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SERVICE AGREEMENT

This Service Agreement (“Agreement”) is dated June 18, 2024 and is between California State University, Fresno Foundation, a California Nonprofit corporation (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. The County, through its Department of Public Health (DPH), has a need for skill-building training, as well as other similar trainings. Other County departments have expressed interest and may have the need to procure similar trainings from Contractor.

B. The Contractor has an entire catalog of professional training programs offered to community agencies, businesses, and organizations. These trainings are provided by certified instructors and include the Gallup Clifton StrengthFinders. The parties desire to proceed with services according to the terms stated below.

C. DPH called three local educational institutions and only Contractor responded in the affirmative that they offer the Gallup Clifton StrengthFinders. Contractor also has similar trainings that are tailored toward DPH’s needs.

The parties therefore agree as follows:

Article 1

Contractor’s Services

1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled “Scope of Services.”

1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

1.4 **Compliance with Grantor Requirements.** The Contractor recognizes that County and DPH operates a Workforce Development Program, as well as other similar programs which

1 may include use of Federal or State grant funds, and that the use of these funds imposes
2 certain requirements on the County and its subcontractors. The Contractor shall adhere to all
3 Federal and State laws and requirements including those identified as Exhibit B.

4 **Article 2**

5 **County's Responsibilities**

6 2.1 The County shall provide ready and able staff to receive Contractor's training.

7 2.2 The County shall make a good faith effort to fill the trainings offered by the
8 Contractor.

9 **Article 3**

10 **Compensation, Invoices, and Payments**

11 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
12 the performance of its services under this Agreement as described in this section.

13 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor
14 under this Agreement is Two Hundred Thousand Dollars and 00/100 (\$200,000), commencing
15 as of the Agreement effective date, for the entire term of the Agreement including any
16 extensions.

17 3.3 Each participating County Department shall be responsible for compensation paid to
18 Contractor for the training sessions provided to their respective staff. Training rates for each
19 session are based on training content, length and material provided.

20 3.4 Each training and cost must be expressly approved by Director of Public Health or
21 Designee or other participating Department designee.

22 3.5 The Contractor acknowledges that the County is a local government entity, and does
23 so with notice that the County's powers are limited by the California Constitution and by State
24 law, and with notice that the Contractor may receive compensation under this Agreement only
25 for services performed according to the terms of this Agreement and while this Agreement is in
26 effect, and subject to the maximum amount payable under this section. The Contractor further
27 acknowledges that County employees have no authority to pay the Contractor except as
28 expressly provided in this Agreement.

1 **Article 5**

2 **Notices**

3 5.1 **Contact Information.** The persons and their addresses having authority to give and
4 receive notices provided for or permitted under this Agreement include the following:

5 **For the County:**

6 Director, Department of Public Health
7 County of Fresno
8 P.O. Box 11867
9 Fresno, CA 93775
10 DPHContracts@fresnocountyca.gov

11 **For the Contractor:**

12 Associate Director, Post Award Administration
13 Linda Christian
14 4910 North Chestnut Avenue
15 Fresno, CA 93726-1852
16 lindacar@mail.fresnostate.edu

17 5.2 **Change of Contact Information.** Either party may change the information in section
18 5.1 by giving notice as provided in section 5.3.

19 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided
20 for or permitted under this Agreement must be in writing, state that it is a notice provided under
21 this Agreement, and be delivered either by personal service, by first-class United States mail, by
22 an overnight commercial courier service, or by Portable Document Format (PDF) document
23 attached to an email.

24 (A) A notice delivered by personal service is effective upon service to the recipient.

25 (B) A notice delivered by first-class United States mail is effective three County
26 business days after deposit in the United States mail, postage prepaid, addressed to the
27 recipient.

28 (C) 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.

1 (D) A notice delivered by telephonic facsimile transmission or by PDF document
2 attached to an email is effective when transmission to the recipient is completed (but, if
3 such transmission is completed outside of County business hours, then such delivery is
4 deemed to be effective at the next beginning of a County business day), provided that
5 the sender maintains a machine record of the completed transmission.

6 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
7 nothing in this Agreement establishes, waives, or modifies any claims presentation
8 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
9 of Title 1 of the Government Code, beginning with section 810).

10 **Article 6**

11 **Termination and Suspension**

12 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
13 contingent on the approval of funds by the appropriating government agency. If sufficient funds
14 are not allocated, then the County, upon at least 30 days' advance written notice to the
15 Contractor, may:

16 (A) Modify the services provided by the Contractor under this Agreement; or

17 (B) Terminate this Agreement.

18 6.2 **Termination for Breach.**

19 (A) Upon determining that a breach (as defined in paragraph (C) below) has
20 occurred, the County may give written notice of the breach to the Contractor. The written
21 notice may suspend performance under this Agreement, and must provide at least 30
22 days for the Contractor to cure the breach.

23 (B) If the Contractor fails to cure the breach to the County's satisfaction within the
24 time stated in the written notice, the County may terminate this Agreement immediately.

25 (C) For purposes of this section, a breach occurs when, in the determination of the
26 County, the Contractor has:

27 (1) Obtained or used funds illegally or improperly;

28 (2) Failed to comply with any part of this Agreement;

- 1 (3) Submitted a substantially incorrect or incomplete report to the County; or
2 (4) Improperly performed any of its obligations under this Agreement.

3 **6.3 Termination without Cause.** In circumstances other than those set forth above, the
4 County may terminate this Agreement by giving at least 30 days advance written notice to the
5 Contractor.

6 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
7 under this Article 6 is without penalty to or further obligation of the County.

8 **6.5 County's Rights upon Termination.** Upon termination for breach under this Article
9 6, the County may demand repayment by the Contractor of any monies disbursed to the
10 Contractor under this Agreement that, in the County's sole judgment, were not expended in
11 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
12 demand. This section survives the termination of this Agreement.

13 **Article 7**

14 **Funding Source**

15 **7.1 Services Funding Source.** Funding for these services is provided by Future of
16 Public Health grant funds through the California Department of Public Health and various other
17 funding streams made available, including State of California or United States government grant
18 funds.

19 **Article 8**

20 **Federal Funding Terms and Conditions**

21 **8.1 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary**
22 **Exclusion-Lower Tier Covered Transactions.**

23 (A) County and Contractor recognize that Contractor is a recipient of Federal funds
24 under the terms of this Agreement. By signing this Agreement, Contractor agrees to
25 comply with applicable Federal suspension and debarment regulations, including but not
26 limited to: 7 CFR 3016.35, 29 CFR 97.35, 45 CFR 92.35, and Executive Order 12549.
27 By signing this Agreement, Contractor attests to the best of its knowledge and belief,
28 that it and its principals:

- 1 (1) Are not presently debarred, suspended, proposed for debarment, declared
2 ineligible, or voluntarily excluded by any Federal department or agency; and
3 (2) Shall not knowingly enter into any covered transaction with an entity or
4 person who is proposed for debarment under Federal regulations, debarred,
5 suspended, declared ineligible, or voluntarily excluded from participation in
6 such transaction.

7 (B) Contractor shall provide immediate written notice to County if at during any time
8 during the term of this Agreement Contractor learns that the representations it makes
9 above were erroneous when made or have become erroneous by reason of changed
10 circumstances.

11 (C) Contractor shall include a clause titled, "Certification Regarding Debarment,
12 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions"
13 and similar in nature to this paragraph in all lower tier covered transactions and it all
14 solicitations for lower tier covered transactions.

15 (D) Contractor shall, prior to soliciting or purchasing goods and services in excess of
16 \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension
17 and debarment status at <https://sam.gov/SAM/>.

18 **8.2 Property of County.** Contractor agrees to take reasonable and prudent steps to
19 ensure the security of any and all said hardware and software provided to it by County under
20 this Agreement, to maintain replacement-value insurance coverages on said hardware and
21 software of like kind and quality approved by County.

22 All purchases over Five Thousand Dollars (\$5,000) made during the life of this Agreement
23 that will outlive the life of this Agreement shall be identified as fixed assets with an assigned
24 Fresno County Department of Public Health (DPH) Accounting Inventory Number. These fixed
25 assets shall be retained by County, as County property, in the event this Agreement is
26 terminated or upon expiration of this Agreement. Contractor agrees to participate in an annual
27 inventory of all County fixed assets and shall be physically present when fixed assets are
28 returned to County possession at the termination or expiration of this Agreement. Contractor is

1 responsible for returning to County all County owned fixed assets upon the expiration or
2 termination of this Agreement.

3 **8.3 Prohibition on Publicity.** None of the funds, materials, property or services
4 provided directly or indirectly under this Agreement shall be used for Contractor’s advertising,
5 fundraising, or publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the
6 purpose of self-promotion. Notwithstanding the above, publicity of the services described in
7 Paragraph One (1) of this Agreement shall be allowed as necessary to raise public awareness
8 about the availability of such specific services when approved in advance by the County’s DPH
9 Director or designee for such items as written/printed materials, the use of media (i.e., radio,
10 television, newspapers) and any other related expense(s).

11 **8.4 Conflict of Interest.** No officer, employee or agent of the County who exercises any
12 function or responsibility for planning and carrying out of the services provided under this
13 Agreement shall have any direct or indirect personal financial interest in this Agreement. In
14 addition, no employee of the County shall be employed by the Contractor under this Agreement
15 to fulfill any contractual obligations with the County. Contractor shall comply with all Federal,
16 State of California and local conflict of interest laws, statutes and regulations, which shall be
17 applicable to all parties and beneficiaries under this Agreement and any officer, employee or
18 agent of the County.

19 **8.5 Change of Leadership/Management.** In the event of any change in the status of
20 Contractor’s leadership or management, Contractor shall provide written notice to County within
21 thirty (30) days from the date of change. Such notification shall include any new leader or
22 manager’s name, address and qualifications. “Leadership or management” shall include any
23 employee, member, or owner of Contractor who either a) directs individuals providing services
24 pursuant to this Agreement, b) exercises control over the manner in which services are
25 provided, or c) has authority over Contractor’s finances.

26 **8.6 Lobbying Activity.** None of the funds provided under this Agreement shall be used
27 for publicity, lobbying or propaganda purposes designed to support or defeat legislation pending
28 in the Congress of the United States of America or the Legislature of the State of California.

1 8.7 **State Energy Conservation.** Contractor must comply with the mandatory standards
2 and policies relating to energy efficiency, which are contained in the State Energy Conservation
3 Plan issued in compliance with 42 United States (US) Code sections 6321, et. seq.

4 8.8 **Clean Air and Water.** In the event the funding under this Agreement exceeds One
5 Hundred Fifty Thousand and No/100 Dollars (\$150,000), Contractor shall comply with all
6 applicable standards, orders or requirements issued under the Clean Air Act contained in 42
7 U.S. Code 7601 et seq; the Clean Water Act contained in U.S. Code 1368 et seq.; and any
8 standards, laws and regulations, promulgated thereunder. Under these laws and regulations,
9 Contractor shall assure:

10 (A) No facility shall be utilized in the performance of the Agreement that has been
11 listed on the Environmental Protection Agency (EPA) list of Violating Facilities;

12 (B) County shall be notified prior to execution of this Agreement of the receipt of any
13 communication from the Director, Office of Federal Activities, U.S. EPA indicating that a
14 facility to be utilized in the performance of this Agreement is under consideration to be
15 listed on the EPA list of Violating Facilities;

16 (C) County and U.S. EPA shall be notified about any known violation of the above
17 laws and regulations; and,

18 (D) This assurance shall be included in every nonexempt subgrant, contract, or
19 subcontract.

20 8.9 **Audits and Inspections.** The Contractor shall at any time during business hours,
21 and as often as the County may deem necessary, make available to the County for examination
22 all of its records and data with respect to the matters covered by this Agreement. The
23 Contractor shall, upon request by the County, permit the County to audit and inspect all of such
24 records and data necessary to ensure Contractor's compliance with the terms of this
25 Agreement.

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

1 In addition, Contractor shall cooperate and participate with County's fiscal review process
2 and comply with all final determinations rendered by the County's fiscal review process. If
3 County reaches an adverse decision regarding Contractor's services to consumers, it may result
4 in the disallowance of payment for services rendered; or in additional controls to the delivery of
5 services, or in the termination of this Agreement, at the discretion of County's DPH Director or
6 designee. If as a result of County's fiscal review process a disallowance is discovered due to
7 Contractor's deficiency, Contractor shall be financially liable for the amount previously paid by
8 County to Contractor and this disallowance will be adjusted from Contractor's future payments,
9 at the discretion of County's DPH Director or designee. In addition, County shall have the sole
10 discretion in the determination of fiscal review outcomes, decisions and actions.

11 **8.10 Single Audit Clause.**

12 (A) If Contractor expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more
13 Federal and Federal flow-through monies, Contractor agrees to conduct an annual audit
14 in accordance with the requirements of the Single Audit Standards as set forth in Office
15 of Management and Budget (OMB) Title 2 of the Code of Federal Regulations, Chapter
16 II, Part 200. Contractor shall submit said audit and management letter to County. The
17 audit must include a statement of findings or a statement that there were no findings. If
18 there were negative findings, Contractor must include a corrective action plan signed by
19 an authorized individual. Contractor agrees to take action to correct any material non-
20 compliance or weakness found as a result of such audit. Such audit shall be delivered
21 to County's DPH Administration for review within nine (9) months of the end of any fiscal
22 year in which funds were expended and/or received for the program. Failure to perform
23 the requisite audit functions as required by this Agreement may result in County
24 performing the necessary audit tasks, or at the County's option, contracting with a public
25 accountant to perform said audit, or, may result in the inability of County to enter into
26 future agreements with the Contractor.

1 (B) A single audit report is not applicable if all Contractor's Federal contracts do not
2 exceed the Seven Hundred Fifty Thousand Dollars (\$750,000) requirement or
3 Contractor's federal funding is through Drug Medi-Cal.

4 **Article 9**

5 **Confidentiality**

6 9.1 **Confidentiality.** All services performed by the Contractor under this Agreement
7 shall be in strict conformance with all applicable Federal, State of California and/or local laws
8 and regulations relating to confidentiality.

9 **Article 10**

10 **Independent Contractor**

11 10.1 **Status.** In performing under this Agreement, the Contractor, including its officers,
12 agents, employees, and volunteers, is at all times acting and performing as an independent
13 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
14 venturer, partner, or associate of the County.

15 10.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
16 manner or method of the Contractor's performance under this Agreement, but the County may
17 verify that the Contractor is performing according to the terms of this Agreement.

18 10.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no
19 right to employment rights or benefits available to County employees. The Contractor is solely
20 responsible for providing to its own employees all employee benefits required by law. The
21 Contractor shall save the County harmless from all matters relating to the payment of
22 Contractor's employees, including compliance with Social Security withholding and all related
23 regulations.

24 10.4 **Services to Others.** The parties acknowledge that, during the term of this
25 Agreement, the Contractor may provide services to others unrelated to the County.
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1 **Article 11**

2 **Indemnity and Defense**

3 11.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the
4 County (including its officers, agents, employees, and volunteers) against all claims, demands,
5 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
6 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to
7 the performance or failure to perform by the Contractor (or any of its officers, agents,
8 subcontractors, or employees) under this Agreement. The County may conduct or participate in
9 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
10 defend the County.

11 11.2 **Survival.** This Article 11 survives the termination of this Agreement.

12 **Article 12**

13 **Insurance**

14 12.1 The Contractor shall comply with all the insurance requirements in Exhibit C to this
15 Agreement.

16 **Article 13**

17 **Inspections, Audits, and Public Records**

18 13.1 **Inspection of Documents.** The Contractor shall make available to the County, and
19 the County may examine at any time during business hours and as often as the County deems
20 necessary, all of the Contractor's records and data with respect to the matters covered by this
21 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
22 request by the County, permit the County to audit and inspect all of such records and data to
23 ensure the Contractor's compliance with the terms of this Agreement.

24 13.2 **State Audit Requirements.** If the compensation to be paid by the County under this
25 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
26 California State Auditor, as provided in Government Code section 8546.7, for a period of three
27 years after final payment under this Agreement. This section survives the termination of this
28

1 Agreement. Additional Federal audit requirements may apply if any portion of the compensation
2 to be paid by the County under this Agreement is also provided by Federal funding.

3 **13.3 Public Records.** The County is not limited in any manner with respect to its public
4 disclosure of this Agreement or any record or data that the Contractor may provide to the
5 County. The County's public disclosure of this Agreement or any record or data that the
6 Contractor may provide to the County may include but is not limited to the following:

7 (A) The County may voluntarily, or upon request by any member of the public or
8 governmental agency, disclose this Agreement to the public or such governmental
9 agency.

10 (B) The County may voluntarily, or upon request by any member of the public or
11 governmental agency, disclose to the public or such governmental agency any record or
12 data that the Contractor may provide to the County, unless such disclosure is prohibited
13 by court order.

14 (C) This Agreement, and any record or data that the Contractor may provide to the
15 County, is subject to public disclosure under the Ralph M. Brown Act (California
16 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

17 (D) This Agreement, and any record or data that the Contractor may provide to the
18 County, is subject to public disclosure as a public record under the California Public
19 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning
20 with section 6250) ("CPRA").

21 (E) This Agreement, and any record or data that the Contractor may provide to the
22 County, is subject to public disclosure as information concerning the conduct of the
23 people's business of the State of California under California Constitution, Article 1,
24 section 3, subdivision (b).

25 (F) Any marking of confidentiality or restricted access upon or otherwise made with
26 respect to any record or data that the Contractor may provide to the County shall be
27 disregarded and have no effect on the County's right or duty to disclose to the public or
28 governmental agency any such record or data.

1 “Self-Dealing Transaction Disclosure Form” (Exhibit D to this Agreement) and submitting it to
2 the County before commencing the transaction or immediately after.

3 14.3 **Definition.** “Self-dealing transaction” means a transaction to which the Contractor is
4 a party and in which one or more of its directors, as an individual, has a material financial
5 interest.

6 **Article 15**

7 **General Terms**

8 15.1 **Modification.** Except as provided in Article 6, “Termination and Suspension,” this
9 Agreement may not be modified, and no waiver is effective, except by written agreement signed
10 by both parties. Notwithstanding the above, changes to object levels in the budget, that do not
11 exceed ten percent (10%) of the maximum compensation payable to the Contractor, may be
12 made with the written approval of the County’s Department of Public Health Director, or
13 designee. The ten percent (10%) budget modification maximum applies to the cumulative
14 adjustments made through the life of the Agreement. Additionally, said budget changes shall
15 not result in any change to the maximum compensation amount payable to Contractor, nor shall
16 it reduce the delivery of services or significantly modify the scope of the services originally
17 intended and approved under this Agreement, as stated herein. The Contractor acknowledges
18 that County employees have no authority to modify this Agreement except as expressly
19 provided in this Agreement.

20 15.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
21 under this Agreement without the prior written consent of the other party.

22 15.3 **Governing Law.** The laws of the State of California govern all matters arising from
23 or related to this Agreement.

24 15.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
25 County, California. Contractor consents to California jurisdiction for actions arising from or
26 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
27 brought and maintained in Fresno County.

1 15.5 **Construction.** The final form of this Agreement is the result of the parties' combined
2 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
3 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
4 against either party.

5 15.6 **Days.** Unless otherwise specified, "days" means calendar days.

6 15.7 **Headings.** The headings and section titles in this Agreement are for convenience
7 only and are not part of this Agreement.

8 15.8 **Severability.** If anything in this Agreement is found by a court of competent
9 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
10 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
11 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
12 intent.

13 15.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
14 not unlawfully discriminate against any employee or applicant for employment, or recipient of
15 services, because of race, religious creed, color, national origin, ancestry, physical disability,
16 mental disability, medical condition, genetic information, marital status, sex, gender, gender
17 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
18 all applicable State of California and federal statutes and regulation.

19 15.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
20 of the Contractor under this Agreement on any one or more occasions is not a waiver of
21 performance of any continuing or other obligation of the Contractor and does not prohibit
22 enforcement by the County of any obligation on any other occasion.

23 15.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
24 between the Contractor and the County with respect to the subject matter of this Agreement,
25 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
26 publications, and understandings of any nature unless those things are expressly included in
27 this Agreement. If there is any inconsistency between the terms of this Agreement without its
28 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving

1 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
2 exhibits.

3 15.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
4 create any rights or obligations for any person or entity except for the parties.

5 15.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

6 (A) The Contractor is duly authorized and empowered to sign and perform its
7 obligations under this Agreement.

8 (B) The individual signing this Agreement on behalf of the Contractor is duly
9 authorized to do so and his or her signature on this Agreement legally binds the
10 Contractor to the terms of this Agreement.

11 *[Under the County's Electronic/Digital Signature Policy, which the Board approved by*
12 *Resolution No. 20-314, the "Electronic Signatures" section below is optional and may be omitted*
13 *if the Department does not wish to use it.]*

14 15.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
15 electronic signature as provided in this section.

16 (A) An "electronic signature" means any symbol or process intended by an individual
17 signing this Agreement to represent their signature, including but not limited to (1) a
18 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
19 electronically scanned and transmitted (for example by PDF document) version of an
20 original handwritten signature.

21 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
22 equivalent to a valid original handwritten signature of the person signing this Agreement
23 for all purposes, including but not limited to evidentiary proof in any administrative or
24 judicial proceeding, and (2) has the same force and effect as the valid original
25 handwritten signature of that person.

26 (C) The provisions of this section satisfy the requirements of Civil Code section
27 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
28 Part 2, Title 2.5, beginning with section 1633.1).

1 (D) Each party using a digital signature represents that it has undertaken and
2 satisfied the requirements of Government Code section 16.5, subdivision (a),
3 paragraphs (1) through (5), and agrees that each other party may rely upon that
4 representation.

5 (E) This Agreement is not conditioned upon the parties conducting the transactions
6 under it by electronic means and either party may sign this Agreement with an original
7 handwritten signature.

8 15.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
9 original, and all of which together constitute this Agreement.

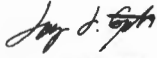
10 [SIGNATURE PAGE FOLLOWS]

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1 The parties are signing this Agreement on the date stated in the introductory clause.

2 CALIFORNIA STATE UNIVERSITY,
3 FRESNO FOUNDATION

COUNTY OF FRESNO

4 



5 Joy J. Goto, Ph.D,
6 Interim Dean of Research and Graduate
7 Studies

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

8 

Debbie Adishian-Astone (May 24, 2024 12:11 PDT)
9 Deborah S. Adishian-Astone,
10 Executive Director

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

By: 
Deputy

11 4910 North Chestnut Avenue
12 Fresno, CA 93726-1852

13 For accounting use only:

14 Org No.: 56201508
15 Account No.: 7295
16 Fund No.: 0001
17 Subclass No.: 10000
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Exhibit A

Scope of Services

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Contractor agrees to provide the following:

- A. Skill-building training, including Clifton StrengthFinders based on County's needs,
- B. Materials for offered trainings,
- C. Facilities for trainings, and
- D. General overhead required for trainings.

Exhibit B

1 FoPH funding and reporting requirements that County and its subcontractors must
2 adhere to are available at [Future of Public Health Funding FY 2023–24 – FY 2025–26 – June](#)
3 [30, 2023 \(ca.gov\)](#).

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Exhibit C

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

The Contractor may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, CA 93775, Attention: Contracts Section – 6th Floor, or email,

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DPHContracts@fresnocountyca.gov, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for

Exhibit C

all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

Exhibit D

Self-Dealing Transaction Disclosure Form

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

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

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

Instructions

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

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit D

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