

Contractor Agreement

Parties

FRWDB: Fresno Regional Workforce Development Board

Contractor: County of Fresno

Administrative Information

| | | | | | |
|--------------------|--|-----------|----------------|---------|----------------------|
| Agreement No. | 634 | MOD # | | CFDA #: | 17.258/17.278/17.259 |
| Title/Program | WIOA/Clean Slate Program | | | | |
| Term of Agreement | July 01, 2023 - June 30, 2024 | | | | |
| Funding Allocation | Total Contract Funding: \$44,485 (Adult/DW Funds: \$29,485; Youth Funds: \$15,000) | | | | |
| Contact Person | Cheri Yau | Telephone | (559) 600-1543 | Fax | (559) 600-1570 |
| Address | 2135 Fresno Street, Suite 100, Fresno CA | | | Zip | 93721 |
| Email | cyau@fresnocountyca.gov | | | | |

| | |
|--------------------------------|------------|
| Employer Identification Number | ██████████ |
| Internal Revenue Code | Government |

Therefore, in consideration of the above Administrative Information and Funding Allocation, which are incorporated into this Agreement by reference, the Parties agree as follows:

1. Exhibits

The following exhibits attached as indicated, incorporated by reference, and are subject to all of the terms and conditions of this Agreement:

- (1) **Exhibit A** – Work Statement
- (2) **Exhibit B** – Cost Projection/Budget/Invoicing
- (3) **Exhibit C** – Certification of Debarment
- (4) **Exhibit D** – Part 200 Appendix II
Insurance Requirements
- (5) **Exhibit E** – Supporting Documentation
Insurance Certificates
Signatory Authorization

2. Term

The term of this Agreement (the "Term") may not exceed the period stated on page 1 unless modified or extended in writing by FRWDB.

3. Services

Contractor must timely perform the services described in the Work Statement (Exhibit A) (the "Services"), in accordance with this Agreement. Contractor, its employees, subcontractors, and assigns, agree to avoid unnecessary and duplicative efforts in performing the Services.

4. Compensation

- 4.1 FRWDB will compensate Contractor for the Services at a rate and method of compensation that complies with the Budget and Cost Projection sheet (Exhibit B). FRWDB is not obligated to compensate Contractor for any services not described in this Agreement without the prior written consent of FRWDB. Furthermore, FRWDB is not obligated to compensate Contractor for any work, services, or functions relating to Contractor's efforts to obtain FRWDB's business or for negotiating with FRWDB to enter into this Agreement.
- 4.2 FRWDB will compensate Contractor for any Services provided only after submission of an itemized invoice by Contractor. Contractor must provide FRWDB with all documentation, explanations, or justifications requested by FRWDB concerning the adequacy or accuracy of its invoices for the performance of the Services to FRWDB's reasonable satisfaction.
- 4.3 FRWDB agrees to pay and Contractor agrees to accept as full compensation for performance of tasks under this Agreement a sum not to exceed the amount listed in the Funding Allocation table above as more fully described in Exhibits A and B.
- 4.4 Any costs not contained in the Budget and Cost Projection Sheet (Exhibit B) associated with the performance of these services shall be borne by the Contractor irrespective of whether or not such tasks were performed to the benefit of FRWDB or expenses incurred by the Contractor or its employees, agents, or subcontractors.
- 4.5 In no event shall the maximum compensation including, but not limited to, fees, reimbursement, costs, and expenses, paid to the Contractor under this agreement exceed the amount listed in the Funding Allocation table above without the prior written consent of FRWDB.

5. Record Keeping

Contractor must submit all invoices no later than the 5th day of the month following the month Services were completed. All invoices must have sufficient detail as may be required by FRWDB in its sole discretion, including, but not limited to, (i) the specific nature of each task performed as services under this Agreement and (ii) the number of hours worked by each person for each task. Contractor must prepare all invoices in an organized manner that facilitates an efficient and thorough review of the Services it performs under this Agreement. Contractor must give FRWDB, or its duly authorized representatives, reasonable access to any and all records in Contractor's possession, and its employees, agents, and subcontractors. Contractor is subject to the examination and audit of all records directly or indirectly related to Contractor's Services by FRWDB, the City or County of Fresno, the State of California, or the federal government for a period of up to 5 years after the final payment under this Agreement. FRWDB reserves the right to invoice Contractor for all expenses, including but not limited to, staff time, consulting fees, and copying costs, directly or indirectly attributable to FRWDB's, or its agents, examination of records related to Contractor's performance of the Services.

6. Administration

FRWDB may delegate certain responsibilities to the Fresno Area Workforce Investment Corporation ("FAWIC") from time to time, as FRWDB considers appropriate in its sole discretion. Contractor acknowledges that FAWIC may oversee certain aspects of this Agreement. Contractor must comply with all requests by FAWIC, including, but not limiting to, any requests to communicate or provide records to FAWIC. Contractor must treat all requests made by FAWIC as if made by FRWDB and acknowledges that FRWDB may vest in FAWIC any of its authority under this agreement.

7. Non-Discrimination Clause

During the performance of this Agreement, both Parties must comply with applicable federal and state laws and regulations. Accordingly, neither Party may, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, sexual orientation, religion, religious creed, or political belief exclude from participation, deny benefits to, or discriminate against any person benefiting from this Agreement.

8. Defense, Indemnity, and Hold Harmless

8.1. **Contractor.** Contractor must defend, indemnify, and hold harmless Fresno Regional Workforce Development Board "FRWDB", the City and County of Fresno, and their directors, officers, boards, commissions, employees, volunteers, agents, and independent contractors, from and against all losses, costs, expenses, demands, damages, penalties, liabilities, interests, recoveries, claims, and judgments, including, without limitation, attorneys' fees and costs, to defend against any claims, demands, causes of action, suits, charges, or legal or administrative proceedings, caused by, arising out of, or in any way connected with any act or omission of Contractor or Contractor's directors, officers, employees, agents, independent contractors, or volunteers, directly or indirectly related to the performance of the Services under this Agreement. Contractor must reimburse FRWDB any funds expended due to those acts or omissions from non-federal funds. Any approval for payment, actual payment, or advance made to Contractor will not constitute a waiver of FRWDB's claims, defenses, or indemnification rights provided under this Agreement.

8.2. **FRWDB** will defend, indemnify, and hold harmless Contractor, and its directors, officers, boards, commissions, employees, volunteers, and agents, from and against all losses, costs, expenses, demands, damages, penalties, liabilities, interests, recoveries, claims, and judgments, including, without limitation, attorneys' fees and costs, to defend against any claims, demands, causes of action, suits, charges, or legal or administrative proceedings, caused by, arising out of, or in any way connected with any act or omission of FRWDB or FRWDB's directors, officers, employees, agents, independent contractors, or volunteers, directly or indirectly related to the performance of the Services under this Agreement.

9. Insurance

Contractor must comply with all insurance requirements described in Exhibit D, as amended, or as otherwise provided in this agreement.

10. Limitation of Liability

As required under that Joint Exercise of Powers Agreement, the City and County of Fresno are not liable to Contractor or its employees, contractors, or other third parties.

11. Independent Contractor

11.1. **Status.** Contractor is an independent contractor. No person employed by Contractor to furnish the Services is an employee of FRWDB. In performing the Services, Contractor, including any of Contractor's owners, officers, partners, officers, agents, employees, and independent contractors, will at all times be acting and performing as an independent contractor, and will act in their independent capacity and not as an officer, agent, employee, joint venturer, partner, or associate of FRWDB. FRWDB has no right to control or supervise or direct the manner or method by which Contractor performs its obligations under this Agreement. However, FRWDB may administer this Agreement so as to verify that Contractor is providing the Services and performing its obligations in accordance with this Agreement.

11.2 **Employer Duties.** Contractor has the sole obligation to provide its employees with all legally required notices and postings, as well as all employee wages and benefits, and will make all Social Security and other withholdings required by applicable federal or state laws and regulations.

11.3 **Compliance.** Contractor must ensure that all of its staff and its third-party subcontractors abide by and strictly comply with FRWDB policies, procedures, and directives, including, but not limited to, FRWDB's zero tolerance policy on harassment as described in FRWDB's personnel manual.

12. Termination

12.1 **By FRWDB.** FRWDB may immediately suspend or terminate this Agreement when FRWDB, in its sole discretion, determines that:

- (1) Contractor illegally used any funds provided under this Agreement;
- (2) Contractor failed to comply with any provision of this Agreement;
- (3) Contractor submitted a substantially incorrect or incomplete report;
- (4) Contractor improperly performed any of the Services; or
- (5) The Federal Government or the State of California suspended or terminated, in full or in part, a grant under which FRWDB receives money to compensate Contractor for the Services;
- (6) Termination for convenience of the FRWDB, by 30 day written notice, in full or in part, when it is in the FRWDB's interest.

12.2 **By Contractor.** Contractor may suspend or terminate this Agreement when circumstances beyond Contractor's control have made compliance with this Agreement impossible or impracticable. In such an event, Contractor must give FRWDB 30 days written notice, complete with an explanation, acceptable to FRWDB in its sole discretion, of these circumstances. This notice will serve as a request to terminate the Agreement. Within 5 business days of receiving this written notice, FRWDB will provide written notice to Contractor either approving or denying Contractor's request and the terms and conditions of its approval or denial. If FRWDB fails to provide this written notice to Contractor within 5 business days, Contractor must treat its request as denied by FRWDB and continue to perform the Services in accordance with this Agreement.

12.3 Payment

- A. FRWDB may demand in writing that Contractor repay any funds disbursed to Contractor under this Agreement if FRWDB determines, in its sole discretion, that Contractor did not expend these funds in accordance with the terms of this Agreement. On receiving FRWDB's demand, Contractor must promptly refund these funds, or at FRWDB's option, FRWDB may deduct any repayment from future payments by FRWDB owing to Contractor under this Agreement or any other agreement, as may be applicable and otherwise due.
- B. In no event will any payment to Contractor constitute a waiver of any breach of this Agreement or any default that may then exist on the part of Contractor. Neither will any payment impair or prejudice any remedy available to FRWDB with respect to the breach or default.

13. Copyrights, Patents, Rights in Data

In accordance with 2 CFR Part 200 Subpart A - § 200.59 and Subpart E - § 200.448, and Appendix II to Part 200, FRWDB, as a federal funds awarding agency, reserves a royalty-free, nonexclusive, irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes, the copyright, patent, or rights in data in any work developed or purchased with funds under this Agreement.

14. Additional Laws and Regulations

Contractor must comply with all applicable laws and regulations listed in Part 200 Appendix II –Contract Provisions. Contractor must read Exhibit D to determine which of these laws and regulations apply to Contractor in the context of this agreement.

15. Notices

All notices under this Agreement must be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified, or registered mail, or U.S. Postal Service Express Mail, with postage prepaid, by facsimile transmission, or by electronic transmission (email) and will be deemed sufficiently given if served in a manner specified in this section. The addresses and addressees noted below are that Party's designated address and addressee for delivery or mailing of notices. Either Party may, by written notice to the other, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, will be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, 3 days after the postmark date. If sent by regular mail, the notice will be deemed given 48 hours after it is addressed as required in this section and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery will be deemed given 24 hours after delivery to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means (including email) will be deemed delivered upon telephone or similar confirmation of delivery (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday, or legal holiday, it will be deemed received on the next business day.

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|--|---|
| County of Fresno, Clean Slate Program 2135 Fresno Street, Suite 100 Fresno, California 93721 Attention: Sal Quintero Chairman of the Board of Supervisors of the County of Fresno | Fresno Regional Workforce Development Board 2125 Kern Street, Suite 208 Fresno, California 93721 Attention: Blake Konczal, Executive Director Facsimile: (559) 490-7199 Email: bkonzal@workforce-connection.com |
|--|---|

16. General

- 16.1 **Assignment and Subcontracting.** Neither Party may assign, transfer, or subcontract this Agreement nor its rights or duties hereunder without the prior written consent of the other Party.
- 16.2 **Agreement Binding on Successors.** This Agreement shall be binding upon FRWDB and Contractor and their successors, executors, administrators, legal representatives, and assigns with respect to all the covenants and conditions set forth herein.
- 16.3 **Entire Agreement.** This Agreement, including all attachments, exhibits, regulations and policies incorporated or referenced within, constitutes the entire agreement between the Parties regarding the subject matter within and supersedes all prior and contemporaneous agreements, representations, or understandings of any nature whatsoever unless expressly included in this

Agreement.

- 16.4 **No Authority to Bind FRWDB.** Contractor, in its performance of the services or any other duties under this Agreement, has no authority to bind FRWDB to any agreements or undertakings.
- 16.5 **Non-Exclusive.** This Agreement is not an exclusive agreement and FRWDB, at its sole discretion, has the right to negotiate with and enter into contracts with others providing the same or similar services to those provided by Contractor.
- 16.6 **Modifications.** FRWDB may, from time to time, initiate a change to the scope of the Services. Any such changes are subject to Contractor's approval, which shall not be unreasonably withheld.
- 16.7 **Waiver.** No covenant or condition of this Agreement may be waived except by FRWDB's written consent.
- 16.8 **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. Venue for any dispute or litigation arising under this Agreement will be in the County of Fresno, State of California, if instituted in the state courts, or the Eastern District of California (Fresno), if instituted in the federal courts.
- 16.9 **Remedies.** FRWDB may pursue any and all remedies available by law as needed to enforce its rights under this Agreement.
- 16.10 **Partial Invalidity.** If any provision of this Agreement, or any portion of a provision, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement, including, without limitation, the portions of any provision not held to be invalid, void, or unenforceable, will nevertheless continue to be in full force and effect without being impaired or invalidated in any way.
- 16.11 **Headings and Construction.** The subject headings of the sections and paragraphs of this Agreement are included for purposes of convenience only and do not affect the construction or interpretation of any of its provisions. All words used in this Agreement include the plural as well as the singular, and vice versa; words used in this Agreement in the present tense include the future as well as the present; and words used in this Agreement in the masculine gender include the feminine and neuter genders, whenever the context so requires. No provision of this Agreement will be interpreted for or against a Party because that Party or its legal representative drafted the provision, and this Agreement will be construed as if jointly prepared by the Parties.
- 16.12 **Time.** Time is of the essence in this Agreement.
- 16.13 **Non-Collusion Covenant.** Contractor represents and warrants that it has in no way entered into any contingent fee arrangement with any firm or person in an effort to obtain this Agreement with FRWDB. Contractor has not received from FRWDB any incentive, special payments, or considerations not related to payment or reimbursement for the provision of the Services.
- 16.14 **Lobbying Activity.** Contractor may not use any funds provided under this Agreement for the support, defeat, or influence of legislation or appropriations pending before the Congress.
- 16.15 **Costs and Expenses.** Each Party will pay all costs and expenses incurred, or to be incurred, by it in negotiating and preparing this Agreement and its exhibits, and in closing and carrying out the transactions contemplated by this Agreement, including, without limitation, its attorneys', paralegals', and other professionals' fees and costs.
- 16.16 **Signature Authority.** Contractor represents and warrants that it has capacity, full power, and

authority to enter into and perform this Agreement, and that the person signing this Agreement on behalf of Contractor has been properly authorized and empowered to enter into this Agreement.

16.17 **Counterparts.** The Parties may execute this Agreement simultaneously or in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same Agreement.

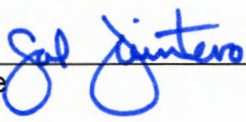
16.18 **Attorneys' Fees.** If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party is entitled to reasonable attorneys', paralegals', and other professionals' fees and costs in addition to any other reasonable relief to which it may be entitled.

Signatures

"Contractor"

Sal Quintero
Name

Chairman Fresno County Board of Supervisors
Title

Signature 

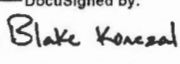
Date 9-5-2023

"FRWDB"

Fresno Regional Workforce Development Board

Blake Konzcal

Executive Director

Name of Officer
DocuSigned by:

6A340F34E7EB466...
Signature

Title
8/17/2023
Date



COUNTY OF FRESNO

Antoinette Taillac
Public Defender

MEMORANDUM

To: Ka Xiong, Special Projects Program Coordinator
From: Antoinette Taillac, Public Defender
Date: June 8, 2023
RE: Statement of Work
Clean Slate Program

Overall Goal:

The Public Defender's Office (PD) will provide a Clean Slate Program in Fresno County. The program's post-conviction legal services are for low-income and indigent persons with misdemeanor or felony convictions in Fresno County. In addition, the program would help connect participants to either employment and training services or housing services based on need.

Proposal:

To provide post-conviction legal services, limited family law services as it relates to child support and arrears, and limited legal services as it relates to driver license suspensions to adult and youth Workforce clients. Clients would be referred from Workforce based on whatever criteria the program deems appropriate in conjunction with basic legal requirements. Services provided under this contract will only be given to WIOA/grant eligible participants as screened and referred by Workforce.

Workforce will perform initial screening of clients to determine applicable relief. Clients will be referred to the program and given an appointment to meet with the Clean Slate Attorney. Initial appointments will occur at an office provided by Workforce. Workforce will provide a list to the Clean Slate Attorney at least two (2) weeks prior to each appointment day. Once analysis has been completed for the client, all applicable petitions will be drafted and filed on the client's behalf. In the case where a client must provide supporting documentation, a separate appointment to complete petitions may be made. Workforce clients should be encouraged to bring all supporting documentation to the initial appointment to expedite the process. Follow-up appointments may occur at the Workforce office or the PD's office. The PD will ensure that all applicable relief is filed and served timely.

Clients will receive assistance with: Expungements (1203.4, 1203.4a, 1203.41, 1203.42, 1203.43, 1203.49 Petitions), Penal Code 17b Motions, Prop 47 Applications/Petitions, Prop 64



Applications/Petitions (reduction to misdemeanor or dismissal). It is preferred that the client come in with a rap sheet¹ but not required.

Period of Performance:

This proposal is based on a twelve (12) month term and is estimated to serve 200 clients.

Defense Attorney III ~8 hours/week—in-person consultations for referred Workforce clients and preparation of any applicable applications/petitions.

Paralegal ~8 hours/week—file and serve documents, make copies, pull records from databases, and track data/outcomes.

This contract would include the Defense Attorney, Paralegal, office space, office supplies for the project, software, and any necessary administrative time.

Description of Motions²:

1. **1203.4 Petition:** Defendants convicted of a misdemeanor, or felons sentenced to probation and/or local county time may be eligible to file for an expungement. Defendants may file this petition once they are no longer on probation and have no open/active cases. Relief can be mandatory or discretionary depending on the circumstances.
2. **1203.4a Petitions:** Misdemeanants who were denied probation may file for expungement one year from the date of sentencing. Relief can be mandatory or discretionary depending on the circumstances.
3. **1203.41 Petitions:** Defendants convicted of a felony and sentenced to AB109 may be eligible to file for expungement. Defendants sentenced to local prison and mandatory supervision are eligible for expungement one year after their release from supervision. Defendants sentenced to local prison only, are eligible for expungement two years after their release from custody. This relief is always discretionary.
4. **1203.42 Petitions:** Defendants convicted of a felony who would have been sentenced to AB109 had it been eligible at the time of sentencing. The includes eligible offenses prior to October 1, 2011. Defendant may be eligible to file for expungement. This relief is always discretionary.
5. **1203.43 Petitions:** Defendants who satisfactorily completed a Diversion Program (also referred to as PC 1000) is eligible to file for expungement and in essence erase the drug conviction from their record.
6. **1203.49 Petitions:** Defendants may petition the court to have their conviction for solicitation or prostitution to be set aside if they can establish by clear and convincing evidence that the conviction was the result as his/her status as a human trafficking victim.
7. **17B Motion:** A reduction to a misdemeanor is available to those defendants who were convicted of a felony “wobbler offense” and were placed on felony probation. A “wobbler” is an offense that could have been charged as a felony or misdemeanor. If the

¹ A “rap sheet” is a defendant’s record of arrest or conviction history in California.

² These descriptions only apply to criminal convictions obtained in California and are brief summaries of the relevant law. Additional requirements may affect eligibility.



Defendant's sentence was stayed or suspended for a term they are ineligible for 17B relief.

8. **Prop 47 Application/Petition:** Defendants with felony convictions for certain property and drug crimes outlined under the statute may apply for a reduction to misdemeanor. Theft offenses must be valued at \$950 or lower.
9. **Prop 64 Application/Petition:** Defendants with felony convictions that are marijuana related may apply for a reduction to a misdemeanor, dismissal, or sealing depending on the circumstances of the case.



Budget Summary

Applicant: Fresno County Public Defender

Grant: Clean Slate Program

| BUDGET LINE # | EXPENSE ITEM | BUDGET | LEVERAGE | TOTAL |
|---------------|---|--------------------|---------------|---------------|
| 1 | Staff Salaries | \$ 32,995.67 | | |
| | Number of full-time equivalents <u>0.45</u> | | | |
| 2 | Staff Travel | | | |
| 3 | Communications | | | |
| 4 | Facilities Rent | \$972.00 | | |
| 5 | Facilities Utilities | | | |
| 6 | Facilities Maintenance | | | |
| 7 | Office Supplies | \$1,311.04 | | |
| 8 | Testing/Instructional Materials | | | |
| 9 | Equipment Purchases | | | |
| 10 | Equipment Leases/Use-Charge | | | |
| 11 | Tools and Supplies | \$1,416.00 | | |
| 12 | Supportive Services | | | |
| 13 | Indirect Costs | \$7,790.29 | | |
| 14 | "Other" Costs | | | |
| 15 | Costs of Sub-Grants | | | |
| | TOTAL | \$44,485.00 | \$0.00 | \$0.00 |

Indirect costs are calculated by adding Salaries, travel, office supplies and tools and supplies and multiplying by 21.23%.

Budget Detail

Applicant: Fresno County Public Defender

Grant: Clean Slate Program

| BUDGET LINE # | EXPENSE ITEM | NARRATIVE DETAIL | | |
|---------------|--|---|------------------------------------|------------|
| 1 | Staff Salaries: List job titles of staff working on project | Salaries charged to project | Fringe Benefits charged to project | FTEs |
| | Defense Attorney | \$20,064 | \$1,535 | 20% |
| | Paralegal | \$10,587 | \$810 | 20% |
| | Totals | \$ 30,650.88 | \$ 2,344.79 | 40% |
| 2 | Staff Travel | | | |
| 3 | Communications | | | |
| 4 | Facilities Rent | \$972.00 | | |
| 5 | Facilities Utilities | | | |
| 6 | Facilities Maintenance | | | |
| 7 | Office Supplies | Postage, stationary, etc 1132.13 | | |
| 8 | Testing/Instructional Materials | | | |
| 9 | Equipment Purchases | | | |
| 10 | Equipment Leases/Use-Charge | | | |
| 11 | Tools and Supplies | Lawyaw legal drafting software (\$59/month*2*12)=\$1416 | | |
| 12 | Supportive Services | | | |
| 13 | Indirect Costs -- Provide rate, direct cost(s) and calculation | 21.23% (see attached document for calculation) | | \$7,790.29 |
| 14 | "Other" Costs | *Use table below for Line Item 14. | | |
| 15 | Costs of Sub-Grants, list cost of each sub-grant | *Use table below for Line Item 15 | | |

| Line 14: "Other" Costs | Total |
|------------------------|---------------|
| | |
| | |
| Totals | \$0.00 |

| Line 15: Sub-Grants | Total |
|---------------------|---------------|
| | |
| | |
| Totals | \$0.00 |

Instructions for Certification – Workforce Innovation and Opportunities Act (WIOA)

By signing this agreement, the recipient of federal assistance funds is providing the certification as set out below.

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies including suspension and/or debarment.
2. The recipient of federal assistance funds shall provide immediate written notice to the Fresno Regional Workforce Development Board (FRWDB) if, at any time, the recipient of federal assistance funds learns that its certification was erroneous when submitted, or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the FRWDB staff for assistance in obtaining a copy of those regulations.
4. The recipient of federal assistance funds agrees it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The recipient of federal assistance funds further agrees it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-Tier Covered Transactions," without modification, in all lower-tier covered transactions, and in all solicitations for lower-tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the "List of Parties Excluded from Procurement or Non-Procurement Programs."
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies, including suspension and/or debarment.

ASSURANCES AND CERTIFICATIONS

The provider of WIOA services provides the assurances and certifications set forth below:

- General Assurances
- Debarment and Suspension Certification
- Certification Regarding Lobbying
- Drug-free Workplace Certification
- Certification of Non-delinquency
- Nondiscrimination and Equal Opportunity Requirement of the Workforce Innovation and Opportunities Act (WIOA)
- Confidential Information and Data
- Signatory Authorizations, Debarment & Suspensions
- Fraud And Abuse Incident Reporting

A. GENERAL ASSURANCES

The provider of WIOA services assures that it:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of any project costs) to ensure proper planning, management, and completion of the project described in this Agreement.
2. Have adequate administrative controls, personnel standards, evaluation procedures, availability of in-service training and other policies as may be necessary to promote the effective use of WIOA funds.
3. Will not permit participants to be employed on the construction, operation, or maintenance of any facility used, or to be used, for sectarian instruction or as a place for religious worship. (Public Law 105-220 Aug. 7, 1998, as amended)
4. Will not permit any participant to displace a currently employed worker (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits). (Public Law 105-220 Aug. 7, 1998, as amended)
5. Will not impair existing agreements for services or collective bargaining agreements, unless the employer and the labor organization concur, in writing, with respect to any elements of the proposed activities that affect such agreement, or either such party fails to respond to written notification requesting its concurrence within 30 days of receipt thereof. (Public Law 105-220 Aug. 7, 1998, as amended)
6. Will ensure that where a labor organization represents a substantial number of employees, who are engaged in similar work or training in the same area as that proposed, an opportunity shall be provided for such labor organization(s) to submit comments. (Public Law 105-220 Aug. 7, 1998, as amended)
7. Will work with the FRWDB to promote on-site, industry-specific training programs supportive of industrial and economic development. (Public Law 105-220 Aug. 7, 1998, as amended)
8. Will not use WIOA funds to assist, promote, or deter union organizing.
9. Will not use WIOA funds for public service employment.
10. Will not use WIOA funds for contribution, on behalf of any participant, to retirement systems or plans.
11. Will establish controls to ensure that no WIOA funds will be used to assist in relocating establishments/employers, or parts thereof, from one area to another, unless the Secretary of Labor determines that such relocation will not result in an increase of unemployment in the area of original location, or in any other area.
12. Will comply with the provisions of the Military Selective Service Act (50 USC App. 453, Section 3, as amended), which limits participation to persons who have presented proof of submitted registration or will register at time of enrollment.

13. Has not duplicated building/office rental/lease costs associated with this Agreement in any other agreement, contract, grant, lease, rental, gift, or budget under the stewardship of the provider of WIOA services.
14. Will, if operating programs for youth, further assure the following:
 - a. Training and work experience for eligible youth will be coordinated with school-related programs, including the award of academic credit, pursuant to the WIOA.
 - b. The Federal Child Labor Standards or the California Child Labor Standards, whichever is stricter, will be applied to the employment of youth under 18 years of age.
15. Will comply with the Intergovernmental Personnel Act of 1970 (42 USC 4728-4763), relating to prescribed standards for merit systems, for programs funded under one of the nineteen statutes or regulations specified in Appendix A of Office of Management and Budget's (OMB) Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
16. Will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (PL 88.352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 USC 1681-1683 and 1685-1686), which prohibits discrimination on the basis of disabilities; (c) the Age Discrimination Act of 1975, as amended (42 USC 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (PL 92.255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91.616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) 523 and 527 of the Public Health Service Act of 1912 (42 USC 290 dd.3 and 290 ee.3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) under which this federally-funded Agreement exists; and (i) the requirements of any other nondiscrimination statute(s), which may apply to this Agreement.
17. Maintains its intake and/or operational headquarters as accessible to the disabled, pursuant to Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, and comply with California Occupational Safety & Health Administration (Cal/OSHA) Workplace Safety requirements.
18. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91.646), which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes, regardless of federal participation in purchases.
19. Will comply with the provisions of the Hatch Act (7 U SC 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
20. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 USC 276a through 276a.7), the Copeland Act (40 USC 276c and 18 USC 874), and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally-assisted construction subcontracts. Pursuant to the Davis-Bacon Act, all laborers and mechanics employed by contractors or sub-contractors in any construction, alteration, or repair, including painting and decorating, of projects, buildings and works that are federally assisted under the WIOA, shall be paid wages at rates not less than those prevailing on similar construction in the locality, as determined by the Secretary.
21. Will comply, if applicable, with Flood Insurance Purchase Requirements of Section 102(A) of the Flood Disaster Protection Act of 1973 (PL 93.234) which requires

- recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
22. Will comply with environmental standards which may be prescribed pursuant to the following:
 - (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91.190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC 1452 et seq.); (f) conformity to federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 USC 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93.523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93.205).
 23. Will comply with the Wild and Scenic Rivers Act of 1968 (16 USC 1271 et seq.), related to protecting components or potential components of the national wild and scenic rivers system.
 24. Will assist the FRWDB in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470), EO 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 USC 469a.1 et seq.)
 25. Will comply with PL 93-348 regarding the protection of human subjects involved in any research, development and related activities under this Agreement.
 26. Will comply with the Laboratory Animal Welfare Act of 1966 (PL 89.554), as amended (7 USC 2131 et seq.), pertaining to the care, handling and treatment of warm-blooded animals held for any research, teaching, or other activities supported by this Agreement.
 27. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 USC 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
 28. Will comply with the provisions of the Nontraditional Employment for Women Act (PL 102-235) and the regulations or standards adopted by the Job Training Partnership Division to implement such provisions. The provider of WIOA services will work with FRWDB to promote the goals of (a) the training of and the training-related placement of women in nontraditional employment; and (b) a description of efforts to increase awareness of such training and placement opportunities.
 29. Will cause to be performed the required financial and compliance audits, in accordance with the Single Audit Act of 1984, and will submit such audit report(s) as required under the provider of WIOA services Agreement.
 30. Will comply with all applicable provisions of the Brown Act contained in section 54950 et seq., of the California Government Code, as amended accordingly, and all statutory references therein.

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, VOLUNTARY EXCLUSION AND OTHER RESPONSIBILITY MATTERS

1. The provider of WIOA services certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not, within a three-year period preceding this Agreement, been convicted or had a civil judgment rendered against them for commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing

- a public (federal, state, or local) transaction or agreement; violation of federal or state antitrust statutes; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property.
- c. Are not presently indicted, or otherwise criminally or civilly charged, by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph B.1.b. of this certification.
 - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where the provider of WIOA services is unable to certify to any of the statements in paragraphs 1(a-d) of this certification, the provider of WIOA services shall attach an explanation to this Agreement.
 3. The provider of WIOA services agrees to sign and abide by the attached "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusions – Lower-Tier Covered Transactions."

C. CERTIFICATION REGARDING LOBBYING – FOR AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The provider of WIOA services hereby certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the provider of WIOA services, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal agreement, grant, loan, or cooperative.
2. If any other than federally-appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal Agreement, grant, loan or cooperative agreement, the provider of WIOA services shall complete and sign a Standard Form–LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The provider of WIOA services shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants and agreements under grants, loans and cooperative agreements,) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, U.S. Code, and section 1352. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D. DRUG-FREE WORKPLACE

The provider of WIOA services certifies that it will provide a drug-free workplace by implementing the provisions of 29 CFR 98.630.

E. NONDISCRIMINATION AND EQUAL OPPORTUNITY REQUIREMENTS OF WIOA (29 CFR PART 38) and (Section 188),

1. The provider of WIOA services assures that it has the ability to and will comply fully with the nondiscrimination and equal opportunity provisions outlined in 29 CFR Part 38 and §

188 of the WIOA of 2014, as amended, including, but not limited to, the following: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; and Title IX of the Education Amendments of 1972.; during the full term of the agreement. The provider of WIOA services understands that the United States has the right to seek judicial enforcement of this assurance.

2. The provider of WIOA services certifies that it has developed and will maintain a "Nondiscrimination Plan" pursuant to 29 CFR 38.54.
3. The provider of WIOA services certifies that during the two (2) years preceding this Agreement, it has incurred no findings of noncompliance with laws or regulations regarding civil rights or discrimination based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, gender identity and transgender status), national origin (including limited English proficiency), age, disability (temporary or permanent), unlawful harassment, political affiliation or belief, citizenship, or participation in WIOA.

F. CONFIDENTIAL INFORMATION AND DATA

The provider of WIOA services understands the necessity to protect all customer information and will establish special precautions to protect it from unauthorized use, access, disclosure, modification and destruction.

G. SIGNATORY AUTHORIZATIONS, DEBARMENT & SUSPENSIONS

The provider of WIOA services offers signatory authorization, and debarment & suspension as attached.

H. FRAUD AND ABUSE INCIDENT REPORTING

The provider of WIOA services acknowledges their responsibility to be alert for incidents of fraud and/or abuse and will comply with all local, state and federal regulations for reporting such incidents, as outlined in FRWDB policy.

I. SUBMISSION OF DOCUMENTATION UPON AWARD

These assurances are made with the full knowledge and consent of the signing agency, and in the event all required documentation is not submitted as required herein the Fresno Area Workforce Investment Corporation (FAWIC), at its option, may recommend termination of agreement to the FRWDB.

Name and Title of Authorized Representative (please print or type):

Sal Quintero
Name

Chairman Fresno County Board of Supervisors
Title

Sal Quintero
Signature:

9-5-2023
Date

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By Hanane Deputy

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower-Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, "Debarment and Suspension," 29 CFR Part 98, Section 98.510, "Participants' Responsibilities." The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

1. The recipient of federal funds certifies the Assurances and Certifications have been read and understood, and that neither it, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

Name and Title of Authorized Representative (please print or type):

Sal Quintero
Name

Chairman Fresno County Board of Supervisors
Title

Sal Quintero
Signature

9-5-2023
Date

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By Hannah Deputy

Fresno Regional Workforce Development Board

2125 Kern Street, Suite 208 • Fresno, Ca 93721 • 559.490.7100 • Fax 559.490.7199 • www.workforce-connection.com

Standard of Conduct

The Service Provider hereby agrees that:

It shall pursue every reasonable course of action in order to maintain the integrity of this expenditure of public funds and to avoid real or apparent favoritism or questionable or improper conduct. It shall perform its duties set forth in this Agreement in an impartial manner and free from illegal personal, financial or political gain. The Service Provider, its executive staff, employees and sub-contractors, in performing its duties pursuant to this Agreement, shall avoid giving the appearance that any decision was influenced by prejudice, bias or special interest.

Without first obtaining prior FRWDB approval, it shall prohibit family members and dependents of its officers or employees from enrolling in a program to receive services to be provided pursuant to this Agreement.

“Family” is defined as individuals related by blood, court decree, or marriage and shall include wife, husband, daughter, son, mother, father, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandmother, grandfather, aunt, uncle, niece, nephew, stepparent, stepchild or dependent.

“Dependent” is defined as an individual who, both currently and during the previous 6 months, has received fifty (50) percent of his/her support from a family member.

It, its staff, subcontractor or assignee will neither create an economic conflict of interest nor solicit or accept money or any other consideration from a third person in exchange for the performance of an act reimbursed in whole or part pursuant to this Agreement.

It will use supplies, materials, equipment or services purchased with Agreement funds solely for purposes allowed under this Agreement.

It will assure that any of its employees who were formerly employed by the FAWIC or FRWDB in a position that enabled them to influence decisions about programs described in this Agreement, will not participate in any part or phase of the activities conducted pursuant to this Agreement for a period of not less than one year following the termination of such employment from the FAWIC or FRWDB, provided it being understood that in any event, the Service Provider may employ, in any capacity, said employees of FAWIC whose employment is terminated due to reduction or loss of funding to, or the organizational restructuring of, FAWIC.

Exhibit D-1

Part 200 Appendix II - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials — A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

Fresno Regional Workforce Development Board

2125 Kern Street, Suite 208 • Fresno, Ca 93721 • 559.490.7100 • Fax 559.490.7199 • www.workforce-connection.com

July 1, 2023

Insurance Requirements

- A. The Service Provider, at its sole cost and expense, shall maintain in full force and effect the following insurance coverage as required under the Agreement at all times during the term of this Agreement:
- Comprehensive/Commercial General Liability insurance, including contractual, products and completed operations coverage and bodily injury and property damage liability insurance, with combined single limits of not less than One Million Dollars (\$1,000,000) naming the Fresno Area Workforce Investment Corporation (FAWIC), Fresno Regional Workforce Development Board (FRWDB) the County of Fresno and the City of Fresno named as additionally insured.
 - Comprehensive Automobile Liability insurance endorsed for "any auto" with combined single limits of not less than One Million Dollars (\$1,000,000) naming the FAWIC, FRWDB the County of Fresno and the City of Fresno named as additionally insured.
 - Directors and Officers (Errors and Omissions) insurance with a limit of liability of not less than One Million Dollars (\$1,000,000) naming the FAWIC, FRWDB the County of Fresno and the City of Fresno named as additionally insured, provided that FAWIC or FRWDB funds shall not be used to acquire insurance policies offering protection against debts established by the federal government.
 - Fidelity Bond in an amount not less than ten percent (10%) of the total of all amounts payable to the Service Provider pursuant to this Agreement but in no event less than Five Thousand Dollars (\$5,000), naming the FAWIC, FRWDB the County of Fresno and the City of Fresno named as co-obligees, provided, however, that if that total amount payable pursuant to this Agreement is less than Five Thousand Dollars (\$5,000), the amount of the bond shall be equal to that total amount.
 - Workers Compensation insurance in accordance with the California Labor Code covering all employees hired or employed under the Agreement for which the Service Provider is the employer of record such as in work experience programs and limited internships.
 - Property Insurance covering direct physical loss or damage to FRWDB property with a limit of liability of not less than the full replacement value of FRWDB property that the Service Provider possesses or maintains during the term of this Agreement, naming the FRWDB as Loss Payee.
 - Self-Insurance If the Service Provider proposes to provide any of the above stated coverage by way self-insurance, it shall address a written request to the FRWDB representing and warranting that:
 1. It agrees to the insurance requirements as stated herein;
 2. It will maintain a minimum reserve not less than one hundred twenty-five percent (125%) of the amount of self-insurance coverage as specified above in excess of all known claims filed against the self-insurance fund of the Service Provider;
 3. The reserve is fully funded: and,
 4. No federal funds awarded or allocated under this agreement will be called upon to fund any losses resulting from any claims made pursuant to this Agreement.
- B. Service Provider must obtain endorsements to the general liability and auto insurance policies, giving the FAWIC, FRWDB the County of Fresno and the City of Fresno an unrestricted thirty (30) day prior written notice of cancellation or change in terms or coverage. The Service Provider will also obtain an endorsement to the workers' compensation policy giving the FAWIC, FRWDB the County of Fresno and the City of Fresno an unrestricted ten (10) day prior written notice of any cancellation or change in terms or coverage.

- C. If a Service Provider's insurance is not in place prior to the effective date and commencement of the term of this Agreement, the Service Provider shall not commence performance hereunder. If any insurance coverage to be provided by the Service Provider expires during the term of this Agreement and the Service Provider fails to obtain new replacement coverage and present to the FAWIC appropriate certificates or endorsements prior to the expiration date of the applicable insurance coverage, the FAWIC may suspend and withhold any payment(s) otherwise due to the Service Provider as of the expiration date. **Service Provider shall suspend performance until it secures and delivers new insurance certificates(s) to the FAWIC.**
- D. If claims-made forms are used for errors and omissions coverage, either;
 - 1. The Service Provider will obtain an endorsement to the policy that provides not less than a two-year discovery period, **or**
 - 2. Will maintain the coverage for at least two years following the termination of the Agreement. The requirements of this section relating to errors and omissions coverage shall survive the termination or expiration of the Service Provider Agreement. Service Provider will deliver a new certificate of insurance to the FAWIC not less than fifteen (15) days prior to the expiration of any policy or immediately upon cancellation of the policy.
- E. The Service Provider shall submit to the FAWIC certificates of general liability and automobile liability insurance naming the FAWIC, FRWDB, the County of Fresno and the City of Fresno, their officers, agents, employees, officials, commissions and volunteers, individually and collectively, as additionally insured (except Workers' Compensation). Further, the Service Provider shall provide to the FAWIC insurance certificates and applicable endorsements for all required insurance. This Agreement shall not be effective or commence until such time that satisfactory proof of all applicable insurance coverage required hereby is received.
- F. The Service Provider shall notify the FAWIC in writing within five (5) working days of any claims that are submitted to their liability insurance involving funds awarded under this Agreement. The Service Provider shall include in any notice it gives to FAWIC pursuant to this subparagraph copies of any reports generated with respect to the incident or claim and any known or estimated financial costs.
- G. The FRWDB reserves the right to require the funded Service Provider to obtain additional insurance coverage should the FRWDB determine that the activities of the Service Provider require additional coverage.
- H. If any coverage is cancelled, revoked, reduced, or in any manner questioned or compromised, no further disbursements shall be made to the Service Provider until the Service Provider provides satisfactory proof that the appropriate coverage has been reinstated.
- I. The Service Provider shall fully comply with the FRWDB procurement policy when acquiring all insurance coverage required hereunder.
- K. All insurance coverage to be established and maintained by Service Provider shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County of Fresno, the City of Fresno, FRWDB, FAWIC or their respective officers, agents or employees shall be excess only and not contributing with insurance provided under the Service Provider's policies required hereby.

CERTIFICATE NUMBER **PROP-5775** **EVIDENCE OF PROPERTY COVERAGE** ISSUE DATE **03/27/2023**

THIS EVIDENCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS EVIDENCE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND ADDITIONAL INTEREST.

| | | | |
|--|---|---|--|
| Public Risk Innovation, Solutions, and Management C/O ALLIANT INSURANCE SERVICES, INC. 18100 VON KARMAN AVENUE, 10TH FLOOR IRVINE, CA 92612 PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861 | COVERAGE AFFORDED A - Public Risk Innovation, Solutions, and Management BY: | | |
| | COVERAGE AFFORDED B - BY: | | |
| MEMBER FRESNO COUNTY ATTN: STEPHEN JOHNSON 2220 TULARE STREET, 16TH FLOOR FRESNO, CA 93721-2108 | TOWER NUMBER VII | MEMORANDUM NUMBER PRISMPR 23-24 | |
| | EFFECTIVE DATE 03/31/2023 | EXPIRATION DATE 03/31/2024 | CONT. UNTIL TERMINATED IF CHECKED <input type="checkbox"/> |
| | THIS REPLACES PRIOR EVIDENCE: | | |

PROPERTY INFORMATION
 LOCATION / DESCRIPTION
 AS RESPECTS AGREEMENT BETWEEN FRESNO COUNTY AND FRESNO REGIONAL WORKFORCE DEVELOPMENT BOARD FOR PROVIDING POST-CONVICTION SERVICES BY AN ATTORNEY.

 FRESNO REGIONAL WORKFORCE DEVELOPMENT BOARD IS NAMED AS LOSS PAYEE AS THEIR INTEREST MAY APPEAR.

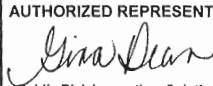
THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED ABOVE HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| COVERAGE INFORMATION | COVERAGE / PERILS / FORMS | AMOUNT OF INSURANCE | |
|----------------------|---|---------------------|--------------------------------|
| | ALL RISK OF DIRECT PHYSICAL LOSS OR DAMAGE, INCLUDING FLOOD. | \$25,000,000 | PER OCC FOR ALL RISK AND |
| | IF SCHEDULED AND PURCHASED, EARTHQUAKE IS INCLUDED AS RESPECTS THIS LOCATION. | \$25,000,000 | ANN AGG FOR FLOOD |
| | REPAIR OR REPLACEMENT COST VALUATION SUBJECT TO MEMORANDUM OF COVERAGE PROVISIONS. | \$25,000,000 | PER OCC/ANN AGG FOR EARTHQUAKE |
| | VEHICLE/BUSES ARE SUBJECT TO ACTUAL CASH VALUE OR REPLACEMENT COST PER SCHEDULE ON FILE WITH PRISM. | | |
| | ALL LIMITS ARE SHARED. | | |

REMARKS (INCLUDING SPECIAL CONDITIONS)
DEDUCTIBLES:
 ALL RISK OF DIRECT PHYSICAL LOSS OR DAMAGE (EXCLUDING FLOOD AND EARTHQUAKE): \$100,000 PER OCCURRENCE AS PER SCHEDULE ON FILE WITH PRISM.
 FLOOD: \$100,000 EXCEPT FOR CRITICAL FLOOD (LOCATIONS IN FEMA FLOOD ZONE A OR V) DEDUCTIBLE IS \$100,000.
 EARTHQUAKE: **IF COVERAGE IS SCHEDULED AND PURCHASED, DEDUCTIBLE APPLIES AS FOLLOWS:**
 5% OF TOTAL INSURABLE VALUES PER UNIT, PER OCCURRENCE, SUBJECT TO \$100,000 MINIMUM PER OCCURRENCE. A DEDUCTIBLE BUYDOWN REDUCES THIS TO 2% OF TOTAL INSURABLE VALUES PER UNIT, PER OCCURRENCE SUBJECT TO TERMS AND CONDITIONS WITHIN THE MEMORANDUM.

 VEHICLES & MOBILE EQUIPMENT: IF COVERAGE IS SCHEDULED AND PURCHASED, DEDUCTIBLE APPLIES PER SCHEDULE ON FILE WITH PRISM.

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

| | |
|---|---|
| ADDITIONAL INTEREST | |
| NAME AND ADDRESS FRESNO REGIONAL WORKFORCE DEVELOPMENT BOARD 2125 KERN ST., SUITE 208 FRESNO, CA 93721 | NATURE OF INTEREST <input type="checkbox"/> MORTGAGEE <input checked="" type="checkbox"/> LOSS PAYEE <input type="checkbox"/> (OTHER) |
| AUTHORIZED REPRESENTATIVE  Public Risk Innovation, Solutions, and Management | |

ENDORSEMENT NO. U-7

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT (PRISM) PROPERTY PROGRAM

LENDER'S LOSS PAYABLE ENDORSEMENT

It is understood and agreed by **PRISM** that:

1. **Loss** or damage, if any, under this Memorandum, shall be paid to the payee named in this Memorandum, its successors and assigns, hereinafter referred to as the **lender**, in whatever form or capacity its interests may appear and whether said interest be vested in said **lender** in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said **lender**.
2. The coverage under this Memorandum, or any rider or endorsement attached thereto, as to the interest only of the **lender**, its successors and assigns, shall not be invalidated nor suspended:
 - A. By any error, omission, or change respecting the ownership, description, possession, or location of the subject of the coverage or the interest therein, or the title thereto;
 - B. By the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this Memorandum by virtue of any mortgage or trust deed; or
 - C. By any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this Memorandum, including any and all riders now or hereafter attached thereto, by the **covered party**, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a **loss**, which under the provisions of this Memorandum of coverage or of any rider or endorsement attached thereto would invalidate or suspend the coverage as to the **covered party**, excluding any acts or omissions of the **lender** while exercising active control and management of the property.
3. In the event of failure of the **covered party** to pay any premium or additional premium which shall be or become due under the terms of this Memorandum or on account of any change in occupancy or increase in hazard not permitted by this Memorandum, PRISM agrees to give written notice to the **lender** of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the **lender** hereunder that the **lender** when so notified in writing by PRISM of the failure of the **covered party** to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of PRISM's demand in writing therefore. If the **lender** shall decline to pay said premium or additional premium, the rights of the **lender** under this lender's **loss** payable endorsement shall not be terminated before ten (10) days after receipt of said written notice by the **lender**.
4. Whenever PRISM shall pay to the **lender**, any sum for **loss** or damage under this Memorandum and shall claim that as to the **covered party** no liability therefore exists, this Memorandum, at its option, may pay to the **lender** the whole principal sum and interest and other indebtedness due or to become due from the **covered party**, whether secured or unsecured, (with refund of all interest not accrued), and PRISM, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.

5. If there be any other coverage upon the described property, PRISM shall be liable under this Memorandum as to the **lender** for the proportion of such **loss** or damage that the sum hereby covered bears to the entire coverage of similar character on said property under policies held by, payable to and expressly consented to by the **lender**. Any contribution clause included in any fallen building clause waiver or any extended coverage endorsement attached to this Memorandum is hereby nullified except contribution clauses for the compliance with which the **covered party** has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such contribution clause is made a part of the consideration for covering such other hazards. The **lender** upon the payment to it of the full amount of its claim, will subrogate PRISM (pro rata with all other insurers/coverage provides contributing to said payment) to all of the lender's rights of contribution under said other insurance of contribution under said other insurance.
6. Should legal title to and beneficial ownership of any of the property covered under this Memorandum become vested in the **lender** or its agents, coverage under this Memorandum shall continue for the term thereof for the benefit of the **lender** but, in such event, any privileges granted by this lender's **loss** payable endorsement which are not also granted the **covered party** under the terms and conditions of this Memorandum and/or under other riders or endorsements attached thereto shall not apply to the coverage. hereunder as respects such property.
7. All notices herein provided to be given by PRISM to the **lender** in connection with this Memorandum and this lender's **lender** payable endorsement shall be mailed to or delivered to the **lender** at its office or branch described on the first page of this Memorandum.

It is further agreed that nothing herein shall act to increase PRISM's **Limit of Liability**.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged

Effective Date:

Memorandum No.: PRISMPR 23-24

Issue Date: March 27, 2023



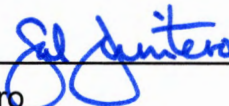
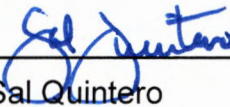
Authorized Representative
Public Risk Innovation, Solutions, and Management

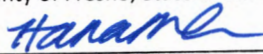
SIGNATORY AUTHORIZATION

I HEREBY CERTIFY THAT Sal Quintero, Chairman Fresno County Board of Supervisors,
(Name & Title)

IS AUTHORIZED TO SUBMIT PROPOSALS FOR, AND BY VIRTUE OF HIS/HER SIGNATURE, BIND
County of Fresno
(Organization Name)

TO CONTRACTUAL AGREEMENTS FOR THE PERIOD
July 1, 2023 THROUGH June 30, 2024.

| | |
|--|--|
| Signature of Governing Body Official & Date Signed: |  9-5-2023 |
| Typed Name: | Sal Quintero |
| Title: | Chairman Fresno County Board of Supervisors |
| Signature of Official Authorized Above & Date Signed: |  9-5-2023 |
| Typed Name: | Sal Quintero |
| Title: | Chairman Fresno County Board of Supervisors |
| Note: Should circumstances require a change in the above, a new signatory authorization shall be completed and forwarded to FRWDB. Failure to provide the information above may result in the disqualification of your proposal. | |

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California
By  Deputy