

**AGREEMENT BETWEEN THE
FRESNO ECONOMIC OPPORTUNITIES COMMISSION AND
FRESNO COUNTY PUBLIC DEFENDER'S OFFICE**

PREAMBLE: Fresno Economic Opportunities Commission (Fresno EOC), Local Conservation Corps (LCC) CORPS program, and the County of Fresno, through its Public Defender's Office (Public Defender), recognize their mutual mission and goals in support of serving low-income young adults, 18-25, in the LCC vocational training program (corpsmembers/cm's), on their road to self-sufficiency. Both parties believe this goal can best be accomplished by maintaining a strong collaborative relationship. In entering into this Agreement, each party agrees to work collaboratively to achieve the goals set forth herein, and the goals of the California Community Reinvestment Grant Program (Cal-CRG), funded through the Governor's Office of Business and Economic Development (GO-Biz).

I. GENERAL RESPONSIBILITIES

In support of California Community Reinvestment Grant (Cal-CRG), the Public Defender agrees to:

1. Provide legal services and education for young adults, ages 18-25, enrolled in the LCC's vocational training program at the LCC home base, located at 1805 E. California Ave, Fresno, Ca, 93706.
2. Provide legal services presentations, including, terminations of probation, and sealing records in pro per, at LCC's monthly Mental Toughness Orientation (MTO).
3. Work with the Cal-CRG Specialist, LCC Program Managers, and LCC Transitional Support Advisors (TSA's) in monitoring the progress of LCC corpsmembers.
4. Provide feedback and suggest a course of action for LCC corpsmembers experiencing legal barriers to employment to the LCC Cal-CRG Specialist, TSA's and Program Managers.
5. Maintain case notes and report progress of corpsmembers on the following to the Cal-CRG Specialist and Cal-CRG Evaluator on a quarterly basis; reductions in number of contacts with legal system, reduction in felonies, and expungements.
6. Provide legal services awareness training to LCC program staff and YouthBuild Charter High School staff.

In support of Department of California Community Reinvestment Grant (Cal-CRG), Fresno EOC agrees to:

1. Provide access to meeting space at the LCC for individual and group legal counseling sessions.
2. Ensure Public Defender is informed of upcoming LCC Mental Toughness Orientation (MTO) dates and times for scheduling purposes.
3. Ensure Cal-CRG Specialist refers clients to Public Defender, following consultation with LCC Program Management and TSA's.
4. Participate in bi-weekly partner meetings between Cal-CRG Specialist and program partners in order to discuss corpsmembers receiving services under the Cal-CRG program.
5. Provide access to LCC copiers and printers for documenting corpsmember records.
6. Ensure that all data and information needed for submission on a quarterly basis is provided to the LCC Cal-CRG Evaluator in a timely manner.
7. General administrative support for the program.

II. TERM OF AGREEMENT

- A. Effective Date.** This Agreement shall commence on the date in 2020 upon which it is fully executed by the parties, which is listed on Page 4 of this Agreement, and shall cover the two years of the Cal-CRG grant period expiring September 30, 2021. This Agreement is subject to termination during the term or any renewal, as set forth Section II(E) of this Agreement.
- B. Financial Matters.** Fresno EOC shall distribute to Public Defender a total amount not to exceed \$60,000, for the two years of the Cal-CRG grant, to directly support costs associated with legal services provided to LCC students. Public Defender shall submit invoices to Fresno EOC within ten (10) business days of the time that services are provided, beginning January 2020. Following receipt of such an invoice, Fresno EOC shall issue reimbursement to Public Defender at 2135 Fresno St, Ste 100, Fresno CA 93721 within 45 days.
- C. Modification.** Any amendment or modification of this Agreement must be in writing, and executed by duly authorized representatives of the parties, specifically indicating the intent of the parties to modify this Agreement. Unless otherwise agreed, all modifications and amendments of this Agreement shall take effect in the grant year following the current grant year of this Agreement.
- D. Termination.** Either party may terminate this Agreement for any reason as of the end of the then-current grant year, by providing 30 days' written notice to the other party. If either Fresno EOC or Public Defender fails to comply with any of the terms of this Agreement, the breaching party shall have 10 working days to cure the breach. In the absence of a satisfactory cure, Fresno EOC or Public Defender may discontinue operations upon written notice of at least 30 days. If the terms of this Agreement create any threat to student or staff safety, either party may terminate this Agreement immediately.

III. OTHER PROVISIONS

- A. Insurance and Risk Management.** Each party, at its own expense, shall obtain and maintain in force during the term of this Agreement, comprehensive general liability insurance coverage in an amount not less than \$2,000,000 per occurrence and an annual aggregate of \$4,000,000 for bodily injury, property damage, and personal injury arising out of its alleged or actual omission, act or negligence in the performance or failure to perform its obligations under this Agreement. Each party shall, at its own expense, obtain a policy of Worker's Compensation insurance as may be required by the California Labor Code. Neither the existence of any of the insurance coverages required under this Agreement, nor the minimum coverage limits specified herein with respect to any such coverages, shall be deemed to limit or restrict in any way a party's liability arising under this Agreement.
- B. Jurisdiction; Governing Law.** The parties agree that for all mediation or other legal action, the exclusive jurisdiction shall be Fresno County, State of California. This Agreement shall be governed by the laws of the State of California, without regard to conflicts of law principals.
- C. Severability.** If any provision or any part of this Agreement is for any reason held to be invalid and/or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby, and shall remain valid and fully enforceable.
- D. Notice.** The persons and their addresses having authority to give and receive notices under this Agreement include the following:

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To Fresno County Economic Opportunities Commission at:

**Chief Executive Officer
Fresno Economic Opportunities Commission (FEOC)
1920 Mariposa Mall, Suite 300
Fresno, CA 93721
(559) 263-1000**

To Fresno County Public Defender's Office at:

**Public Defender
Fresno County Public Defender's Office
2135 Fresno Street, Suite 100
Fresno, CA 93721
(559) 600-3546**

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

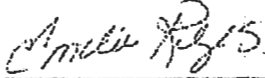
- E. Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the parties with the respect to the subject matter of this Agreement. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement representation or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements or promises by any of the parties herein or any of their agents or consultants except as may be expressly set forth in this Agreement.
- F. Records and Audits.** Fresno EOC and Public Defender shall both maintain accurate records as required within each agency, and will retain these records for a minimum of seven years. Each party shall make available for inspection to the other party, during business hours, all of its records and data pertaining to the subjects of this Agreement. Each party shall also comply with all applicable laws, codes and regulations governing the storage, use and/or disclosure of family records, and other information of a personal or confidential nature. If this Agreement exceeds ten thousand dollars (\$10,000.00), the records of both parties shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under contract (Government Code Section 8546.7).
- G. No License Granted.** No licenses, expressed or implied, under any copyrights are granted hereunder. All brochures, programs, publications, documents, concepts, ideas, techniques or other work product developed by each party shall be the exclusive property of that party.

H. **Independent Contractor Status.** Fresno EOC and Public Defender, and their trustees or directors, officers, agents and employees shall act in independent capacities, and not as trustees or directors, officers, employees and agents of the other party in the performance of this Agreement.

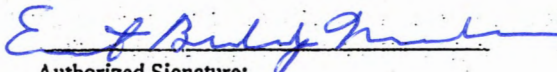
I. **Mutual Indemnification.** With respect to its operations under this Agreement, Public Defender shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless Fresno EOC its affiliates and their respective officers, directors, and employees from and against any and all claims, demands, actions, suits and losses, arising out of the actions of Public Defender or any of its employees, officers, agents, including injury to any persons, including death or damage to any property caused by, connected with, or attributable to the willful misconduct or negligent acts, errors or omissions of Public Defender or its officers, employees, agents and consultants under this Agreement, excepting only that portion of those claims, demands, actions, suits, losses, liability expenses and costs caused in whole or in part by the negligence or willful misconduct of Fresno EOC, its officers, directors and employees.

With respect to its operations under this Agreement, Fresno EOC shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless Public Defender and the County of Fresno from and against any and all claims, demands, actions, suits, and losses, arising out of the actions of Fresno EOC or any of its employees, officers, agents, including injury to any persons, including death or damage to any property caused by, connected with, or attributable to the willful misconduct or negligent acts, errors or omissions of Fresno EOC or its officers, employees, agents, and consultants under this Agreement, excepting only that portion of those claims, demands, actions, suits, losses, liability expenses and costs caused in whole or in part by the negligence or willful misconduct of Public Defender.

This Agreement is entered into the 28th Day of April, 2020



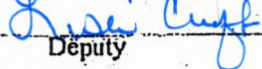
Authorized Signature:
Emilia Reyes, Chief Executive Officer
Fresno Economic Opportunities Commission



Authorized Signature:
Ernest Buddy Mendes, Chairman of
the Board of Supervisors of the County of Fresno

Date: 04/07/20

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

By: 
Deputy