck Protection Program;
  - Economic Injury Disaster Loans;
  - Small Business Debt Relief;
  - Disaster Relief Loan Guarantee Program;
  - Small Business Stimulus Grant Program;
  - fee waivers;
  - service vouchers;
  - personal protective equipment subsidies;
  - tax extensions;
  - and other advising services on compliance, business management, marketing, lending, and planning in direct response to the second order effects of the pandemic, as necessary;

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(d) Maintaining records of assistance provided; and

(e) Collecting feedback on the needs of targeted communities.

4.3 Program Administrator shall identify and target businesses per Section 5 of this Agreement and conduct specialized and in-language outreach and maintain record of outreach and technical assistance.

4.4 Program Administrator shall provide information and report to the City, as described in Section 8.

**5. TARGET POPULATION AND GEOGRAPHIC SERVICE AREA**

5.1 Target Population. Program Administrator shall provide specialized outreach and technical assistance to eligible businesses at no cost in the categories below:

5.1.1 Distressed and At-Risk Businesses

5.1.2 Located within a Promise Zone geographic boundary

5.1.3 Located within an Opportunity Zone geographic boundary

5.1.4. Located within a Low- and Moderate-Income eligible census tract or area or block group

5.1.6. Other areas identified by the Program Administrator and approved by the City using similar metrics that meet the intent of this priority with approval of the Contract Administrator

5.2 Geographical/Regional Service Area(s). Services shall be available within the City of San Diego.

**6. SERVICE LOCATIONS AND HOURS OF OPERATION**

Program Administrator shall provide services and service hours that are responsive to the needs of the target population.

**7. DATA COLLECTION AND REPORTING REQUIREMENTS**

7.1 Program Administrator shall establish and maintain the following to be made available to City within thirty (30) calendar days of contract execution:

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- 7.1.1 **Monthly Report** –Program Administrator shall submit a monthly report to the City by the 15th day of the following month with at least the following information by zip code and target population:
- 7.1.2.1 Number of businesses reached;
- 7.1.2.2 Number of businesses served, including businesses that seek the services provided and new client sign-ups;
- 7.1.2.3 Activities and media campaigns conducted, including statistics on their reach and effectiveness;
- 7.1.2.4 Business organizations reached; and
- 7.1.2.5 Revenues and expenditures for the reporting cycle.
- 7.1.2 **Final Performance Report** – Program Administrator shall provide a final performance report on program outcomes by December 7, 2020.
- 7.1.3 **Reporting Deadlines** - Monthly and Final Performance Reports shall be due fifteen (15) days after the end of the reporting month.

<b>Reporting Period</b>	<b>Due Date</b>
August 1 – August 31, 2020	Tuesday, September 15, 2020
September 1 – September 30, 2020	Thursday, October 15, 2020
October 1 – October 31, 2020	Monday, November 16, 2020
November 1 – November 13, 2020	Tuesday, December 7, 2020

**8. AUTOMATION REQUIREMENTS**

Email and Internet. Program Administrator shall maintain electronic mail capabilities through the Internet. However, Program Administrator is prohibited from transmitting confidential participant information via email or the Internet without requisite encryption protection or other methods that ensure the secure transmission of personal information.

**9. ADMINISTRATIVE COSTS**

Program Administrator may use a portion of the funds distributed under this Agreement for the payment of their costs of administering the services set forth in this Exhibit A, provided that the use of funding under this Agreement for any such administrative costs is in compliance with

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those requirements specified in Small Business Development Center Network and shall not exceed 5% of total funding disbursed by November 13.



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**EXHIBIT B – FEDERAL REQUIREMENTS**

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Program Administrator shall comply with all requirements applicable that are associated with the CARES Act Coronavirus Relief Fund, including as follows:

1. DEBARMENT AND SUSPENSION.
  - (a) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Program Administrator is required to verify that none of their principals (defined at 2 C.F.R. § 180.995) or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - (b) Program Administrator must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction they enter into.
  - (c) This certification is a material representation of fact relied upon by City. If it is later determined that Program Administrator did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
2. SINGLE AUDIT. The City and Program Administrator shall comply with the Single Audit requirements of 2 CFR Part 200.501, et seq.
3. RECORD RETENTION REQUIREMENTS. The Program Administrator shall maintain and make available upon request all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended (42 U.S.C. 801(d), which may include, but are not limited to, copies of the following:
  - (a) general ledger and subsidiary ledgers used to account for (a) the receipt of Coronavirus Relief Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;
  - (b) budget records for 2019 and 2020;
  - (c) payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
  - (d) receipts of purchases made related to addressing the public health emergency due to COVID-19;
  - (e) contracts and subcontracts entered into using Coronavirus Relief Fund payments and all documents related to such contracts;
  - (f) grant agreements and grant subaward agreements entered into using Coronavirus Relief Fund payments and all documents related to such awards;

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**CITY OF SAN DIEGO  
CARES ACT CORONAVIRUS RELIEF FUND  
SPECIALIZED SMALL AND DISADVANTAGED BUSINESS OUTREACH AND  
TECHNICAL ASSISTANCE AGREEMENT**

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**EXHIBIT B – FEDERAL REQUIREMENTS**

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- (g) all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;
  - (h) all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
  - (i) all internal and external email/electronic communications related to use of Coronavirus Relief Fund payments; and
  - (j) all investigative files and inquiry reports involving Coronavirus Relief Fund payments.
3. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS. This is an acknowledgement that federal funding under the CARES Act is used to fund this Agreement. Program Administrator will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.
4. NO OBLIGATION BY FEDERAL GOVERNMENT. The federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Program Administrator, or any other party pertaining to any matter resulting from this Agreement.
5. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. Program Administrator acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Program Administrator's actions pertaining to this Agreement.

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**CITY OF SAN DIEGO  
CARES ACT CORONAVIRUS RELIEF FUND  
SPECIALIZED SMALL AND DISADVANTAGED BUSINESS OUTREACH AND  
TECHNICAL ASSISTANCE AGREEMENT**

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**EXHIBIT C – CITY REQUIREMENTS**

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- 1. Contractor Certification of Compliance.** By signing this Agreement, Program Administrator certifies that each party is aware of, and will comply with, these City-mandated clauses throughout the duration of the Agreement.
- 2. Drug-Free Workplace Certification.** Program Administrator shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Agreement by this reference.
- 3. Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations:** Program Administrator shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Program Administrator shall comply with the most restrictive requirement (i.e., that which provides the most access). Program Administrator also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Agreement by reference. Program Administrator warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.
- 4. Non-Discrimination Requirements.**

  - 4.1 Compliance with City's Equal Opportunity Contracting Program (EOCP).** Program Administrator shall comply with City's EOCP Requirements. Program Administrator shall not discriminate against any employee or applicant for employment on any basis prohibited by law and shall provide equal opportunity in all employment practices. Prime contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.
  - 4.2 Non-Discrimination Ordinance.** Program Administrator shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Program Administrator shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Program Administrator understands and agrees that violation of this clause shall be considered a material breach of the Agreement and may result in Agreement termination, debarment, or other sanctions. Program Administrator shall ensure that this language is included in contracts with any subcontractors, vendors and suppliers.

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**CITY OF SAN DIEGO  
CARES ACT CORONAVIRUS RELIEF FUND  
SPECIALIZED SMALL AND DISADVANTAGED BUSINESS OUTREACH AND  
TECHNICAL ASSISTANCE AGREEMENT**

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**EXHIBIT C – CITY REQUIREMENTS**

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**4.3 Compliance Investigations.** Upon City’s request, Program Administrator agrees to provide to City, within sixty (60) calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Program Administrator has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid for each subcontract or supply contract. Program Administrator further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Program Administrator understands and agrees that violation of this clause shall be considered a material breach of the Agreement and may result in Agreement termination, debarment, and other sanctions.

**5. Equal Benefits Ordinance Certification.** Unless an exception applies, Program Administrator shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Agreement.

**6. Contractor Standards.** Program Administrator shall comply with Contractor Standards provisions codified in the SDMC. Program Administrator understands and agrees that violation of Contractor Standards may be considered a material breach of the Agreement and may result in Agreement termination, debarment, and other sanctions.

**7. Noise Abatement.** Program Administrator shall operate, conduct, or construct without violating the City’s Noise Abatement Ordinance codified in the SDMC.

**8. Storm Water Pollution Prevention Program.** Program Administrator shall comply with the City’s Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Program Administrator shall comply with the City’s Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Program Administrator shall comply with each City facility or work site’s Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

**9. Service Worker Retention Ordinance.** If applicable, Program Administrator shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

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**CITY OF SAN DIEGO**  
**CARES ACT CORONAVIRUS RELIEF FUND**  
**SPECIALIZED SMALL AND DISADVANTAGED BUSINESS OUTREACH AND**  
**TECHNICAL ASSISTANCE AGREEMENT**

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**EXHIBIT C – CITY REQUIREMENTS**

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**10. Product Endorsement.** Program Administrator shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee.

**11. Business Tax Certificate.** Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a contract is executed.

**12. Equal Pay Ordinance.** Unless an exception applies, Program Administrator shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Program Administrator shall certify in writing that it will comply with the requirements of the EPO.

**12.1 Contractor and Subcontract Requirement.** The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of the Program Administrator to the same extent as it would apply to the Program Administrator. If subject to the Equal Pay Ordinance, Program Administrator shall require all of their subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

**13. Conflict of Interest Laws.** Program Administrator is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. The City may determine that Program Administrator must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Program Administrator shall submit the necessary documents to City.

**14. Employment of City Staff.** City shall have the right to unilaterally and immediately terminate this Agreement if the Program Administrator employs an individual, who, within twelve (12) months immediately preceding such employment, did, in the individual's capacity as a City officer or employee, participate in, negotiate with, or otherwise have an influence on the selection of Program Administrator and entry into this Agreement.

**FISCAL YEAR 2021 (JULY 1, 2020-JUNE 30, 2021)**

**EXECUTION CHECKLIST**

**AGENCY:** ASIAN BUSINESS ASSOCIATION FOUNDATION

**PROJECT:** SPECIALIZED SMALL AND DISADVANTAGED BUSINESS OUTREACH AND TECHNICAL ASSISTANCE

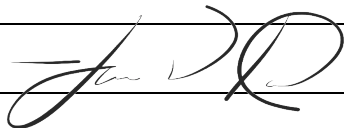
**EMAIL:**

**PHONE:**

#	LIST OF REQUIRED DOCUMENTS		Yes	N/A
1.	a.	Consultant Services-Subconsultant/Subcontractor Form and Agreement(s)	Yes	
	b.	Procurement Documentation for Consultant Services (e.g. Signed Quote or Invoice, if budgeted)	Yes	
2.	W9 Form-Request for Taxpayer ID No & Certification & Remittance Address		Yes	
3.	<b>Entity Status and Tax Exemption, if applicable</b>			
	a.	Certificate of Standing-CA Business Entity ( <a href="https://businesssearch.sos.ca.gov/">https://businesssearch.sos.ca.gov/</a> )	Yes	
	b.	Federal Tax Exemption Letter	Yes	
	c.	State Tax Exemption Letter (FTB Entity Status Letter)	Yes	
	d.	State Charity Research Tool (501(c)(3) only) ( <a href="http://oag.ca.gov/charities/charity-research-tool">http://oag.ca.gov/charities/charity-research-tool</a> )	Yes	
	e.	Federal Debarment check <a href="https://www.sam.gov/portal/SAM/">https://www.sam.gov/portal/SAM/</a>	Yes	
	f.	State Debarment check ( <a href="http://www.dir.ca.gov/dlse/debar.html">http://www.dir.ca.gov/dlse/debar.html</a> )	Yes	
4.	Work Force Report (501(c)(3) Exempt)		Yes	
<b>Insurance</b>				
5.	a.	Certificate of Commercial General Liability Insurance <b>Expires: 10/12/21</b>	Yes	
	b.	Endorsement for Additionally Insured	Yes	
	c.	Endorsement that the policy is primary and non-contributory	Yes	
6.	a.	Certificate of Automobile Liability Insurance <b>Expires: 10/12/21</b>	Yes	
	b.	Endorsement for Additionally Insured	Yes	
	c.	Endorsement that the policy is primary and non-contributory	Yes	
	d.	Auto Declaration Form (if no "Any Auto" coverage)	Yes	
7.	a.	Certificate of Workers Comp Liability Insurance <b>Expires: 8/1/21</b>	Yes	
	& b.	Waiver of Subrogation document	Yes	
8.	Designated Signer(s) and Agency Staff		Yes	
9.	<b>Living Wage Ordinance</b>			
	a.	Certification - <a href="https://www.sandiego.gov/sites/default/files/lwo-certification-of-compliance.pdf">https://www.sandiego.gov/sites/default/files/lwo-certification-of-compliance.pdf</a>	Yes	
	OR b.	Exemption - <a href="https://www.sandiego.gov/sites/default/files/lwo_exempt_application_fillable.pdf">https://www.sandiego.gov/sites/default/files/lwo_exempt_application_fillable.pdf</a>		
	c.	Living Wage Ordinance does not apply to this agency and/or Agreement, based on the information listed within the SDMC Sections 22.4225 and 22.4215 <b>(No Exemption Required)</b> .		
10.	Board of Directors			
	a.	Current Roster	Yes	
	b.	Resolution Approving Funding/Agreement (Board Minutes and/or Letter)	Yes	

**COMMENTS:** Provide an explanation regarding applicable items that are missing and/or incomplete.

**Signature:**



**Print Name:**

Jason Paguio

**Title:**

President & CEO

**Date:**

8/31/20

FY 2021 BUDGET SUMMARY				
ITEM		This application funding request	Anticipated fee income from program/project	Other funds for this program/project and use of them
<b>ANTICIPATED AVAILABLE FUNDING FOR PROGRAM/PROJECT</b>				
1	Requested Funding	\$ 200,000.00	\$ -	\$ -
2	Other Funding Pledged	\$ -	\$ -	\$ -
3	Anticipated program fee income	\$ -	\$ -	\$ -
<b>PROPOSED EXPENSES</b>				
4	Salaries/Wages- Technical Assistant	\$ 60,000.00		
	Taxes	\$ -		
	Benefits	\$ -		
	Total Personnel Expenses			
	Consultant Contractual 1 San Diego County Hispanic Chamber of Commerce	\$ 25,000.00		
	Consultant Contractual 2 Central San Diego Black Chamber of Commerce			
	Consultant Contractual 3 Social Artistry LLC	\$ 50,000.00		
	Consultant Contractual 4 PAC Management & Consulting Inc	\$ 10,000.00		
	Accounting/Audit services			
	Facility/Space rent expense			
	Utilities			
	Phone/ Computer/ Internet			
	Printing			
	Outreach/PR/Advertising	\$ 55,000.00		
	Supplies Expenses			
	Insurance			
	Events			
	TOTAL PROPOSED EXPENSES	\$ 200,000.00	\$ -	\$ -
Program/Project Surplus Funds not permitted				
	VERIFICATION OF ZERO NET FUNDING	\$ -		

**FISCAL YEAR 2021**

**SUBCONSULTANT/SUBCONTRACTORS LIST**

**AGENCY:**

Asian Business Association Foundation

**Information Regarding Subconsultant/Subcontractor Participation:**

Prime Contractor shall include name and complete address of all Subconsultant/Subcontractors who will receive more than one percent (0.5%) of the contract amount or in excess of \$10,000.

Proposer shall also submit Subconsultant/Subcontractors commitment letters on subconsultant's letterhead, no more than one each, from subconsultants listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

Subconsultant/Subcontractors shall be used for scope of work listed. No changes to this Subconsultants List will be allowed without prior written City of San Diego approval.

SUBCONSULTANT/ SUBCONTRACTORS NAME AND ADDRESS	SCOPE OF WORK DESCRIPTION	% OF CONTRACT TO BE COMPLETED	DOLLAR AMOUNT OF CONTRACT	MBE/WBE/ DBE/DVBE /OBE
San Diego County Hispanic Chamber of Commerce - 404 Euclid Ave #271b, San Diego, CA 92114	Specialized Business Outreach	13%	\$25,000.00	
Pac Management - 14252 Mediatrice Lane San Diego, CA 92129	Grant Administrator/Accounting/Support Services	10%	\$10,000.00	
Social Artistry LLC 10606 Camino Ruiz Ste 8 #108 San Diego CA 92126	Specialized Business Outreach	25%	\$50,000.00	





August 30, 2020

Asian Business Association Foundation  
7675 Dagget Street Ste 340  
San Diego CA 92111

Re: Subconsultant Acknowledgement

Project: Small Business Technical Assistance and Specialized Outreach Program

To whom it may concern,

This letter is to accept and acknowledge the San Diego County Hispanic Chamber of Commerce commitment to the Asian Business Association Foundation and the Small Business Technical Assistance and Specialized Outreach project.

The San Diego County Hispanic Chamber of Commerce confirms the scope of work listed on the Subconsultant/Subcontractors List to be correct and may include the following services: outreach, public relations, advertising and media.

The San Diego County Hispanic Chamber of Commerce will be responsible for a minimum of 13% percent of participation in the above stated project.

Thank you for this opportunity to serve,

A handwritten signature in black ink, reading "Iris Garcia". The signature is fluid and cursive, with a long horizontal stroke at the end.

Iris Garcia

President of the San Diego County Hispanic Chamber of Commerce

San Diego County Hispanic Chamber of Commerce

404 Euclid Ave. #271B

San Diego, CA 92114

# Invoice

Date	Invoice #
9/2/2020	331

Bill To
Asian Business Association Foundation



P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Small Business Technical Assistance and Specialized Outreach Project Services to include: * Outreach * Public relations * Advertising * Media	25,000.00	25,000.00
		<b>Total</b>	\$25,000.00
		<b>Payments/Credits</b>	\$0.00
		<b>Balance Due</b>	\$25,000.00



August 30, 2020

Asian Business Association Foundation  
7675 Dagget Street Ste 340  
San Diego CA 92111

Re: Subconsultant Acknowledgement  
Project: Small Business Technical Assistance and Specialized Outreach Program

To whom it may concern,

This letter is to accept and acknowledge Social Artistry LLC's commitment to the Asian Business Association Foundation and the Small Business Technical Assistance and Specialized Outreach project.

Social Artistry LLC confirms the scope of work listed on the Subconsultant/  
Subcontractors List to be correct and may include the following services:  
outreach, public relations, advertising and media.

Social Artistry LLC will be responsible for a minimum of 25% percent of participation in the above stated project.

Thank you for this opportunity to serve,

A handwritten signature in black ink that reads "Lauren Garces". The signature is fluid and cursive, with the first and last names clearly legible.

Lauren Garces  
Principal

**Social Artistry LLC**

10606 Camino Ruiz Ste 8 #108  
San Diego, CA 92126

**INVOICE 002**

**AUGUST 30, 2020**  
**PAYMENT TERMS: NET 30**

**BILL TO:**

Asian Business Association Foundation  
7675 Dagget Street, Suite 340  
San Diego, CA 92111

**FOR:**

Small Business Technical Assistance and Specialized Outreach Project

DESCRIPTION	AMOUNT
ABASD SBDC – Small Business Technical Assistance and Specialized Outreach Project	\$50,000.00
– Strategy Analysis & Development	
– Outreach	
– Public Relations	
– Advertising & Media Creation	
<b>BALANCE DUE</b>	<b>\$50,000.00</b>



a DBA of PAC Management & Consulting, Inc.

Asian Business Association Foundation  
7675 Dagget Street Ste 340  
San Diego CA 92111

Re: Subconsultant Acknowledgement  
Project: Small Business Technical Assistance and Specialized Outreach Program

To whom it may concern,

This letter is to accept and acknowledge PAC Management & Consulting, Inc.'s commitment to the Asian Business Association Foundation and the Small Business Technical Assistance and Specialized Outreach Program.

PAC Management & Consulting Inc. confirms the scope of work listed on the Subconsultant/Subcontractors List to be correct and may include the following services: grant administration, accounting and reporting and support services.

Pac Management will be responsible for a minimum of 5% percent of participation in the above stated project.

Thank you for this opportunity to serve,

Rozanna Zane

Principal

PAC Management & Consulting, Inc. dba Dovetail Partners  
14252 Mediatrice Lane, San Diego, CA 92129  
[www.pac-consulting.com](http://www.pac-consulting.com) | [www.askdovetail.com](http://www.askdovetail.com) | 619-994-8687

Pac Management & Consulting, Inc.  
14252 Mediatrice Ln  
San Diego, CA 92129 US  
rzane@affairz-consulting.com  
www.pac-consulting.com

## Invoice

**BILL TO**

Asian Business Association San  
Diego  
7675 Daggert St Ste 340  
San Diego, CA 92111

**SHIP TO**

Asian Business Association San  
Diego  
7675 Daggert St Ste 340  
San Diego, CA 92111

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
2815	08/31/2020	\$10,000.00	10/30/2020	Net 60	

ACTIVITY	QTY	RATE	AMOUNT
<b>700</b> Small Business Technical Assistance and Specialized Outreach: Grant Administrator/Accounting/Support Services	1	10,000.00	10,000.00

BALANCE DUE

**\$10,000.00**

Alex Padilla  
California Secretary of State

## Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Tuesday, July 14, 2020. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

### C2280862 ASIAN BUSINESS ASSOCIATION FOUNDATION

**Registration Date:** 02/02/2001  
**Jurisdiction:** CALIFORNIA  
**Entity Type:** DOMESTIC NONPROFIT  
**Status:** ACTIVE  
**Agent for Service of Process:** WENDY URUSHIMA-CONN  
**Entity Address:** 7675 DAGGET STREET, SUITE 340  
**Entity Mailing Address:** 7675 DAGGET STREET, SUITE 340  
**Entity Address:** SAN DIEGO CA 92111

 [Certificate of Status](#)

A Statement of Information is due EVERY ODD-NUMBERED year beginning five months before and through the end of February.

Document Type	File Date	PDF
SI-COMPLETE	12/04/2018	
SI-COMPLETE	11/29/2016	
AMENDMENT	01/04/2013	
REGISTRATION	02/02/2001	

\* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image is not available online, for information on ordering a copy refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

[Modify Search](#)

[New Search](#)

[Back to Search Results](#)

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

JUN 19 2002

ASIAN BUSINESS ASSOCIATION  
FOUNDATION  
1250 SIXTH AVE STE 904  
SAN DIEGO, CA 92101

Employer Identification Number:  
33-0916011  
DLN:  
17053119042022  
Contact Person:  
ZENIA LUK ID# 31522  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Foundation Status Classification:  
509(a)(1)  
Advance Ruling Period Begins:  
February 2, 2001  
Advance Ruling Period Ends:  
December 31, 2005  
Addendum Applies:  
No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make

Letter 1045 (DO/CG)



ASIAN BUSINESS ASSOCIATION

a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return. Because you will be treated as a public charity for return filing purposes during your entire advance ruling period, you should file Form 990 for each year in your advance ruling period.

ASIAN BUSINESS ASSOCIATION

that you exceed the \$25,000 filing threshold even if your sources of support do not satisfy the public support test specified in the heading of this letter.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are spent only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence that the funds will remain dedicated to the required purposes and that the recipient will use the funds for those purposes.

If you distribute funds to individuals, you should keep case histories

Letter 1045 (DO/CG)

ASIAN BUSINESS ASSOCIATION

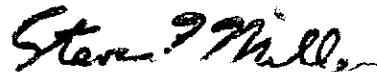
showing the recipients' names, addresses, purposes of awards, manner of selection, and relationship (if any) to members, officers, trustees or donors of funds to you, so that you can substantiate upon request by the Internal Revenue Service any and all distributions you made to individuals. (Revenue Ruling 56-304, C.B. 1956-2, page 306.)

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Steven T. Miller". The signature is fluid and cursive, with a horizontal line extending from the end.

Steven T. Miller  
Director, Exempt Organizations

Enclosure(s):  
Form 872-C



STATE OF CALIFORNIA  
**FRANCHISE TAX BOARD**  
PO BOX 942857  
SACRAMENTO CA 94257-0540

## Entity Status Letter

Date: 7/15/2020

ESL ID: 3678774356

### Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 2280862

Entity Name: ASIAN BUSINESS ASSOCIATION FOUNDATION

- ☒ 1. The entity is in good standing with the Franchise Tax Board.
- ☐ 2. The entity is **not** in good standing with the Franchise Tax Board.
- ☒ 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 d.
- ☐ 4. We do not have current information about the entity.
- ☐ 5. The entity was administratively dissolved/cancelled on \_\_\_\_\_ through the Franchise Tax Board Administrative Dissolution process.

### Important Information

This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.

If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).

The entity certificate of revivor may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

### Connect With Us

Web: [ftb.ca.gov](http://ftb.ca.gov)

Phone: 800.852.5711 from 7 a.m. to 5 p.m. weekdays, except state holidays  
916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

2280862

**ARTICLES OF INCORPORATION**  
**OF**  
**Asian Business Association Foundation**

**FILED**  
In the Office of the Secretary of State  
of the State of California

FEB 02 2001

*Bill Jones*

**BILL JONES, Secretary of State**

**I**

The name of the corporation is:

Asian Business Association Foundation

**II**

This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

The specific purpose of this corporation is to develop future leaders for public service, award scholarships and any other legal activity.

**III**

The name and address in the State of California of this corporation's initial agent for service of process is:

**JERRY L. HARRIS**  
4484 Narragansett Ave.  
San Diego, California 92107

**IV**

This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.


No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

**V**


The property of this corporation is irrevocably dedicated to charitable purposes and

no part of the net income or assets of this corporation shall ever inure to the benefit of any director or officer thereof or to the benefit of any private person. Upon dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

Dated: 8-20-00

  
JERRY L. HARRIS, Incorporator

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

  
JERRY L. HARRIS



## Entity Search Summary

The following Entity was found. Please click on the 'Generate Letter' button to produce the Entity Status Letter for this entity.

Entity ID: **2280862**

Entity Name: **ASIAN BUSINESS ASSOCIATION FOUNDATION**

Address: **7675 DAGGET ST STE 340 SAN DIEGO, CA 92111-2260**

Entity Status: **REVIVED**

Exempt Status: **EXEMPT**

Generate Letter

Back





August 26<sup>th</sup>, 2020

To Whom it May Concern:

This letter confirms Asian Business Association Foundation's board action taken on August 6th, 2020, to support and accept the following agreements:

- City of San Diego Inclusive Outreach and Education Across Businesses on Outdoor Dining Temporary Policy Changes
- City of San Diego CARES Act Coronavirus Relief Fund Specialized Small and Disadvantaged Business Outreach and Technical Assistance Agreement.

Respectfully,



Jason Paguio  
President & CEO