

1 and strategies are necessary to meet the economic and social needs of the population of the
2 COUNTY; and

3 WHEREAS, it is recognized by both the COUNTY and CONTRACTOR that effective
4 implementation of said strategies requires a combined commitment of resources from both the
5 private and public sectors.

6 NOW, THEREFORE, in consideration of the mutual covenants, terms and
7 conditions herein contained, the CONTRACTOR and COUNTY agree as follows:

8 1. OBLIGATIONS OF THE CONTRACTOR

9 CONTRACTOR shall provide COUNTY with quarterly reports within thirty (30) days
10 after the end of each quarter, detailing activities of the CONTRACTOR toward meeting the
11 obligations of the CONTRACTOR under this Agreement. CONTRACTOR shall expend an
12 amount, not to exceed \$38,000, to provide the following essential services:

13 A. Performance Based Services:

14 1) The CONTRACTOR will provide site visits to businesses interested in
15 locating in Fresno County. The Contractor will report the number of site visits including the name
16 of the business (unless business expressly requests to remain anonymous), type of industry and
17 location in the quarterly report to the County.

18 2) The CONTRACTOR will provide technical assistance to businesses
19 staying in Fresno County or expanding their operations.

20 3) The CONTRACTOR will allow COUNTY access to CONTRACTOR'S
21 industrial inventory.

22 4) The CONTRACTOR will maintain, monitor, and draft any required
23 revisions of the COUNTY Economic Development Strategy for approval by the COUNTY; help the
24 COUNTY achieve the progress made towards economic development objectives of the COUNTY
25 Economic Development Strategy; evaluate the progress made towards achieving the goals and
26 targets of the COUNTY Economic Development Strategy at least every five years and provide a
27 report to the COUNTY Board of Supervisors. The CONTRACTOR will continue to work with the
28 COUNTY in implementing COUNTY's Economic Development Strategy in smaller cities and

1 unincorporated areas of Fresno County, and will administer the COUNTY'S Strategy Committee.

2 5) The CONTRACTOR, in coordination with the County Administrative
3 Office, will help implement policies and programs of the Economic Development of the County
4 General Plan.

5 B. Performance Based Technical Assistance Services:

6 In an effort to encourage the location of new industry within the cities and
7 unincorporated communities of the COUNTY and to retain and expand those businesses currently
8 within the COUNTY, CONTRACTOR shall provide valuable technical expertise to businesses in
9 small cities and unincorporated areas to complement and supplements the COUNTY'S Economic
10 Development resources, including:

11 1) CONTRACTOR will provide location packaging to businesses
12 interested in relocating to COUNTY.

13 2) CONTRACTOR will help identify financing options, screen for eligible
14 tax incentive programs, and make referrals to partner agencies for additional services including
15 but not limited employee recruitment, marketing, business plan development, and energy
16 efficiency assessments.

17 2. OBLIGATIONS OF THE COUNTY

18 The COUNTY shall provide an amount, not to exceed \$38,000 to the
19 CONTRACTOR to promote and market the resources and economy of COUNTY as provided
20 under this Agreement.

21 3. TERM

22 The term of this Agreement shall be for a period of on (1) year, commencing on
23 July 1, 2017 through and including June 30, 2018.

24 4. TERMINATION

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

1 notice.

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

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

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

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

20 5. COMPENSATION/INVOICING:

21 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
22 quarterly compensation in an amount not to exceed \$9,500, with the maximum total compensation
23 in an amount not to exceed \$38,000 for the term of the Agreement. Compensation will be as
24 follows: CONTRACTOR shall submit quarterly invoices electronically to the County of Fresno
25 County Administrative Office with the quarterly activity report pursuant to Section 1 of this
26 Agreement, within thirty (30) days after the end of each quarter.

27 In no event shall services performed under this Agreement be in excess of \$38,000
28 during the term of this Agreement. It is understood that all expenses incidental to

1 CONTRACTOR'S performance of services under this Agreement shall be borne by
2 CONTRACTOR. COUNTY shall remit payment within forty-five (45) days from date of receipt of
3 invoice and activity report by the COUNTY.)

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

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

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

25 7. MODIFICATION: Any matters of this Agreement may be modified from time
26 to time by the written consent of all the parties without, in any way, affecting the remainder.

27 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this
28 Agreement nor their rights or duties under this Agreement without the prior written consent of the

1 other party.

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

10 10. INSURANCE

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

16 A. Commercial General Liability

17 Commercial General Liability Insurance with limits of not less than One
18 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
19 (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require
20 specific coverages including completed operations, products liability, contractual liability,
21 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed
22 necessary because of the nature of this contract.

23 B. Automobile Liability

24 Comprehensive Automobile Liability Insurance with limits for bodily injury of
25 not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred
26 Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty
27 Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred
28 Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used

1 in connection with this Agreement.

2 C. Professional Liability

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

7 D. Worker's Compensation

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

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

18 Within thirty (30) days from the date CONTRACTOR executes this Agreement,
19 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of
20 the foregoing policies, as required herein, to County Administrative Officer, County of Fresno,
21 stating that such insurance coverages have been obtained and are in full force; that the County of
22 Fresno, its officers, agents and employees will not be responsible for any premiums on the
23 policies; that such Commercial General Liability insurance names the County of Fresno, its
24 officers, agents and employees, individually and collectively, as additional insured, but only insofar
25 as the operations under this Agreement are concerned; that such coverage for additional insured
26 shall apply as primary insurance and any other insurance, or self-insurance, maintained by
27 COUNTY, its officers, agents and employees, shall be excess only and not contributing with
28 insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be

1 cancelled or changed without a minimum of thirty (30) days advance, written notice given to
2 COUNTY.

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

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

9 11. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during
10 business hours, and as often as the COUNTY may deem necessary, make available to the
11 COUNTY for examination all of its records and data with respect to the matters covered by this
12 Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to
13 audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance
14 with the terms of this Agreement.

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

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

<u>COUNTY</u>	<u>CONTRACTOR</u>
COUNTY OF FRESNO	Economic Development Corporation serving Fresno County
County Administrative Officer	Lee Ann Eager
2281 Tulare Street, Room 304	906 N Street, Suite 120
Fresno, CA 93721	Fresno, CA 93721

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

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

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

17 14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

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

1 immediately thereafter.

2 15. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement
3 between the CONTRACTOR and COUNTY with respect to the subject matter hereof and
4 supersedes all previous Agreement negotiations, proposals, commitments, writings,
5 advertisements, publications, and understandings of any nature whatsoever unless expressly
6 included in this Agreement.

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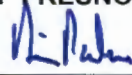
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
2 and year first hereinabove written.

3 **CONTRACTOR**
4 
5 (Authorized Signature)

COUNTY OF FRESNO

Brian Pacheco
Chairman, Board of Supervisors

6 LEE ANN EAGER, PRESIDENT / CEO
7 Print Name & Title

ATTEST:
BERNICE E. SEIDEL, Clerk
Board of Supervisors

8 ECONOMIC DEVELOPMENT CORP.
9 906 N Street, Suite 120, Fresno, CA 93721

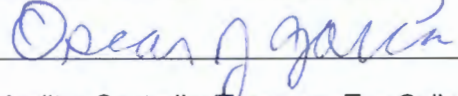
By Susan Bishop
Deputy

10 Mailing Address

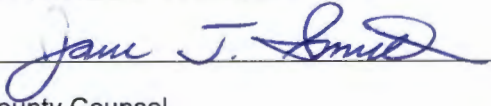
11 DATE: 6/2/17

DATE: 6-20-17

APPROVED AS TO ACCOUNTING FORM


Auditor-Controller/Treasurer-Tax Collector

16 APPROVED AS TO LEGAL FORM

17 
18 County Counsel

20 FOR ACCOUNTING USE ONLY:

21 **FUND No.:** 0001
22 **ORG No.:** 2540
Account No.: 7845

23 FCMC 10/12

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

Exhibit A

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