

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is dated August 22, 2023 and is between FRESNO ECONOMIC OPPORTUNITIES, INC, a California non-profit corporation, (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. On May 15, 2017, the Fresno County’s Community Corrections Partnership Executive Committee (CCP) was initially presented a construction apprenticeship program that would be appropriate for adult offenders and has since allocated funds for the intended program with oversight provided by the Probation Department. The current service contract is set to expire on August 31, 2023.

B. The Probation Department has a need to continue providing a construction apprenticeship program for adult offenders, as set forth by the CCP.

C. On January 3, 2023, the County issued a Letter of Interest (LOI) #23-018, which solicited interest from qualified vendors to provide construction apprenticeship services. Three responses were received, which led to a Request for Proposal (RFP) of a construction apprenticeship program. On April 3, 2023, the County released an RFP #23-031 with a closing date of May 3, 2023. One proposal was received during that period, from the Fresno Economic Opportunities Commission (Fresno EOC), and was reviewed by a review panel of three, whom recommended to award services to the sole bidder. The Probation Department concurred with the recommendation.

D. The County has a need for a construction apprenticeship program that would be suitable for adult offenders. The Contractor represents that it is able to provide a construction apprenticeship program for adult offenders.

The parties therefore agree as follows:

1 **Article 1**

2 **Contractor's Services**

3 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in
4 Exhibit A to this Agreement, titled "Scope of Services."

5 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
6 able to perform all of the services provided in this Agreement.

7 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
8 applicable federal, state, and local laws and regulations in the performance of its obligations
9 under this Agreement, including but not limited to workers compensation, labor, and
10 confidentiality laws and regulations.

11 **Article 2**

12 **County's Responsibilities**

13 2.1 The County shall compensate the Contractor for construction apprenticeship
14 services, not to exceed the maximum amount payable under this Agreement of \$1,293,600.

15 **Article 3**

16 **Compensation, Invoices, and Payments**

17 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
18 the performance of its services under this Agreement as described in Exhibit B to this
19 Agreement.

20 3.2 **Maximum Compensation.** The maximum annual compensation payable to the
21 Contractor under this Agreement is Two Hundred Fifty-Eight Thousand Seven Hundred Twenty
22 Dollars (\$258,720). In no event shall compensation paid for all services performed under this
23 Agreement exceed One Million Two Hundred Ninety-Three Thousand Six Hundred Dollars
24 (\$1,293,600) during the term of this agreement. The Contractor acknowledges that the County
25 is a local government entity, and does so with notice that the County's powers are limited by the
26 California Constitution and by State law, and with notice that the Contractor may receive
27 compensation under this Agreement only for services performed according to the terms of this
28 Agreement and while this Agreement is in effect, and subject to the maximum amount payable

1 under this section. The Contractor further acknowledges that County employees have no
2 authority to pay the Contractor except as expressly provided in this Agreement.

3 3.3 **Invoices.** The Contractor shall submit monthly invoices to County of Fresno,
4 Probation Department Business Office, 3333 E. American Avenue, Suite B, Fresno, CA 93725
5 or to ProbationInvoices@FresnoCountyCA.gov. Each invoice shall specifically identify this
6 Agreement number and clearly identify all fees and services rendered. The Contractor shall
7 submit each invoice within 60 days after the month in which the Contractor performs services
8 and in any case within 60 days after the end of the term or termination of this Agreement.

9 3.4 **Payment.** The County shall pay each correctly completed and timely submitted
10 invoice within 45 days after receipt. The County shall remit any payment to the Contractor's
11 address specified in the invoice.

12 3.5 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and
13 expenses that are not specified as payable by the County under this Agreement.

14 **Article 4**
15 **Term of Agreement**

16 4.1 **Term.** This Agreement is effective on September 1, 2023 and terminates on
17 August 31, 2026, except as provided in section 4.2, "Extension," or Article 6, "Termination
18 and Suspension," below.

19 4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-
20 year periods only upon written approval of both parties at least 30 days before the first day of
21 the next one-year extension period. The Chief Probation Office or his or her designee is
22 authorized to sign the written approval on behalf of the County based on the Contractor's
23 satisfactory performance. The extension of this Agreement by the County is not a waiver or
24 compromise of any default or breach of this Agreement by the Contractor existing at the time of
25 the extension whether or not known to the County.

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 Chief Probation Officer
7 County of Fresno
8 3333 E. American Ave, Building 701, Suite B
9 Fresno, CA 93725

10 **For the Contractor:**

11 Fresno EOC – Valley Apprenticeship Connection Director
12 1900 Mariposa Mall, Suite 350
13 Fresno, CA 93721

14 5.2 **Change of Contact Information.** Either party may change the information in section
15 5.1 by giving notice as provided in section 5.3.

16 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided
17 for or permitted under this Agreement must be in writing, state that it is a notice provided under
18 this Agreement, and be delivered either by personal service, by first-class United States mail, by
19 an overnight commercial courier service, or by Portable Document Format (PDF) document
20 attached to an email.

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

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

25 (C) A notice delivered by an overnight commercial courier service is effective one
26 County business day after deposit with the overnight commercial courier service,
27 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
28 the recipient.

5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
nothing in this Agreement establishes, waives, or modifies any claims presentation

1 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
2 of Title 1 of the Government Code, beginning with section 810).

3 **Article 6**

4 **Termination and Suspension**

5 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
6 contingent on the approval of funds by the appropriating government agency. If sufficient funds
7 are not allocated, then the County, upon at least 30 days' advance written notice to the
8 Contractor, may:

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

10 (B) Terminate this Agreement.

11 6.2 **Termination for Breach.**

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

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

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

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

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

22 (3) Submitted a substantially incorrect or incomplete report to the County; or

23 (4) Improperly performed any of its obligations under this Agreement.

24 6.3 **Termination without Cause.** In circumstances other than those set forth above, the
25 County may terminate this Agreement by giving at least 30 days advance written notice to the
26 Contractor.

27 6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County
28 under this Article 6 is without penalty to or further obligation of the County.

1 6.5 **County's Rights upon Termination.** Upon termination for breach under this Article
2 6, the County may demand repayment by the Contractor of any monies disbursed to the
3 Contractor under this Agreement that, in the County's sole judgment, were not expended in
4 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
5 demand. This section survives the termination of this Agreement.

6 **Article 7**

7 **Independent Contractor**

8 7.1 **Status.** In performing under this Agreement, the Contractor, including its officers,
9 agents, employees, and volunteers, is at all times acting and performing as an independent
10 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
11 venturer, partner, or associate of the County.

12 7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
13 manner or method of the Contractor's performance under this Agreement, but the County may
14 verify that the Contractor is performing according to the terms of this Agreement.

15 7.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no
16 right to employment rights or benefits available to County employees. The Contractor is solely
17 responsible for providing to its own employees all employee benefits required by law. The
18 Contractor shall save the County harmless from all matters relating to the payment of
19 Contractor's employees, including compliance with Social Security withholding and all related
20 regulations.

21 7.4 **Services to Others.** The parties acknowledge that, during the term of this
22 Agreement, the Contractor may provide services to others unrelated to the County.

23 **Article 8**

24 **Indemnity and Defense**

25 8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the
26 County (including its officers, agents, employees, and volunteers) against all claims, demands,
27 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
28 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to

1 the performance or failure to perform by the Contractor (or any of its officers, agents,
2 subcontractors, or employees) under this Agreement. The County may conduct or participate in
3 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
4 defend the County.

5 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

6 **Article 9**

7 **Insurance**

8 9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this
9 Agreement.

10 **Article 10**

11 **Inspections, Audits, and Public Records**

12 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and
13 the County may examine at any time during business hours and as often as the County deems
14 necessary, all of the Contractor's records and data with respect to the matters covered by this
15 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
16 request by the County, permit the County to audit and inspect all of such records and data to
17 ensure the Contractor's compliance with the terms of this Agreement.

18 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
19 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
20 California State Auditor, as provided in Government Code section 8546.7, for a period of three
21 years after final payment under this Agreement. This section survives the termination of this
22 Agreement.

23 10.3 **Public Records.** The County is not limited in any manner with respect to its public
24 disclosure of this Agreement or any record or data that the Contractor may provide to the
25 County. The County's public disclosure of this Agreement or any record or data that the
26 Contractor may provide to the County may include but is not limited to the following:
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1 (A) The County may voluntarily, or upon request by any member of the public or
2 governmental agency, disclose this Agreement to the public or such governmental
3 agency.

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

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

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

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

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

23 **10.4 Public Records Act Requests.** If the County receives a written or oral request
24 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
25 and which the County has a right, under any provision of this Agreement or applicable law, to
26 possess or control, then the County may demand, in writing, that the Contractor deliver to the
27 County, for purposes of public disclosure, the requested records that may be in the possession
28 or control of the Contractor. Within five business days after the County's demand, the

1 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
2 possession or control, together with a written statement that the Contractor, after conducting a
3 diligent search, has produced all requested records that are in the Contractor's possession or
4 control, or (b) provide to the County a written statement that the Contractor, after conducting a
5 diligent search, does not possess or control any of the requested records. The Contractor shall
6 cooperate with the County with respect to any County demand for such records. If the
7 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
8 CPRA or other applicable law, it must deliver the record or data to the County and assert the
9 exemption by citation to specific legal authority within the written statement that it provides to
10 the County under this section. The Contractor's assertion of any exemption from disclosure is
11 not binding on the County, but the County will give at least 10 days' advance written notice to
12 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
13 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
14 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
15 failure to produce any such records, or failure to cooperate with the County with respect to any
16 County demand for any such records.

17 **Article 11**

18 **Disclosure of Self-Dealing Transactions**

19 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
20 or changes its status to operate as a corporation.

21 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
22 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
23 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to
24 the County before commencing the transaction or immediately after.

25 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
26 a party and in which one or more of its directors, as an individual, has a material financial
27 interest.

1 **Article 12**

2 **General Terms**

3 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
4 Agreement may not be modified, and no waiver is effective, except by written agreement signed
5 by both parties. The Contractor acknowledges that County employees have no authority to
6 modify this Agreement except as expressly provided in this Agreement.

7 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
8 under this Agreement without the prior written consent of the other party.

9 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
10 or related to this Agreement.

11 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
12 County, California. Contractor consents to California jurisdiction for actions arising from or
13 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
14 brought and maintained in Fresno County.

15 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined
16 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
17 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
18 against either party.

19 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

20 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
21 only and are not part of this Agreement.

22 12.8 **Severability.** If anything in this Agreement is found by a court of competent
23 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
24 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
25 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
26 intent.

27 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
28 not unlawfully discriminate against any employee or applicant for employment, or recipient of

1 services, because of race, religious creed, color, national origin, ancestry, physical disability,
2 mental disability, medical condition, genetic information, marital status, sex, gender, gender
3 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
4 all applicable State of California and federal statutes and regulation.

5 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
6 of the Contractor under this Agreement on any one or more occasions is not a waiver of
7 performance of any continuing or other obligation of the Contractor and does not prohibit
8 enforcement by the County of any obligation on any other occasion.

9 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
10 between the Contractor and the County with respect to the subject matter of this Agreement,
11 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
12 publications, and understandings of any nature unless those things are expressly included in
13 this Agreement. If there is any inconsistency between the terms of this Agreement without its
14 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
15 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
16 exhibits.

17 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
18 create any rights or obligations for any person or entity except for the parties.

19 12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

25 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
26 electronic signature as provided in this section.

27 (A) An "electronic signature" means any symbol or process intended by an individual
28 signing this Agreement to represent their signature, including but not limited to (1) a

1 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
2 electronically scanned and transmitted (for example by PDF document) version of an
3 original handwritten signature.

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

9 (C) The provisions of this section satisfy the requirements of Civil Code section
10 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
11 Part 2, Title 2.5, beginning with section 1633.1).

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

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

19 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
20 original, and all of which together constitute this Agreement.

21 [SIGNATURE PAGE FOLLOWS]
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The parties are signing this Agreement on the date stated in the introductory clause.

FRESNO ECONOMIC OPPORTUNITIES,
INC

COUNTY OF FRESNO

Emilia Reyes

Sal Quintero

Emilia Reyes, Chief Executive Officer

Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

1900 Mariposa Mall, Suite 350
Fresno, CA 93721

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

By: *Alexandra Vieira*
Deputy

For accounting use only:
Org No.: 34300390
Account No.: 7295
Fund No.: 0001
Subclass No.: 10000

Exhibit A

Scope of Services

Program Objectives

The target population for the Fresno EOC VAC Pre-Apprenticeship Program (VAC) program will be under-represented groups, namely adults with a history of incarceration. These populations will be contacted, recruited, and supported in success by Fresno EOC VAC and its external community agency partners. By collaborating in this aspect of the program with groups who have strong connections to these underserved communities, the Fresno EOC VAC program will seek, find, and cultivate a strong pre-apprenticeship pool for our labor union partners.

The overall program is designed to introduce the participants to key skill sets that they will further develop as apprentices. A strong emphasis will be placed on soft skills that employers are continually asking for in employees and requesting preparation for in training programs. The soft skills focus will include verbal communication, effective listening, teamwork, and employability skills for workplace success. As part of the recruitment and screening, individuals referred to the program will engage in the “Thinking for a Change” intervention program. This evidence-based cognitive behavioral therapy will support participant success not only during the training, but also in their overall integration into main-stream society. As the primary source of candidates of probationer and the re-entry population, Fresno EOC VAC understands the need for such interventions. We will make additional supportive services recommendations on a case-by-case basis for each program participant who is a probationer or part of the re-entry population.

As the nature of a labor union work is physically demanding, part of the program will include physical conditioning, which will be emphasized so that participants can develop endurance and build physical strength. A portion of the program will provide a simulation of the physically demanding work done by labor unions.

Exhibit A

1 The core 450-hour program (shown below) will be capped by one week of “Introduction to the
2 Trades” training, provided by five local unions. This full week of training will allow for both
3 instructional time and direct contact between pre-apprentice candidates and their future unions.
4 The introduction will include information, experience, and training with tools, equipment,
5 materials, and techniques needed to be successful in each trade. Field trips to specific union
6 job-sites may be included and will be beneficial to participants. Introductory contact with the
7 labor unions will provide participants with a chance to experience future work sites and
8 activities. This level of familiarity with the union environment will enhance both understanding of
9 job expectations and overall comfort of employment expectations for cohort members. This
10 consideration and knowledge also provide union trainers the opportunity to meet and potentially
11 recommend students to their own union shops, thus ensuring a smooth and consistent transition
12 from pre-apprenticeship to apprenticeship.

13
14 As a part of the listed curriculum, there are a certain number of certifications that each
15 participant who completes the program will receive. Each certificate is an industry recognized
16 certification. Even those who complete the training and are not employed by a union building
17 trade will benefit, as the certifications have a value to most employers.

18 19 Building Trade (Pre-Apprenticeship Program)

20	Thinking for Change	100 hours
21	Hazardous Waste Removal Initial	40 hours
22	Electrical	40 hours
23	Trade Math Skills	20 hours
24	Fundamentals of Blueprint Reading	200 hours
25	OSHA 10	10 hours
26	Physical Conditioning	40 hours
27	Total Hours	<i>450 hours/12 week</i>

Exhibit A

1 The 12-week curriculum will also include drug testing (one within 30 days and a second 30-50
2 days after the first), meet and greet with labor unions, and financial literacy. The curriculum
3 involves discipline, skill building, earning multiple professional certificates, and giving back to
4 the community, and utilizes a cognitive behavioral program to build positive productive work
5 habits designed to change negative behavior. Fresno EOC VAC will conduct 4 training cohorts
6 per year with 30 participants allowed per cohort. Fresno EOC VAC will have a representative on
7 site, for a minimum of 4 hours per week, to recruit and link participants to trade service and
8 answer questions for staff and participants.

9 10 **Training Certificates**

11 All graduates of the VAC obtain the following nine certifications:

- 12 1. OSHA 10 Certification
- 13 2. Confined Space Certification
- 14 3. CPR
- 15 4. First Aid Certification
- 16 5. Work Zone Safety/Traffic Control Certification
- 17 6. Hazardous Waste Initial Course Certification
- 18 7. Flagging Certification
- 19 8. Blueprint Reading Certificate
- 20 9. Grade Checking Certificate

21 22 **Addressing Program Objectives**

23 Fresno VAC will conduct training in their newly renovated facility located in the heart of Fresno
24 at 1371 Stanislaus St. The central location allows for those living outside the Fresno
25 Metropolitan area easy access due to its close proximity to major freeways. With large parking,
26 a large group instruction can take place. Moving into the Stanislaus facility has allowed for
27 growth in the number of participants served as well as breadth of courses offered. The training
28 facility is solely occupied by those employed by the VAC staff. This means the facility can act as

Exhibit A

1 a one-stop shop, with all of the services housed under one roof. With a trained and certified
2 instructional staff, VAC is well positioned to train the target population of the program. Currently,
3 there is one certified instructor and another working on certification. Classrooms are equipped
4 with appropriate equipment and space to accommodate the training needed for the program.

5 6 **Classroom Policy**

7 The Fresno VAC was designed to meet the entry-level job readiness, work ethic expectations,
8 and standards of the Construction Industry. Students will be expected to mirror and perform at
9 the same level. For example, if apprentices show up late with the Union Trades, they are
10 immediately terminated from the program. If they are late coming back from breaks or lunch
11 hours, they are immediately terminated from the Union Trades program. The program has
12 established an "Attendance Policy" to be distributed during initial orientation session that aligns
13 with reasonable standards, and students are made aware that excessive absenteeism and
14 tardiness will not be tolerated. Fresno VAC strives to enhance each participant's work ethic and
15 responsibility, tied to a commitment of starting a new career.

16 17 **Meeting Regional Apprenticeship Preparation Training Needs**

18 Overall, the program proposes the following methods to address the training needs of key
19 stakeholder groups:

20 21 ***Registered Apprenticeship Program***

22 With data indicating the odds are stacked against them in achieving educational and vocational
23 training to succeed, underserved populations are the focus of the program. However, these
24 same populations have proven the source of a wealth of candidates who can succeed in
25 registered union apprenticeship programs. In addition to the initial proposed partnerships with
26 the laborers' unions, VAC will seek to continue to expand and solicit additional pre-
27 apprenticeship coordination with registered apprenticeship programs. Careful record keeping
28 and evaluation of participant and program outcomes will ensure that revisions of design and

Exhibit A

1 delivery continue to ensure training relevance and cohesiveness. All programs will seek to serve
2 underrepresented regional citizenry to the highest extent possible.

3 4 **Employers**

5 In the case of a pre-apprenticeship pathway to union registered apprenticeship programs, the
6 ultimate employers of program participants will be the beneficiaries of a highly trained and
7 skilled labor force. Given the extensive number of ongoing and developing infrastructure
8 projects in the Central Valley, regional employers can include any number of industries, both
9 public and private, who utilize union labor. At this time, many union projects are being filled by
10 travelling journeymen from outside of the region due to a limited supply of local union members.
11 The increase in the local labor force that will result from proposed training will benefit regional
12 employers. This will allow regional unions to provide workers who are tied to the area by not
13 only jobs, but by an overall connection to the community they live in.

14 15 **Program Participants**

16 Services for participants begin with the understanding of the needs of the proposed
17 underrepresented population groups. Success from outreach through completion of training for
18 these groups depends on a “high touch” methodology. Fresno VAC identifies candidate’s needs
19 and assesses their overall qualifications. Fresno VAC has extensive^a experience in screening
20 and candidate referral for training. As well, the program staffers offer ongoing services to
21 qualified candidates. This includes the “Thinking for Change” cognitive behavioral therapy
22 provided to their clients. This group’s extensive background in serving disadvantaged
23 individuals in Fresno County has helped them to develop strong and ongoing partnerships with
24 fellow service agencies that enhance their ability to both find and recruit sometimes difficult to
25 contact residents. Furthermore, and just as important, Fresno VAC will ensure pre-apprentices
26 have a successful transition into union apprenticeship programs by featuring a one-week
27 capstone course conducted by the partner unions themselves. This opportunity for union
28

Exhibit A

1 trainers and pre-apprentices to interact in a job-focused manner will assist participants in
2 transitioning from the training portion of the program to the union training model.

4 ***Identified Career Pathways***

5 The proposed program grows from an identified need in regional career pathways for local labor
6 unions. As noted previously an extensive number of regional infrastructure projects are putting a
7 vast strain on labor union membership. Without pre-apprentices to enter into registered
8 apprenticeship training, it is difficult for current union membership to advance along established
9 building and labor career ladders. It is the goal of this program to alleviate this pressure, and to
10 continue to build strong pre-apprenticeship paths that will provide an ongoing source for union
11 pathway efforts.

13 ***Wraparound Services***

14 Fresno EOC Business Services Account Specialist (BSAS) will conduct job search activities
15 with all students and assist with the development of individual resumes. Initially the BSAS will
16 meet with each student and discuss which construction path they want to pursue. At this point
17 the requirements are reviewed and an initial plan is put in place, allowing the student to continue
18 to conduct research to determine if they made an appropriate selection. The BSAS will then
19 facilitate job search activities and referrals along with additional assignments being given.

21 **Registering of Pre-Apprenticeship Program**

22 Fresno EOC VAC has registered the pre-apprenticeship program with the Division of
23 Apprenticeship Standards (DAS), and the application is pending approval. Staff are working with
24 DAS to ensure the proper means for registering the program. In order to have a pre-
25 apprenticeship program registered with DAS, it must demonstrate a link to an existing DAS
26 registered apprenticeship program. It is in the best interest of the Fresno EOC VAC Pre-
27 Apprenticeship Program to be registered with DAS. In order to make the program sustainable
28 and secure future funding, developing it into a DAS registered program is vital. Fresno EOC

Exhibit A

1 VAC will ensure the program is successfully registered with the DAS within 120 days of
2 Effective Date.

4 **Organization Capacity**

5 Fresno EOC VAC will provide a highly-trained supportive staff and management to ensure our
6 served population receives the support needed to succeed. The Master Instructor is a leader in
7 the classroom. The Master Instructor guides students in hands-on learning with blueprint
8 reading, occupational health and safety, and math and literacy. With a BA in Interdisciplinary
9 Studies and Teaching Credential, the current Master Instructor is equipped to support our
10 diverse group of program participants to demonstrate quality craftsmanship, in and out of the
11 classroom. Future Trades shall produce the Master Instructor's Multi-Craft Core Curriculum
12 (MC3) Certification, within 90 days of Effective Date.

13
14 The Program Manager, Will Jackson, will oversee all training and supervision for program staff,
15 including trauma-informed training for supporting participants who have a history of
16 incarceration. VAC staff will streamline referrals to qualifying, supportive EOC resources with
17 CAP60, our centralized data system. The VAC Assistant Director, Amalia Martinez, and the
18 Employment Service Director, are responsible for the oversight of the program, including
19 monitoring for fiscal and program performance and make sure supporting staff follow program
20 procedures. They will ensure the accuracy of data collection, and reassess on how to better
21 serve adults with a history of incarceration.

22
23 Fresno EOC also has experienced staff in its Information Technology (IT), Human Resources
24 (HR) and Communications Departments, which will provide infrastructure for the success of this
25 program. The IT department provides vital services to ensure all Fresno EOC programs have
26 electronic devices, databases and other systems to conduct their work in a secure and
27 organized manner. Fresno EOC's HR Department recruits, screens, selects, evaluates, and
28 trains staff. The HR Department has developed an agency Policy and Procedures Manual and

Exhibit A

1 continually updates policies as needed in order to comply with Department of Labor statutes.
2 HR employees are responsible for overall legal compliance and ensuring that the agency is
3 providing competitive salaries and benefits for all employees. The Communications Department
4 helps promote programs, including Valley Apprenticeship Connections, and utilizes social media
5 platforms, as well as traditional media, to make the public more aware of services and
6 opportunities.

7 8 **Data Collection and Measuring Performance**

9 Fresno EOC VAC will perform data collection in the form of participant demographics, entry-
10 level skill sets, progress while in the program, completion date, and hiring date if applicable, or
11 as identified by the Probation Department. Fresno EOC VAC will submit monthly statistical
12 reports on participation referral outcome, such as the number of denials, approvals,
13 terminations, and successful job placements that indicates trade type and pay scale. Monthly
14 statistical reports shall indicate reasons why a participant has been denied or terminated. The
15 outcome measures for services, including monthly, cumulative, and annual reports are to be
16 provided upon request.

EXHIBIT B
Summary for AB 109 Funding FY 2023-24

Organization/Agency

Fresno Economic Opportunities Commission

Program/Service Description

Fresno County Probation Department

Total Requested Budget FY 2023-24

\$ 258,720.00

Number and type of positions funded (e.g., Correctional Officer (2))

Title/Classification & number of positions

T&E Director (1)

Assistance Director (1)

Program Manager (1)

Trades Instructor (1)

Training Facilitator (2)

Transitional Support (1)

Program Assistant (1)

Provide information for the applicable line items on this form for the year-based term not to exceed the annual amount. Include a brief narrative that explains and justifies for each line item in the Notes/Comments/Description section. If more space is needed, please expand cells vertically, or attach additional pages. Please enter N/A for any line items that are not being utilized. Please Note: The mileage rate is determined by U.S General Services Administration, website: gsa.gov/mileage.

Organization/Agency:

Program/Service:

SALARIES & BENEFITS	FY 2023-24 Funding Request	Notes/Comments/Description
Regular Salaries (include rate x hours)	\$ 160,543	All Staff Salaries
Extra Help		
Standby Pay		
Overtime		
Holiday OT		
Unemployment Insurance		
Retirement Contribution		
OASDI Contribution		
Workers Comp Contribution		
Health Insurance Contribution		
Life & Disability Insurance		
Benefits Administration	40,511	All VAC Staff Benefits
Other (describe)		
Salaries & Benefits Total	\$ 201,054	

OPERATION/SERVICES/SUPPLIES	FY 2023-24 Funding Request	Notes/Comments/Description
Telephone Charges	1,800	Communication Cost
Liability Insurance	400	Liability Insurance
Insurance - Other		
Office Expense	2,000	Office Expenses
Postage		
Printing		
Operating Lease Building		
Facility Services Charge	11,280	Facility Cost
Operating Lease Equipment		
Classes (Cost per session per participant)	15,881	Workshop Supplies (\$2,861) & Journeymen Instructors (\$13,020)
Trans, Travel & Education, Mileage		
Utilities		
Other (describe)	6,200	Supportive Services
Operation/Services/Supplies Total	\$ 37,561	

Overhead Administrative/Indirect Costs

Overhead Admin/Indirect Costs Total \$ 20,105.00

TOTAL BUDGET \$ 258,720

*Indirect costs - Max. of 10% of salaries and benefits (less OT and related benefit costs)

EXHIBIT B
Summary for AB 109 Funding FY 2024-25

Organization/Agency

Fresno Economic Opportunities Commission

Program/Service Description

Fresno County Probation Department

Total Requested Budget FY 2024-25

\$ 258,720.00

Number and type of positions funded (e.g., Correctional Officer (2))

Title/Classification & number of positions

T&E Director (1)

Assistance Director (1)

Program Manager (1)

Trades Instructor (1)

Training Facilitator (2)

Transitional Support (1)

Program Assistant (1)

Provide information for the applicable line items on this form for the year-based term not to exceed the annual amount. Include a brief narrative that explains and justifies for each line item in the Notes/Comments/Description section. If more space is needed, please expand cells vertically, or attach additional pages. Please enter N/A for any line items that are not being utilized. Please Note: The mileage rate is determined by U.S General Services Administration, website: gsa.gov/mileage.

Organization/Agency:

Program/Service:

	FY 2024-25 Funding Request		
SALARIES & BENEFITS			Notes/Comments/Description
Regular Salaries (include rate x hours)	\$ 160,543		All Staff Salaries
Extra Help			
Standby Pay			
Overtime			
Holiday OT			
Unemployment Insurance			
Retirement Contribution			
OASDI Contribution			
Workers Comp Contribution			
Health Insurance Contribution			
Life & Disability Insurance			
Benefits Administration	40,511		All VAC Staff Benefits
Other (describe)			
Salaries & Benefits Total	\$ 201,054		

	FY 2024-25 Funding Request		
OPERATION/SERVICES/SUPPLIES			Notes/Comments/Description
Telephone Charges	1,800		Communication Cost
Liability Insurance	400		Liability Insurance
Insurance - Other			
Office Expense	2,000		Office Expenses
Postage			
Printing			
Operating Lease Building			
Facility Services Charge	11,280		Facility Cost
Operating Lease Equipment			
Classes (Cost per session per participant)	15,881		Workshop Supplies (\$2,861) & Journeymen Instructors (\$13,020)
Trans, Travel & Education, Mileage			
Utilities			
Other (describe)	6,200		Supportive Services
Operation/Services/Supplies Total	\$ 37,561		

Overhead Administrative/Indirect Costs

Overhead Admin/Indirect Costs Total \$ 20,105.00

TOTAL BUDGET \$ 258,720

*Indirect costs - Max. of 10% of salaries and benefits (less OT and related benefit costs)

EXHIBIT B
Summary for AB 109 Funding FY 2025-26

Organization/Agency

Fresno Economic Opportunities Commission

Program/Service Description

Fresno County Probation Department

Total Requested Budget FY 2025-26

\$ 258,720.00

Number and type of positions funded (e.g., Correctional Officer (2))

Title/Classification & number of positions

T&E Director (1)

Assistance Director (1)

Program Manager (1)

Trades Instructor (1)

Training Facilitator (2)

Transitional Support (1)

Program Assistant (1)

Provide information for the applicable line items on this form for the year-based term not to exceed the annual amount. Include a brief narrative that explains and justifies for each line item in the Notes/Comments/Description section. If more space is needed, please expand cells vertically, or attach additional pages. Please enter N/A for any line items that are not being utilized. Please Note: The mileage rate is determined by U.S General Services Administration, website: gsa.gov/mileage.

Organization/Agency:

Program/Service:

	FY 2025-26 Funding Request		
SALARIES & BENEFITS			Notes/Comments/Description
Regular Salaries (include rate x hours)	\$ 160,543		All Staff Salaries
Extra Help			
Standby Pay			
Overtime			
Holiday OT			
Unemployment Insurance			
Retirement Contribution			
OASDI Contribution			
Workers Comp Contribution			
Health Insurance Contribution			
Life & Disability Insurance			
Benefits Administration	40,511		All VAC Staff Benefits
Other (describe)			
Salaries & Benefits Total	\$ 201,054		

	FY 2025-26 Funding Request		
OPERATION/SERVICES/SUPPLIES			Notes/Comments/Description
Telephone Charges	1,800		Communication Cost
Liability Insurance	400		Liability Insurance
Insurance - Other			
Office Expense	2,000		Office Expenses
Postage			
Printing			
Operating Lease Building			
Facility Services Charge	11,280		Facility Cost
Operating Lease Equipment			
Classes (Cost per session per participant)	15,881		Workshop Supplies (\$2,861) & Journeymen Instructors (\$13,020)
Trans, Travel & Education, Mileage			
Utilities			
Other (describe)	6,200		Supportive Services
Operation/Services/Supplies Total	\$ 37,561		

Overhead Administrative/Indirect Costs
Overhead Admin/Indirect Costs Total \$ **20,105.00**

TOTAL BUDGET \$ **258,720**

*Indirect costs - Max. of 10% of salaries and benefits (less OT and related benefit costs)

EXHIBIT B
Summary for AB 109 Funding FY 2026-27

Organization/Agency

Fresno Economic Opportunities Commission

Program/Service Description

Fresno County Probation Department

Total Requested Budget FY 2026-27

\$ 258,720.00

Number and type of positions funded (e.g., Correctional Officer (2))

Title/Classification & number of positions

T&E Director (1)

Assistance Director (1)

Program Manager (1)

Trades Instructor (1)

Training Facilitator (2)

Transitional Support (1)

Program Assistant (1)

Provide information for the applicable line items on this form for the year-based term not to exceed the annual amount. Include a brief narrative that explains and justifies for each line item in the Notes/Comments/Description section. If more space is needed, please expand cells vertically, or attach additional pages. Please enter N/A for any line items that are not being utilized. Please Note: The mileage rate is determined by U.S General Services Administration, website: gsa.gov/mileage.

Organization/Agency:

Program/Service:

SALARIES & BENEFITS	FY 2026-27 Funding Request	Notes/Comments/Description
Regular Salaries (include rate x hours)	\$ 160,543	All Staff Salaries
Extra Help		
Standby Pay		
Overtime		
Holiday OT		
Unemployment Insurance		
Retirement Contribution		
OASDI Contribution		
Workers Comp Contribution		
Health Insurance Contribution		
Life & Disability Insurance		
Benefits Administration	40,511	All VAC Staff Benefits
Other (describe)		
Salaries & Benefits Total	\$ 201,054	

OPERATION/SERVICES/SUPPLIES	FY 2026-27 Funding Request	Notes/Comments/Description
Telephone Charges	1,800	Communication Cost
Liability Insurance	400	Liability Insurance
Insurance - Other		
Office Expense	2,000	Office Expenses
Postage		
Printing		
Operating Lease Building		
Facility Services Charge	11,280	Facility Cost
Operating Lease Equipment		
Classes (Cost per session per participant)	15,881	Workshop Supplies (\$2,861) & Journeymen Instructors (\$13,020)
Trans, Travel & Education, Mileage		
Utilities		
Other (describe)	6,200	Supportive Services
Operation/Services/Supplies Total	\$ 37,561	

Overhead Administrative/Indirect Costs

Overhead Admin/Indirect Costs Total \$ 20,105.00

TOTAL BUDGET \$ 258,720

*Indirect costs - Max. of 10% of salaries and benefits (less OT and related benefit costs)

EXHIBIT B
Summary for AB 109 Funding FY 2027-28

Organization/Agency

Fresno Economic Opportunities Commission

Program/Service Description

Fresno County Probation Department

Total Requested Budget FY 2027-28

\$ 258,720.00

Number and type of positions funded (e.g., Correctional Officer (2))

Title/Classification & number of positions

T&E Director (1)

Assistance Director (1)

Program Manager (1)

Trades Instructor (1)

Training Facilitator (2)

Transitional Support (1)

Program Assistant (1)

Provide information for the applicable line items on this form for the year-based term not to exceed the annual amount. Include a brief narrative that explains and justifies for each line item in the Notes/Comments/Description section. If more space is needed, please expand cells vertically, or attach additional pages. Please enter N/A for any line items that are not being utilized. Please Note: The mileage rate is determined by U.S General Services Administration, website: gsa.gov/mileage.

Organization/Agency:

Program/Service:

SALARIES & BENEFITS	FY 2027-28 Funding Request	Notes/Comments/Description
Regular Salaries (include rate x hours)	\$ 160,543	All Staff Salaries
Extra Help		
Standby Pay		
Overtime		
Holiday OT		
Unemployment Insurance		
Retirement Contribution		
OASDI Contribution		
Workers Comp Contribution		
Health Insurance Contribution		
Life & Disability Insurance		
Benefits Administration	40,511	All VAC Staff Benefits
Other (describe)		
Salaries & Benefits Total	\$ 201,054	

OPERATION/SERVICES/SUPPLIES	FY 2027-28 Funding Request	Notes/Comments/Description
Telephone Charges	1,800	Communication Cost
Liability Insurance	400	Liability Insurance
Insurance - Other		
Office Expense	2,000	Office Expenses
Postage		
Printing		
Operating Lease Building		
Facility Services Charge	11,280	Facility Cost
Operating Lease Equipment		
Classes (Cost per session per participant)	15,881	Workshop Supplies (\$2,861) & Journeymen Instructors (\$13,020)
Trans, Travel & Education, Mileage		
Utilities		
Other (describe)	6,200	Supportive Services
Operation/Services/Supplies Total	\$ 37,561	

Overhead Administrative/Indirect Costs

Overhead Admin/Indirect Costs Total \$ 20,105.00

TOTAL BUDGET \$ 258,720

*Indirect costs - Max. of 10% of salaries and benefits (less OT and related benefit costs)

Exhibit C

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 C

(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:	

Exhibit D

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 Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). 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.
- (F) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate. Coverage must encompass all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks.
- (G) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to,

Exhibit D

alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Definition of Cyber Risks. “Cyber Risks” include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor’s obligations under this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

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 Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, 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.

Exhibit D

- (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.
 - (v) The technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
 - (vi) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (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 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,

Exhibit D

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.