

**AGREEMENT**

THIS AGREEMENT is made and entered into this 10<sup>th</sup> day of September, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Fresno County Economic Opportunities Commission, DBA Fresno EOC, a non-profit 501(c)3 organization, whose address is 1920 Mariposa Street, Suite 300, Fresno, California, 93721, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, through its Department of Public Health (Department), is in need of a qualified vendor to implement a policy, system and/or environmental (PSE) change Community Action Model (CAM) project to work on a policy that designates 100% of multi-unit housing complexes, including balconies and patios, located in the City of Fresno smoke-free; and

WHEREAS, COUNTY, is in need of a qualified vendor to conduct community-led primary and secondary research; and

WHEREAS, COUNTY, is in need of a qualified vendor to conduct community organizing; and

WHEREAS, COUNTY, is in need of a qualified vendor to provide community health education and outreach; and

WHEREAS, COUNTY has issued Request for Proposal (RFP) No. 19-072 dated April 19, 2019, Addendum No. One (1) to COUNTY's RFP No. 19-072 dated April 19, 2019, and Addendum No. Two (2) to COUNTY's RFP No. 19-072 dated May 15, 2019, thereto (collectively referred to herein as COUNTY's Revised RFP), for the above stated services; and

WHEREAS, CONTRACTOR, submitted a Proposal in response to the Revised RFP; and

WHEREAS, the COUNTY has evaluated the CONTRACTOR's Proposal in response to the Revised RFP and has determined the CONTRACTOR to be a responsive, responsible bidder whose Proposal meets the COUNTY's needs.

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

///

1           **1. OBLIGATIONS OF THE CONTRACTOR**

2           A.       CONTRACTOR shall perform all services and fulfill all responsibilities identified in  
3 Exhibit A (Fresno County Economic Opportunities Commission CAM Scope of Work), attached hereto  
4 and by this reference incorporated herein.

5           B.       CONTRACTOR shall work to maintain an open and cooperative relationship with  
6 the Department's Tobacco Prevention Program (TPP) staff, community partners, and the program  
7 evaluator, Central Valley Health Policy Institute.

8           **2. OBLIGATIONS OF THE COUNTY**

9           A.       COUNTY shall perform all services and fulfill all responsibilities identified in Exhibit  
10 A, attached hereto and by this reference incorporated herein.

11           B.       COUNTY will provide extensive technical assistance and train the funded  
12 organization(s) and community advocates to achieve their identified goals and create sustainable  
13 change.

14           C.       COUNTY will utilize experts in the field to provide partner trainings whenever  
15 possible.

16           **3. TERM**

17           The term of this Agreement shall be effective upon execution through and including June  
18 30, 2021.

19           **4. TERMINATION**

20           A.       Non-Allocation of Funds - The terms of this Agreement, and the services to be  
21 provided hereunder, are contingent on the approval of funds by the appropriating government agency.  
22 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement  
23 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice. Funding for  
24 these services is provided by the California Department of Public Health California Tobacco Control  
25 Program Proposition 99 and Proposition 56 funds.

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

28 ///

- 1                   1)     An illegal or improper use of funds;
- 2                   2)     A failure to comply with any term of this Agreement;
- 3                   3)     A substantially incorrect or incomplete report submitted to the COUNTY;
- 4                   4)     Improperly performed service.

5                   In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach  
6 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such  
7 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.  
8 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any  
9 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were  
10 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund  
11 any such funds upon demand.

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

15                   **5.     COMPENSATION**

16                   COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive  
17 compensation at the rates as identified in Exhibit B, attached hereto and incorporated herein by this  
18 reference. In no event shall actual services performed under this Agreement for the period beginning upon  
19 execution of this Agreement through and including June 30, 2020 be in excess of One Hundred Thousand  
20 Dollars and No/100 (\$100,000). In no event shall actual services performed under this Agreement  
21 beginning July 1, 2020 through and including June 30, 2021 be in excess of One Hundred Thousand  
22 Dollars and No/100 (\$100,000). It is understood that all expenses incidental to CONTRACTOR'S  
23 performance of services under this Agreement shall be borne by CONTRACTOR.

24                   A.     Payments by COUNTY shall be in arrears, for services provided during the  
25 preceding month, within forty-five (45) days after receipt and verification of CONTRACTOR's invoices by  
26 COUNTY's Department of Public Health. If CONTRACTOR should fail to comply with any provision of this  
27 Agreement, COUNTY shall be relieved of its obligation for further compensation.

28     ///

1           B. COUNTY shall not be obligated to make any payments under this Agreement if  
2 the request for payment is received by the COUNTY more than forty-five (45) days after this Agreement  
3 has terminated or expired.

4           C. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive  
5 compensation based upon actual expenditures incurred by CONTRACTOR for monthly program costs in  
6 accordance with the budget identified in Exhibit B.

7           D. CONTRACTOR shall be held financially liable for any and all future  
8 disallowances/audit exceptions due to CONTRACTOR's deficiency discovered through the State audit  
9 process. At COUNTY's election, the disallowed amount will be remitted within forty-five (45) days to  
10 COUNTY upon notification or shall be withheld from subsequent payments to CONTRACTOR.

11           **6. INVOICING**

12           CONTRACTOR shall invoice COUNTY monthly, by the thirtieth (30<sup>th</sup>) day of each month  
13 for the prior month's expenditures, addressed to the County of Fresno, Department of Public Health,  
14 Office of Health Policy and Wellness - TPP, P.O. Box 11867, Fresno, CA 93775-1800, Attention: Office  
15 of Health Policy and Wellness TPP Health Educator and Staff Analyst. Invoices shall detail line items as  
16 specified in Exhibit B, including original budget amount(s), current month's expenses, year-to-date  
17 expenses, and budget balances. In addition, invoices shall also include all relevant supporting  
18 documentation including but not limited to copies of original statements, program expense receipts,  
19 payroll records and mileage claims.

20           **7. INDEPENDENT CONTRACTOR**

21           In performance of the work, duties and obligations assumed by CONTRACTOR under this  
22 Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the  
23 CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an  
24 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,  
25 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right  
26 to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and  
27 function. However, COUNTY shall retain the right to administer this Agreement so as to verify that  
28 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

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

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

10 **8. MODIFICATION**

11 Any matters of this Agreement may be modified from time to time by the written consent of  
12 all the parties without, in any way, affecting the remainder. Notwithstanding the above, changes to line  
13 items in the budget, attached hereto as Exhibit B, that do not exceed ten percent (10%) of the maximum  
14 compensation payable to the CONTRACTOR may be made with written approval of COUNTY'S  
15 Department of Public Health Director or designee. Said budget line item changes shall not result in any  
16 change to the maximum compensation amount payable to CONTRACTOR, as stated herein.

17 **9. NON-ASSIGNMENT**

18 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties  
19 under this Agreement without the prior written consent of the other party.

20 **10. HOLD HARMLESS**

21 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request,  
22 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including  
23 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in  
24 connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or  
25 employees under this Agreement, and from any and all costs and expenses (including attorney's fees and  
26 costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who  
27 may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers,  
28 agents, or employees under this Agreement.

1           **11.    INSURANCE**

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

6                   B.       Commercial General Liability

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

14                   C.       Automobile Liability

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

19                   D.       Professional Liability

20                               If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,  
21 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less  
22 than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars  
23 (\$3,000,000.00) annual aggregate.

24                   E.       Worker's Compensation

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

27                   E.       Molestation

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

Additional Requirements Relating to Insurance

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance  
naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional  
insured, but only insofar as the operations under this Agreement are concerned. Such coverage for

1 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained  
2 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance  
3 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without  
4 a minimum of thirty (30) days advance written notice given to COUNTY.

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

10 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,  
11 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the  
12 foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box  
13 11867, Fresno, CA 93775, Attention: Contracts Section – 6<sup>th</sup> Floor, stating that such insurance coverage  
14 have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will  
15 not be responsible for any premiums on the policies; that for such worker's compensation insurance the  
16 CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents and employees any  
17 amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such  
18 Commercial General Liability insurance names the County of Fresno, its officers, agents and employees,  
19 individually and collectively, as additional insured, but only insofar as the operations under this Agreement  
20 are concerned; that such coverage for additional insured shall apply as primary insurance and any other  
21 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess  
22 only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this  
23 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice  
24 given to COUNTY.

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

28 ///

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

4 **12. AUDITS AND INSPECTIONS**

5 The CONTRACTOR shall at any time during business hours, and as often as the COUNTY  
6 may deem necessary, make available to the COUNTY for examination all of its records and data with  
7 respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the  
8 COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure  
9 CONTRACTOR'S compliance with the terms of this Agreement.

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

13 **13. CONFIDENTIALITY**

14 All services performed by CONTRACTOR under this Agreement shall be in strict  
15 conformance with all applicable Federal, State of California and/or local laws and regulations relating to  
16 confidentiality.

17 **14. NON-DISCRIMINATION**

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

24 **15. DATA SECURITY**

25 For the purpose of preventing the potential loss, misappropriation or inadvertent access,  
26 viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of  
27 COUNTY resources; and/or disruption to COUNTY operations, individuals and/or agencies that enter into a  
28 contractual relationship with the COUNTY for the purpose of providing services under this Agreement must



1 employ adequate data security measures to protect the confidential information provided to  
2 CONTRACTOR by the COUNTY, including but not limited to the following:

3 A. CONTRACTOR-Owned Mobile, Wireless, or Handheld Devices

4 CONTRACTOR may not connect to COUNTY networks via personally-  
5 owned mobile, wireless or handheld devices, unless the following conditions are met:

- 6 1) CONTRACTOR has received authorization by COUNTY for telecommuting  
7 purposes;
- 8 2) Current virus protection software is in place;
- 9 3) Mobile device has the remote wipe feature enabled; and
- 10 4) A secure connection is used.

11 B. CONTRACTOR-Owned Computers or Computer Peripherals

12 CONTRACTOR may not bring CONTRACTOR-owned computers or computer  
13 peripherals into the COUNTY for use without prior authorization from the COUNTY's Chief Information  
14 Officer, and/or designee(s), including but not limited to mobile storage devices. If data is approved to be  
15 transferred, data must be stored on a secure server approved by the COUNTY and transferred by means of  
16 a Virtual Private Network (VPN) connection, or another type of secure connection. Said data must be  
17 encrypted.

18 C. COUNTY-Owned Computer Equipment

19 CONTRACTOR or anyone having an employment relationship with the COUNTY,  
20 may not use COUNTY computers or computer peripherals on non-COUNTY premises without prior  
21 authorization from the COUNTY's Chief Information Officer, and/or designee(s).

22 D. CONTRACTOR may not store COUNTY's private, confidential or sensitive data on  
23 any hard-disk drive, portable storage device, or remote storage installation unless encrypted.

24 E. CONTRACTOR shall be responsible to employ strict controls to ensure the integrity  
25 and security of COUNTY's confidential information and to prevent unauthorized access, viewing, use or  
26 disclosure of data maintained in computer files, program documentation, data processing systems, data  
27 files and data processing equipment which stores or processes COUNTY data internally and externally.

28 ///

1 F. Confidential client information transmitted to one party by the other by means of  
2 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of 128 BIT  
3 or higher. Additionally, a password or pass phrase must be utilized.

4 G. CONTRACTOR is responsible to immediately notify COUNTY of any violations,  
5 breaches or potential breaches of security related to COUNTY's confidential information, data maintained in  
6 computer files, program documentation, data processing systems, data files and data processing  
7 equipment which stores or processes COUNTY data internally or externally.

8 H. COUNTY shall provide oversight to CONTRACTOR's response to all incidents  
9 arising from a possible breach of security related to COUNTY's confidential client information provided to  
10 CONTRACTOR. CONTRACTOR will be responsible to issue any notification to affected individuals as  
11 required by law or as deemed necessary by COUNTY in its sole discretion. CONTRACTOR will be  
12 responsible for all costs incurred as a result of providing the required notification.

13 **16. RECORDS**

14 Financial and statistical data shall be kept and reports made as required by the COUNTY's  
15 Department of Public Health Director and the State. All such records shall be available for inspection by the  
16 designated Auditors of COUNTY or State at reasonable times during normal business hours. All such  
17 records shall be maintained through the end of this Agreement. All records shall be considered property of  
18 COUNTY and shall be retained by COUNTY at the termination or expiration of this Agreement.

19 **17. REPORTS**

20 CONTRACTOR shall submit to COUNTY within ten (10) calendar days all program reports  
21 for the preceding month. CONTRACTOR shall also furnish to COUNTY such statements, records, reports,  
22 data, and other information as COUNTY may request pertaining to matters covered by this Agreement. In  
23 the event that CONTRACTOR fails to provide such reports or other information required hereunder, it shall  
24 be deemed sufficient cause for COUNTY to withhold monthly payments until there is compliance. In  
25 addition, CONTRACTOR shall provide written notification and explanation to the COUNTY within five (5)  
26 days of any funds received from another source to conduct the same services covered by this Agreement.

27 ///

28 ///

1           **18.    COMPLIANCE WITH STATE REGULATIONS**

2           CONTRACTOR recognizes that COUNTY operates is Tobacco Prevention Program with  
3 the use of state funds, and that the use of these funds imposes certain requirements on the COUNTY and  
4 its subcontractors. CONTRACTOR shall adhere to all State requirements, including those identified in  
5 Exhibit C, attached hereto and by this reference incorporated herein and made part of this Agreement. It is  
6 understood that Exhibit C also grants the COUNTY certain rights, which are reserved to the State; such  
7 rights are fully described therein.

8           **19.    PROHIBITION OF PUBLICITY**

9           None of the funds, materials, property or services provided directly or indirectly under this  
10 Agreement shall be used for CONTRACTOR's advertising, fundraising or publicity (e.g., purchasing of  
11 tickets/tables, silent auction donations, media promotions) for the purpose of self-promotion.  
12 Notwithstanding the above, publicity of the services described in Section One (1) of this Agreement shall be  
13 allowed as necessary to raise public awareness about the availability of such specific services when  
14 approved in advance in writing by COUNTY's Office of Health Policy and Wellness TPP Project  
15 Coordinator. Such items include but are not limited to written/printed materials, materials posted on the  
16 internet, or the use of media (e.g., radio, television, billboards, newspapers), and any related expense.  
17 Documents prepared by CONTRACTOR using funding under this Agreement for external release shall  
18 undergo appropriate review and approval prior to release. Review may take up to thirty (30) business days.  
19 Materials, whether newly developed or reprinted, shall include an appropriate acknowledgement/funding  
20 statement.

21           **20.    NOTICES**

22           The persons and their addresses having authority to give and receive notices under this  
23 Agreement include the following:

24                           COUNTY

25                           Director, County of Fresno  
26                           Department of Public Health  
27                           P.O. Box 11867  
28                           Fresno, California 93775

CONTRACTOR

   Brian Angus, CEO  
   Fresno County E.O.C.  
   1920 Mariposa Street, Suite 300  
   Fresno, California 93721

          All notices between the COUNTY and CONTRACTOR provided for or permitted under this  
Agreement must be in writing and delivered either by personal service, by first-class United States mail, by

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

14 **21. GOVERNING LAW**

15 Venue for any action arising out of or related to this Agreement shall only be in Fresno  
16 County, California.

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

19 **22. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

23 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing  
24 transactions that they are a party to while CONTRACTOR is providing goods or performing services  
25 under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR  
26 is a party and in which one or more of its directors has a material financial interest. Members of the  
27 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and  
28 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit D and incorporated

1 herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing  
2 transaction or immediately thereafter.

3 **23. SEVERABILITY**

4 The provisions of this Agreement are severable. The invalidity or unenforceability of any  
5 one provision in the Agreement shall not affect the other provisions.

6 **24. ENTIRE AGREEMENT**

7 This Agreement, including Exhibits A through D constitute the entire agreement between the  
8 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous  
9 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and  
10 understanding of any nature whatsoever unless expressly included in this Agreement.

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

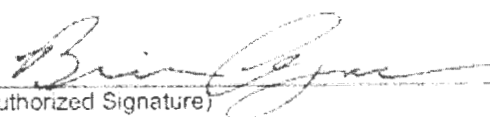
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

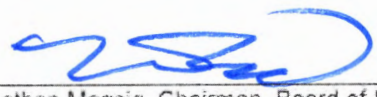
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year

first hereinabove written.

**CONTRACTOR:**  
Fresno County Economic Opportunities  
Commission, DBA, Fresno EOC

**COUNTY OF FRESNO:**

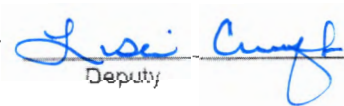
  
(Authorized Signature)

  
Nathan Magsig, Chairman, Board of Supervisors of  
the County of Fresno

Brian Angus, CEO

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

1920 Mariposa Street, Fresno, California 93721  
Mailing Address

By   
Deputy

FOR ACCOUNTING USE ONLY:  
ORG No.: 56201552  
Account No.: 7295  
SMA  
Fund: 0001  
Subclass: 10000

**EXHIBIT A:**

FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION 2019-2021 CAM SCOPE OF WORK

**OBJECTIVE: BY JUNE 30, 2021, THE CITY OF FRESNO WILL ADOPT A POLICY THAT DESIGNATES 100% OF UNITS IN MULTI-UNIT HOUSING COMPLEXES (INCLUDING BALCONIES AND PATIOS) AS SMOKE-FREE.**

CAM SCOPE OF WORK REQUIREMENTS	TIMELINE	DELIVERABLE
<b>Agency administrator sets up the budget to include funding for a Project Coordinator, Community Advocates stipends, funding for incentives and operational expenses and support with the following specifics:</b>	05/19-6/19	Approved Budget
Hire and designate a Project Coordinator with health education, community organizing, and systems change experience	09/19-12/19	0.8 FTE
Recruit, train, and engage Community Advocates, and provide orientation and on-going training	09/19-12/19	6-8 ECLs
Meet monthly with Tobacco Prevention Program staff to review progress on work plan and budget	09/19-06/21	Meeting Notes
Attend bi-monthly Tobacco-Free Coalition meetings	09/19-06/21	Meeting Minutes
Attend monthly CAM trainings	09/19-06/21	Training Agendas
Submit monthly invoices to the Tobacco Prevention Program within 15 days of the end of the previous month	09/19-06/21	Monthly Invoices
<b>Community Action Model Steps:</b>		
<p><b>Step 1: Recruit &amp; Train Emerging Community Leaders:</b> Community Advocates are recruited and trained to develop skills, increase knowledge and build capacity. They will use this knowledge and skills to choose a specific issue or focus.</p>	09/1/2019 – 11/30/2019	<ol style="list-style-type: none"> <li>1. Community Advocates Tracking and Training Tool</li> <li>2. Training Curriculum and Sample Workshop</li> <li>3. Community Advocates Pre-Survey</li> </ol>
<p><b>Step 2: Define, design and conduct community diagnosis:</b> A “Community Diagnosis” is the process of finding the root causes of a community concern or issue and discovering the resources to overcome it. The diagnosis includes deciding what issue a community group will work on, and design and implement a community-driven research plan to gather primary data (e.g. surveys, focus groups, observations, and key informant interviews) regarding the issue.</p>	12/1/2020 - 3/31/2020	<ol style="list-style-type: none"> <li>1. Community Diagnosis Assessment Plan</li> <li>2. Primary Research Report</li> <li>3. Progress Report</li> </ol>

**EXHIBIT A:**

FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION 2019-2021 CAM SCOPE OF WORK

<p><b>Step 3: Define, design and conduct community diagnosis:</b> The team of Community Advocates, with technical assistance and training from the TPP and/or consultants, will analyze the findings of their diagnosis, develop key messages and a menu of potential Policy-System-Environmental change strategies, complete the Midwest Academy Strategy Chart (MWAC) and present the findings back to community members.</p>	<p>4/1/2020 – 7/31/2020</p>	<ol style="list-style-type: none"> <li>1. Secondary Research Findings Report</li> <li>2. Community Presentation</li> <li>3. Community Showcase</li> <li>4. Developed Key Messages</li> <li>5. Year 1 Final Report</li> <li>6. Community Advocates Post-Survey</li> </ol>
<p><b>Step 4: Develop &amp; Implement Action Plan:</b> The funded agency will develop and implement a plan to achieve their “Action/Objective” which will include community outreach and engagement, media campaign, and educating decision-makers and stakeholders.</p>	<p>8/1/2020 - 02/28/2021</p>	<ol style="list-style-type: none"> <li>1. 6-month Training Plan and Sample Workshop</li> <li>2. Community Advocates Pre-Survey</li> <li>3. Action Ideas and Rationale</li> <li>4. Midwest Academy Strategy Chart</li> <li>5. Action Plan</li> <li>6. Mid-Year Report</li> <li>7. Stakeholder and Decision-Maker Engagement Plan</li> <li>8. Educational Packet</li> <li>9. Stakeholder Education &amp; Outreach</li> <li>10. Meetings with Decision-Makers</li> <li>11. Media Plan</li> <li>12. 1-2 Developed Media Tools and Earned Media</li> </ol>



**EXHIBIT A:**

FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION 2019-2021 CAM SCOPE OF WORK

<p><b>Step 5: Maintain and/or enforce Action Plan:</b> After successfully completing the Action, the project plans to ensure that their efforts will be maintained over the long term and enforced by the appropriate agencies.</p>	<p>3/1/2021 - 5/31/2021</p>	<ol style="list-style-type: none"><li>1. Monitoring and Enforcement Plan</li><li>2. Final Report</li><li>3. Celebration Materials</li><li>4. Community Advocates Post-Survey</li></ol>
---	-----------------------------	--

**EXHIBIT A:**

FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION 2019-2021 CAM SCOPE OF WORK

General Activity- Column 1	Specific Activities- 2	Timeline-3	Deliverable-4
<b>Step 1: Recruit &amp; Train Emerging Community Leaders</b>			
<i>List General Activities here</i>	<i>For each General Activity list specific activities here</i>		
Recruit 6-8 Community Advocates	Community Advocates will be recruited at presentations and at different community events in the City of Fresno. Community Advocates will consist of tenants, staff from different organizations, apartment managers, youth groups, and local residents.	09/1/19 – 10/31//19	Community Advocate Tracking and Training Tool
	Community Advocates will be recruited from local organizations providing services in the City of Fresno.	09/1/19 - 10/31/19	Community Advocate Tracking and Training Tool
Provide Orientation to Community Advocates	An orientation will be provided to inform Community Advocates of their role in completing the CAM project for smoke-free multi-unit housing in the City of Fresno.	11/1/19 – 11/30/19	Community Advocate Tracking and Training Tool
Provide Training to Community Advocates	Community Advocates will attend an orientation training, trainings for Steps 1-5 of CAM, and other required trainings provided by the Tobacco Prevention Program (TPP).	11/1/19 – 5/31/21	Training Sign-In Sheet Completed Training Evaluations
On-going Trainings and Meetings	Meet weekly and provide on-going trainings as needed to Community Advocates.	10/1/2019 – 5/31/21	Training Curriculum and Sample Workshop Community Advocates Tracking and Training Tool

**EXHIBIT A:**

FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION 2019-2021 CAM SCOPE OF WORK

General Activity- Column 1	Specific Activities- 2	Timeline-3	Deliverable-4
<b>Step 2: Define, design and conduct community diagnosis</b>			
<i>List General Activities here</i>	<i>For each General Activity list specific activities here</i>		
Develop Assessment Plan	Develop a Community Diagnosis Assessment Plan to help identify the root causes of a community concern or issue and discover the resources to overcome it. The diagnosis includes deciding what issue a community group will work on, and design and implement a community-driven research plan to gather secondary data (data which is collected by someone who is someone other than the user) and primary data (e.g. surveys, focus groups, observations, and key informant interviews) regarding the issue.	12/1/19 – 12/31/19	Community Diagnosis Assessment Plan
Conduct a Public Opinion Survey	Work with Community Advocates to conduct a public opinion survey of at least 150 multi-unit housing tenants in the City of Fresno on the exposure to secondhand tobacco and marijuana smoke in multi-unit housing and measure support for policy change. Train community advocates on the purpose for surveying and survey development.	01/1/20-03/31/20	Primary Research Report
Develop and Conduct Focus Groups or, develop and conduct Key Informant Interviews	Work with Community Advocates to develop and conduct 2 focus groups (1-1.5 hours in length) with residents of MUH complexes to discover how exposure to secondhand and thirdhand smoke has impacted their families. Each focus group will include a purposive sample of 6-8 people. Or, work with Community Advocates to develop and conduct at least 5 key informant interviews with multi-unit housing managers,	01/20-06/20	Primary Research Report

**EXHIBIT A:**

## FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION 2019-2021 CAM SCOPE OF WORK

	owners, City of Fresno Council Members, city manager, and property management company staff. Question will assess their knowledge, attitudes, and support for a smoke-free multi-unit housing policy.		
Conduct Secondary Research	Work with Community Advocates to research multi-unit housing in each city council district to determine the number of multi-unit housing properties in each district and their smoke-free status, and gather and review what policies and/or research already exists related to the Communities of Excellence needs assessment, and other information about secondhand and thirdhand smoke exposure in multi-unit housing.	01/1/20-03/31/20	Secondary Research Findings Report
Complete Progress Report	Complete a simple progress report that describes accomplishments, challenges, and technical assistance/support needs.	3/1/20 – 3/31/20	Progress Report

**EXHIBIT A:**

## FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION 2019-2021 CAM SCOPE OF WORK

<b>Step 3: Analyze Diagnosis findings &amp; Present Findings to Community</b>			
<i>List General Activities here</i>	<i>For each General Activity list specific activities here</i>		
Analyze findings	With technical assistance and training from the Tobacco Prevention Program the Community Advocates will analyze the findings of their community diagnosis and draft a report.	04/1/20 – 05/31/20	Diagnosis Report
Conduct Community Presentation	Conduct a community presentation that presents the results of primary and secondary research and elicit feedback from community members whether the findings resonate with them.	6/1/20 – 6/30/20	Recorded Responses to Be Incorporated in Year 1 Final Report
Participate in Showcase	Collaborate with the TPP and the Proximity of Tobacco Retailers Near Youth Sensitive Areas funded CAM Project to put on a Community Showcase. Each project will present their findings and highlight a few potential suggested actions.	6/1/20 – 6/30/20	Copies of Showcase Materials
Complete Year 1 Final Report	Develop a reflective summary of achievements in completing steps 1-3 as well as the status of building capacity of Community Advocates	07/1/20 – 07/31/20	Year 1 Final Report
Complete Community Advocates Post Survey	Ensure Community Advocates complete an exit survey created by the TPP that assesses their change in skills and knowledge relevant to Steps 1-3.	07/1/20 – 07/31/20	Date Survey was Completed Aggregated Data

**EXHIBIT A:**

FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION 2019-2021 CAM SCOPE OF WORK

<b>Step 4: Choose an Action and Develop &amp; Implement Action Plan</b>			
<i>List General Activities here</i>	<i>For each General Activity list specific activities here</i>		
Develop 6-Month Training Plan	Develop a six-month training plan and one-detailed sample workshop for Community Advocates.	08/1/20 – 08/31/20	Training Plan and Sample Workshop
Community Advocates Pre-Survey	Ensure newly recruited Community Advocates complete the pre-survey created by the TPP that assesses their baseline knowledge and skills.	08/1/20 – 08/31/20	Date Survey was Completed Aggregated Data
Review Action Ideas and Rationale	Work with Community Advocates to develop 2-3 viable Actions based on agency’s research, key findings, and feedback from community with TPP mentor staff to examine viability.	09/1/20 – 09/30/20	Action Ideas and Rationale
Develop Key Messages	Work with the Community Advocates to develop at least three key messages, speaking points and arguments/counterarguments related to drifting secondhand, third hand smoke and marijuana smoke and policy options for smoke free housing in the City of Fresno.	09/1/20 – 09/30/20	Developed Key Messages
Complete Midwest Academy Strategy Chart	Work with Community advocates to complete one Midwest Academy Strategy Chart (approximately 2-hours in length) to identify goals, constituents, allies, opponents, targets and tactics for the proposed policy change.	10/1/20 – 10/31/20	Completed Chart
Develop Community Action Plan	Based on the results of the community assessment, work with Community Advocates to develop a community action plan that focuses on how to educate the community and elected officials and to influence action regarding the proposed policy change. Action plan elements may include endorsement materials, model policy, awareness raising campaign, media	10/1/20 – 10/31/20	Action Plan

**EXHIBIT A:**

## FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION 2019-2021 CAM SCOPE OF WORK

	advocacy, and presentations to community groups and elected officials.		
Develop PowerPoint Presentation	Community Advocates will receive input from the TPP to develop a 30-minute PowerPoint presentation for multiple target audiences to educate community members and local elected officials that includes the developed key messages, community assessment findings, and the proposed policy solution..	10/1/20 – 10/31/20	PowerPoint Presentation(s)
Develop Stakeholder and Decision-Maker Engagement Plan	Work with Community Advocates to develop a stakeholder and decision-maker engagement plan to identify and list the key stakeholders and decision-makers that you will engage, how you will reach them, and delineate roles among your team.	10/1/20 – 10/31/20	Stakeholder and Decision-Maker Engagement Plan
Develop Materials and Educational Packet	Work with Community Advocates to design and develop an educational packet to educate stakeholder groups, city staff, and elected officials. This may include the development of culturally appropriate fact sheets, infographics, etc. The packet will incorporate community assessment findings, HSHC data results and the proposed policy solution. Field test developed materials via public intercept surveys or a focus group to ensure that the intended audiences understand the materials.	10/1/20 – 10/31/20	Sample Educational Packets
Meet with Decision Makers and Staff	Work with Community Advocates to conduct a minimum of 5 individual educational presentations (at least 30 minutes in length) to Fresno City Council Members and/or city staff (e.g. Police Department staff, City Manager, Planning) and conduct at least 1 educational	10/1/20 – 02/28/21	Educational Packets

**EXHIBIT A:**

## FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION 2019-2021 CAM SCOPE OF WORK

	presentation (3-20 minutes in length) and provide information on drifting secondhand and third hand smoke and marijuana smoke in multi-unit housing and the importance of policy options.		
Conduct Community Education and Outreach	Work with Community Advocates to community outreach and education. This may include activities such as, educational presentations to community stakeholder groups, outreach at community events, town hall meetings, etc. in the City of Fresno to educate the community on smoke-free multi-unit housing and provide information on drifting secondhand and third hand smoke and marijuana smoke in multi-unit housing in the City of Fresno.	10/1/20-02/28/21	Copies of Endorsements or Resolutions Collected
Earned Media Campaign	Work with Community Advocates to develop and participate in at least two unpaid media activities (news release, Opinion Editorial, Letter to the Editor, radio/television interviews, news conference, etc.) on secondhand and third hand smoke and marijuana smoke in multi-unit housing.	08/20-05/21	Media Plan Developed Media Materials
Complete Action Plan Progress Report	Develop a progress report that reflects on progress of each Tactic in the Action Plan and successes and challenges over the last 6-months for both the capacity building of the Community Advocates and Step 4.	02/1/21 – 02/28/21	Mid-Year Progress Report



**EXHIBIT A:**

## FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION 2019-2021 CAM SCOPE OF WORK

<b>Step 5: Maintain and/or Enforce Action Plan</b>			
<i>List General Activities here</i>	<i>For each General Activity list specific activities here</i>		
Monitoring and Enforcement Plan	<p>Work with Community Advocates to develop a monitoring and enforcement plan that identifies who and how the PSE change will be implemented and enforced.</p> <p>If CAM policy Action is not achieved work with Community Advocates to identify who needs to be informed about their work, identify who might want to carry it on, and identify how they can package and closeout the project.</p>	3/1/21 – 4/15/21	Monitoring and Enforcement Plan that Will Be Incorporated Into Year 2 Final Report
Participate in CAM Celebration	Collaborate with the TPP and the Tobacco Retailers Near Youth Sensitive Areas funded CAM Project to put on a Community Showcase. Each project will present their findings and highlight a few potential suggested actions.	4/1/21 – 4/30/21	Pictures or Copies of Celebration Materials
Complete Year 2 Final Report	Develop a reflective summary of achievements in completing steps 4-5. This will include a report on successes and key challenges in achieving the Action through their tactics. Project Coordinator will also reflect on how they have seen themselves and their Community Advocates grow in leadership throughout the last year. Provide feedback on how to improve the program, training and technical assistance.	5/1/21 – 5/31/21	Year 2 Final Report
Complete Community Advocates Post-Survey	Ensure Community Advocates complete an exit survey created by the TPP that assesses their change in skills and knowledge relevant to Steps 4-5.	5/1/21 – 5/31/21	Date Survey was Completed

Fresno County CAM Project  
Fresno Economic Opportunities Commission  
FISCAL YEAR  
September 10, 2019 THROUGH JUNE 30, 2020

**PROGRAM EXPENSES NARRATIVE**

**Personnel Salaries, Payroll Taxes & Employee Benefits - Line Item 0001**

The Program Coordinator salary is projected as follows:

(\$2,020.50 paid bi-weekly) x (100% FTE) x (26 pay periods per year) = \$52,533

Program Coordinator's responsibilities include: overall planning, recruitment of Community Advocates, training, report writing, fiscal & maintain the Community Advocates. Work with Community Advocates in providing education and information to city council members about smoke-free multi-unit housing in the City of Fresno. Provide information to apartment managers, residents, property management companies, Apartment Associations. Coordinate appropriate educational materials in English & Spanish on Second Hand Smoke (SHS) and other tobacco free topics. Provide sample tobacco control policies to public housing complexes. Ensure timely grant requirements and reports are submitted. Provide oversight of the grant evaluation, participate in Local Tobacco Free Coalition Meetings, conferences and trainings.

The combined fringe benefits rate is projected at 35.84% x \$52,533 for a total of \$18,827.83. Fringe benefits includes: FICA (7.65% on all wages up to \$127,200), SUI (6.2% on wages up to \$7,000), Worker's Compensation insurance (salary amount divided by 100 x rate of 0.81 per rate schedule), health insurance (\$1,135 per month), and life insurance (\$0.26 per \$1,000 annualized salary x 2).

The average percentage of employee benefit to salaries was 35% for calendar year 2018, respectively.

\$71,360.83

**Facilities/Equipment Expenses – Line Item 1010**

Office Rental (\$1.04/sq.ft. x 150 sq.ft. X 12 months)

\$1,872.00

**Operating Expenses - Line Items 1060-1077**

Telephone: \$840.00 (\$70 combined monthly charges x 12 months)

Includes local and long distance phone calls, teleconference calls, cell phone stipend for Program Coordinator, software license fee, internet access fee and fax service charges.

Postage: \$46.00 (projected for the year)

Postage to mail correspondence to Community Advocates, materials requested by multi-unit housing tenants and management companies.

Printing/Copying: \$2,200.00 (projected for the year)

Cost for outside vendors printing fact sheets, and expenses for in-house duplicating and reproduction; including expenses related to materials for trainings, surveys, and informational packets.

Office Supplies: \$1,464.43 (\$122.04 per month x 12 months)

Office Supplies include pens, pencils, paper, labels, folders, binders, staples, file folders, ink cartridges, etc.

Incentives: \$1,000.00 (100 gift cards x \$10 each)

Incentives consist of \$ 10.00 gift cards to Starbucks and Subway, to be provided in community events, presentations, and other community outreach efforts like the multi-unit housing events, etc.

Educational Materials: \$1,300.00 (projected for the year)

Educational Materials will consist of presentation materials that will be culturally appropriate to disseminate during presentations and other community outreach events.

Staff and Community Advocates Transportation: \$2,000.00 (314.47 miles/month x .53/mile x 12 months)

Mileage for program-related activities such as: presentations, community events, meetings with key community leaders, multi-unit housing managers, owners, property management company staff, meetings with Community Advocates, city officials, city managers, trainings and other meetings to complete CAM Project. Includes mileage for Community Advocates.

Staff Training/Registration: \$400.00 (projected for the year)

Registration fees for staff trainings, conferences to attend the California Apartment Association Network trainings, and attend any out of county trainings and meetings required by the Tobacco Prevention Program, as required or as needed. It will also include training for Community Advocates necessary for the completion of CAM Scope of Work. Travel activities include registration and miscellaneous travel expenses. One staff member will attend training/conferences that might be required by the Tobacco Prevention Program.

Community Advocates Stipends: \$9,600.00 (\$100 stipend x 8 Community Advocates x 12 months)

Community Advocates volunteers will assist the Program Coordinator with addressing multi-unit housing in the City of Fresno by surveying, doing presentations, attending community events, educating residents and community leaders, such as: City Manager, and City Council in the City of Fresno, etc.

Food: \$400.00 (projected for the year and will not exceed \$50 worth/value per Advocate per year)

Food for Community Advocates when they attend meetings, trainings and educate city officials on smoke-free policies for the CAM Project.

\$19,250.43

#### **Financial Services Expenses – Line Items 1081-1082**

External Audit is projected at 0.12% of direct expenditures for a total of \$111 per year.

Liability insurance is estimated at \$429 per year.

\$540.00

#### **INDIRECT COSTS**

Indirect costs are allocated based on the U.S. Department of Health and Human Service approved indirect cost rate of 7.5% of allowable costs for a total of \$6,976.74 per year.

\$6,976.74

**TOTAL PROGRAM EXPENSE:     \$100,000.00**

Year I  
 Fresno Economic Opportunities Commission  
 September 10, 2019 - June 30, 2020

EXHIBIT B

Budget Categories - Line Item Description (Must be itemized)		Annual Salary	% FTE <sup>1</sup>	Benefit Rate <sup>2</sup>	Benefit Cost
<b>PERSONNEL SALARIES:</b>					
0001	Program Coordinator	\$ 52,533	1.00	35.84%	\$ 18,827.83
	<b>Sub-Total</b>	<b>\$ 52,533</b>	<b>1.0</b>		<b>\$ 18,828</b>
<b>SALARIES TOTAL</b>					<b>\$ 71,361</b>
<b>FACILITIES/EQUIPMENT EXPENSES:</b>					
	1010 Rent/Lease Building				\$1,872.00
<b>FACILITY/EQUIPMENT TOTAL</b>					<b>\$1,872.00</b>
<b>OPERATING EXPENSES:</b>					
	1060 Telephone				\$840.00
	1062 Postage				\$46.00
	1063 Printing/Copying				\$2,200.00
	1066 Office Supplies				\$1,464.43
	1067 Incentives				\$1,000.00
	1068 Educational Materials				\$1,300.00
	1072 Staff and Community Advocates Transportation				\$2,000.00
	1074 Staff Training/Registration				\$400.00
	1076 Community Advocates Stipends				\$9,600.00
	1077 Food <sup>5</sup>				\$400.00
<b>OPERATING EXPENSES TOTAL</b>					<b>\$19,250.43</b>
<b>FINANCIAL SERVICES EXPENSES:</b>					
	1081 External Audit				\$111.00
	1082 Liability Insurance				\$429.00
<b>FINANCIAL SERVICES TOTAL</b>					<b>\$540.00</b>
<b>TOTAL DIRECT COSTS</b>					<b>\$93,023.26</b>
<b>INDIRECT COSTS</b> <sup>3</sup> Not to exceed 15% of total direct costs.		7.5%=Indirect costs			\$6,976.74
<b>TOTAL PROGRAM EXPENSES YEAR 1</b> <sup>4</sup>					<b>\$100,000.00</b>

**Fresno County CAM Project  
Fresno Economic Opportunities Commission  
FISCAL YEAR  
JULY 1, 2020 THROUGH JUNE 30, 2021**

**PROGRAM EXPENSES NARRATIVE****Personnel Salaries, Payroll Taxes & Employee Benefits - Line Item 0001**

The Program Coordinator salary is projected to receive a 1.5% salary increase after one year of employment ( $\$52,533 * 1.015 = \$53,321$ ). The salary is projected as follows:

$(\$2,050.81 \text{ paid bi-weekly}) \times (100\% \text{ FTE}) \times (26 \text{ pay periods per year}) = \$53,321$

The Program Coordinator's responsibilities include: overall planning, recruitment of Community Advocates, training, report writing, fiscal & maintain the Community Advocates. Work with Community Advocates in providing education and information to city council members about smoke-free multi-unit housing in the City of Fresno. Provide information to apartment managers, residents, property management companies, Apartment Associations. Coordinate appropriate educational materials in English & Spanish on Second Hand Smoke (SHS) and other tobacco free topics. Provide sample tobacco control policies to public housing complexes. Ensure timely grant requirements and reports are submitted. Provide oversight of the grant evaluation, participate in Local Tobacco Free Coalition Meetings, conferences and trainings.

The combined fringe benefits rate is projected at 35.84% x \$53,321 for a total of \$19,110.25. Fringe benefits includes: FICA (7.65% on all wages up to \$127,200), SUI (6.2% on wages up to \$7,000), Worker's Compensation insurance (salary amount divided by 100 x rate of 0.81 per rate schedule), health insurance (\$1,135 per month), and life insurance (\$0.26 per \$1,000 annualized salary x 2).

The average percentage of employee benefit to salaries is 35% for calendar year 2018, respectively.

\$72,431.25

**Facilities/Equipment Expenses – Line Item 1010**

Office Rental ( $\$1.04/\text{sq.ft.} \times 150 \text{ sq.ft.} \times 12 \text{ months}$ )

\$1,872.00

**Operating Expenses - Line Items 1060-1077**

Telephone: \$840.00 ( $\$70 \text{ combined monthly charges} \times 12 \text{ months}$ )

Includes local and long distance phone calls, teleconference calls, cell phone stipend for Program Coordinator, software license fee, internet access fee and fax service charges.

Postage: \$116.00 (projected for the year)

Postage to mail correspondence to Community Advocates, materials requested by multi-unit housing tenants and management companies.

Printing/Copying: \$1,850.00 (projected for the year)

Cost for outside vendors printing fact sheets, and expenses for in-house duplicating and reproduction; including expenses related to materials for trainings, surveys, and informational packets.

Office Supplies: \$1,007.01 ( $\$83.92 \text{ per month} \times 12 \text{ months}$ )

Office Supplies include pens, pencils, paper, labels, folders, binders, staples, file folders, ink cartridges, etc.

Incentives: \$1,300.00 (130 gift cards x \$10 each)

Incentives consist of \$ 10.00 gift cards to Starbucks and Subway, to be provided in community events, presentations, and other community outreach efforts like the multi-unit housing events, etc.

Educational Materials: \$900.00 (projected for the year)

Educational Materials will consist of presentation materials that will be culturally appropriate to disseminate during presentations and other community outreach events.

Staff and Community Advocates Transportation: \$1,800.00 (283.02 miles/month x .53/mile x 12 months)

Mileage for program-related activities such as: presentations, community events, meetings with key community leaders, multi-unit housing managers, owners, property management company staff, meetings with Community Advocates, city officials, city managers, trainings and other meetings to complete CAM Project. Includes mileage for Community Advocates.

Staff Training/Registration: \$367.00 (projected for the year)

Registration fees for staff trainings, conferences to attend the California Apartment Association Network trainings, and attend any out of county trainings and meetings required by the Tobacco Prevention Program, as required or as needed. It will also include training for Community Advocates necessary for the completion of CAM Scope of Work. Travel activities include registration and miscellaneous travel expenses. One staff member will attend training/conferences that might be required by the Tobacco Prevention Program.

Community Advocates Stipends: \$9,600.00 (\$100 stipend x 8 Community Advocates x 12 months)

Community Advocates volunteers will assist the Program Coordinator with addressing multi-unit housing in the City of Fresno by surveying, doing presentations, attending community events, educating residents and community leaders, such as: City Manager, and City Council in the City of Fresno, etc.

Food \$400.00 (projected for the year and will not exceed \$50 worth/value per Advocate per year)

Food for Community Advocates when they attend meetings, trainings and educate city officials on smoke-free policies for the CAM Project.

\$18,180.01

#### **Financial Services Expenses – Line Items 1081-1082**

External Audit is projected at 0.12% of direct expenditures for a total of \$111 per year.

Liability insurance is estimated at \$429 per year.

\$540.00

#### **INDIRECT COSTS**

Indirect costs are allocated based on the U.S. Department of Health and Human Service approved indirect cost rate of 7.5% of allowable costs for a total of \$6,976.74 per year.

\$6,976.74

**TOTAL PROGRAM EXPENSE: \$100,000.00**

Year II  
**Fresno Economic Opportunities Commission**  
 July 1, 2020 - June 30, 2021

**EXHIBIT B**

Budget Categories - Line Item Description (Must be itemized)					
<b>PERSONNEL SALARIES:</b>		Annual Salary	% FTE <sup>1</sup>	Benefit Rate <sup>2</sup>	Benefit Cost
0001	Program Coordinator	\$ 53,321	1.00	35.84%	\$ 19,110.25
	<b>Sub-Total</b>	<b>\$ 53,321</b>	<b>1.0</b>		<b>\$ 19,110</b>
<b>SALARIES TOTAL</b>					<b>\$ 72,431</b>
<b>FACILITIES/EQUIPMENT EXPENSES:</b>					
	1010 Rent/Lease Building				\$1,872.00
<b>FACILITY/EQUIPMENT TOTAL</b>					<b>\$1,872.00</b>
<b>OPERATING EXPENSES:</b>					
	1060 Telephone				\$840.00
	1062 Postage				\$116.00
	1063 Printing/Copying				\$1,850.00
	1066 Office Supplies				\$1,007.01
	1067 Incentives				\$1,300.00
	1068 Educational Materials				\$900.00
	1072 Staff and Community Advocates Transportation				\$1,800.00
	1074 Staff Training/Registration				\$367.00
	1076 Community Advocates Stipends				\$9,600.00
	1077 Food <sup>5</sup>				\$400.00
<b>OPERATING EXPENSES TOTAL</b>					<b>\$18,180.01</b>
<b>FINANCIAL SERVICES EXPENSES:</b>					
	1081 External Audit				\$111.00
	1082 Liability Insurance				\$429.00
<b>FINANCIAL SERVICES TOTAL</b>					<b>\$540.00</b>
<b>TOTAL DIRECT COSTS</b>					<b>\$93,023.26</b>
<b>INDIRECT COSTS</b>			<sup>3</sup> Not to exceed 15% of total direct costs.		
			7.5%= Indirect costs		\$6,976.74
<b>TOTAL PROGRAM EXPENSES YEAR 2</b>					<b>\$100,000.00</b>

GTC 04/2017

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
  
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
  
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
  
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
  
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
  
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
  
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.



8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions: 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

## 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).

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