

Agreement # _____

CENTRAL VALLEY COMMUNITY FOUNDATION

CALIFORNIA JOBS FIRST SERVICE AGREEMENT

This Service Agreement ("Agreement") is made and entered into on _____, by and between CENTRAL VALLEY COMMUNITY FOUNDATION ("CVCF"), a California public benefit corporation and THE COUNTY OF FRESNO ("County"), a political subdivision of the State of California. CVCF and County are sometimes collectively referred to as the "Parties" or singularly as a "Party" or by their individual names.

RECITALS

CVCF is a community foundation serving California's Central San Joaquin Valley. CVCF desires to enter into an agreement with County to perform certain tasks as set forth in the Scope of Work.

CVCF and County now desire to memorialize the terms and scope of their relationship in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and these Recitals, incorporated by this reference, and for other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. **Services of County.** County agrees to provide CVCF with the services detailed in Exhibit A – Scope of Work (the "Services").
2. **Term of Agreement.** This Agreement shall be effective retroactive to February 1, 2025, the Effective Date, and will continue in effect until January 31, 2026, or until terminated as set forth below (the "Term of Agreement").
3. **Termination.** Termination for purposes of the Agreement means the County's obligation to perform future services ends and CVCF is no longer obligated to pay County for any additional services. All other pertinent obligations under this Agreement shall survive after termination.
 - a. **Termination Without Cause.** Either Party may terminate this Agreement without cause at any time by delivering at least thirty (30) days' written notice to the other Party.
 - b. **Termination For Cause.** Should either Party default in the performance of this Agreement or materially breach any of its provisions, the nonbreaching Party may terminate this Agreement by giving written notification to the breaching Party. Termination shall be effective immediately on receipt of the notice, or five (5) days

from mailing of the notice, whichever occurs first. For the purposes of this section, material breach of this Agreement shall include, but not be limited to, the following:

- i. Nonpayment of compensation by CVCF sixty (60) days after payment is due;
or
 - ii. Failure of County to perform the Services in a timely, professional, or otherwise appropriate manner, to the satisfaction of CVCF, in its sole discretion.
- c. Automatic Termination. This Agreement terminates automatically on the occurrence of any of the following events: (a) bankruptcy or insolvency of either Party; or (b) dissolution, sale or discontinuance of the business of either Party.

4. **Requirements of County.**

- a. Automobile Insurance. County, at its own expense, shall maintain business automobile liability insurance, for all owned, non-owned, and leased vehicles used in the performance of Services under this Agreement, with limits of at least \$200,000 for bodily injury per person, \$200,000 for total bodily injury, and \$100,000 for property damage. County shall provide proof of said automobile liability insurance to CVCF prior to the Effective Date, upon demand, and annually thereafter for the Term of Agreement. This paragraph applies only if County is driving for work related to this agreement.
- b. Liability Insurance. County, at its own expense, shall maintain comprehensive liability insurance in the amount of at least one million dollars (\$1,000,000.00) per occurrence. County shall provide proof of said comprehensive liability insurance to CVCF prior to the Effective Date, upon demand, and annually thereafter for the Term of Agreement.
- c. Workers' Compensation Insurance. County, at its own expense, shall maintain workers' compensation insurance for the protection of County's employees engaged in the performance of Services under this Agreement. County shall provide proof of said workers' compensation insurance to CVCF prior to effective date, upon demand, and annually after for the Term of Agreement. This paragraph applies only if County has one or more employees.
- d. Industry Standard Insurance. County, at its own expense, shall maintain insurance that is the industry standard for the type of services being provided under this Agreement. County shall provide proof of said insurance to CVCF prior to effective date, upon demand, and annually thereafter for the Term of Agreement.
- e. Compliance with Laws. County shall comply with all applicable State and Federal laws, including but not limited to, wage and hour and payroll withholding laws; requests under the Public Records Act; the Drug-Free Workplace Act of 1990; California Public Contract Code and Labor Code; the Americans with Disabilities Act;

and California Civil Rights laws including the Unruh Civil Rights Act and the Fair Employment and Housing Act.

- f. Audits and Record Keeping. County shall cooperate with CVCF, and any other agency exercising lawful authority, by providing all documentation related to this Agreement promptly upon request. County will maintain project and fiscal records sufficient to allow reviewers to evaluate the project's effectiveness and proper use of funds. County will retain all records pertinent to the Agreement for a period of five years from the date of the final payment.
5. Relationship of the Parties. In the conduct of the Services, County and its officers, agents and employees shall act in an independent capacity, and not as officers, employees, or agents of CVCF. Under no circumstances shall County consider or allege that CVCF is its employer, partner, agent, or principal. County shall not be entitled to any benefits accorded to CVCF's employees, including, but not limited to, workers' compensation, disability insurance, health insurance, vacation, or sick pay. County shall be responsible for providing, at County's expense, and in County's name, disability, workers' compensation, or other insurance, as well as licenses or permits usual or necessary for performing the Services by County. County shall pay, when and as due, all taxes incurred as a result of County's compensation, including self-employment and estimated taxes, and shall provide CVCF with proof of payment on demand. County may represent, perform services for, or be employed by any additional persons or companies as County sees fit.
6. County's Representations and Indemnities.
 - a. The County's participation in this agreement is not an endorsement of CVCF's San Joaquin Jobs Coalition of California Jobs First (S2J2) initiative or its associated Regional Investment Plan or a commitment by County to implement any part of the S2J2 initiative or Regional Plan.
 - b. County represents that County's expertise is limited to local government process and has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of CVCF. Failure to provide these Services shall constitute a material breach of this Agreement. County shall be solely responsible for the professional performance of the Services and the manner in which they are performed and shall receive no assistance, direction, or control from CVCF.
 - c. Indemnification. Each Party shall and does hereby indemnify, defend, and hold harmless the other Party and its officers, directors, agents, employees, and donors from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interests, penalties, and reasonable attorneys' fees and costs, arising from and/or relating to this Agreement, except to the extent such loss or damage arises from the negligence or misconduct of a Party.

- d. Avoidance of Conflicts of Interest. In performing the Services, County and its officers, agents, employees, consultants, members, and directors shall avoid any conflicts of interest. The County shall prevent its officers, agents, employees, consultants, members, and directors from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or other such as those with whom they have family, business, or other ties.
- e. Certification of Good Standing. County certifies, by signing this Agreement, that it is not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was executed.
 - i. County shall provide immediate written notice to CVCF if at any time County learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - ii. County agrees to perform ongoing due diligence to confirm and certify that all of its subcontractors performing work on this Agreement are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.
- f. Certification regarding Lobbying. County certifies that:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of County to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding/making of any Federal contract, grant, loan, or cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

7. **Work Product and Proprietary Information.**

- a. Public Records. As a public entity, County is subject to the California Public Records Act (Gov. Code, § 7920.000 et seq.) and the Ralph M. Brown Act (Gov. Code, § 54950

et seq.) and, as such, the Parties agree and acknowledge that all information and documents related to the award and performance of this Agreement are subject to the requirements thereof.

- b. Budget Contingency Clause. It is mutually understood between the Parties that this Agreement is valid and enforceable only if sufficient funds are made available to CVCF by the United States Government, State of California, or other government body (“Government Funder”) for the fiscal year(s) of this Agreement for the purposes of this program. This Agreement is subject to any additional restrictions, limitations, conditions, or statutes established and applied to this Agreement by the Government Funder or other government body with jurisdiction over the Agreement. The Parties mutually agree that if the Government Funder does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds. CVCF can terminate or amend the Agreement to reflect any reduction of funds.
8. Notices. Any notices required to be given under this Agreement by either Party to the other may be affected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the Parties at the addresses listed below, but each Party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.

To CVCF:

Central Valley Community Foundation
1260 Fulton St, Suite 200
Fresno, CA 93721

To County:

County of Fresno
2281 Tulare Street
Fresno, CA 93721

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

9. Entire Agreement of The Parties. This Agreement supersedes all agreements, either oral or written, between the Parties with respect to the rendering of the Services by County for CVCF and contains all the representations, covenants, and agreements between the Parties with respect to the rendering of the Services. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made

by either Party, or anyone acting on behalf of either Party, which are not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. No provisions of this Agreement may be amended or modified except by an agreement in writing duly authorized by representatives of both Parties.

10. **Partial Invalidity**. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.
11. **Force Majeure**. Neither Party shall be liable for failure of or delay in performance, nor deemed in breach of its obligations, if such failure or delay is due to natural disasters or any causes beyond the reasonable control of either Party. In the event of such force majeure, the Party affected thereby shall use reasonable efforts to cure or overcome the same and resume performance of its obligations hereunder.
12. **Successors and Assigns**. This Agreement may not be assigned or transferred by either Party without the written consent of the other Party. All covenants, representations, warranties, and agreements of the Parties contained herein shall be binding upon and inure to the benefit of their respective successors and permitted assigns.
13. **Captions and Paragraph Headings**. Caption and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.
14. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
15. **Governing Law and Venue**. The rights and obligations of the Parties under or arising out of, and the enforcement and interpretation of, this Agreement shall be governed by the laws of the State of California. The venue for any lawsuit concerning this Agreement, or the rights and duties of any Party in relation thereto, shall be in Fresno County Superior Court or in the United States District Court, Eastern District of California (Fresno).
16. **Nondiscrimination**. County agrees to abide with and shall include the nondiscrimination and compliance provisions of the following clause in all subcontracts to perform work under this Agreement:

During the performance of this Agreement, County shall not unlawfully discriminate against any employee or applicant for employment because of race, creed, color, religion, sex (including pregnancy, childbirth, or related medical conditions), national origin, ancestry, age, physical disability, mental disability, medical condition, veteran status, citizenship status, marital status, sexual orientation, gender identity, or any other consideration made unlawful by federal, state, or local laws. County shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

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

- a. An “electronic signature” means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.
- b. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.
- c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.
- e. This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the day and year first written above.

CVCF:


Ashley Swearengin

Date Signed

County of Fresno:

Ernest Buddy Mendes
Chairman of the Board of Supervisors of
the County of Fresno

Date Signed

ATTEST:

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

By _____
Deputy

For accounting use only:

Org No.: 0120
Account No.: 5039
Fund No.: 0001
Subclass No.: 10000

EXHIBIT A: SCOPE OF WORK / PROJECT PLAN

Overview and Purpose. The state of California created the California Jobs First program (formerly “CERF”) in 2022, with the goal of building a thriving and sustainable economy across California. The Central Valley Community Foundation (CVCF) is leading the effort for the Sierra San Joaquin Jobs (S2J2) coalition of California Jobs First, which is comprised of hundreds of organizations across the region’s four counties of Fresno, Kings, Madera, and Tulare. Having completed a year-long process in 2023 to engage the community and identify priorities, including administering over 4,000 surveys of local residents, and a “Spring Sprint” process in 2024 to develop a draft Regional Investment Plan in coordination with over 300 public and private sector partners, the coalition is now beginning to refine and implement the S2J2 Regional Plan (the “Plan”).

The Plan supports investment in innovation and economic development across nine priority areas: (1) Climate Solutions, including clean energy, (2) Advanced Manufacturing, (3) Responsible Food Systems, (4) Broadband, (5) Water, (6) Small Business, (7) Community-based Health Workforce, (8) Education and Skill Building; and (9) Community Benefits Planning. Activating the Plan would unlock more than \$99B in economic impact and create more than 138,000 new jobs over a 20-year period.

In the area of clean energy, the State has set ambitious goals, including using 100% clean energy by 2045; and the State is looking to the Central Valley to produce a large portion of the State’s increased energy requirements. Local input and regional coordination are needed to inform infrastructure development and maximize regional benefits for local residents and industry. This Agreement provides funding for County staff representatives to participate in a working group to examine regional energy infrastructure and capacity and explore options for enhancing economic and community development related to renewable energy generation.

Services. County shall provide the following services to CVCF (the “Services”): Participation in a working group to examine regional energy infrastructure and capacity, and options for maximizing economic and community development related to renewable energy generation and in consideration of agricultural, water, habitat, city and rural community needs. County staff representatives will provide technical expertise and input on local governments’ processes. In addition, County staff may be asked to provide input, in conjunction with appropriate State agencies related to energy production and transmission, based on current and expected demand to meet the needs of local businesses, residents, and industry.

Deliverables. In connection with the Services, County shall provide the deliverables set forth in the table below (the “Deliverables”). Unless CVCF elects to do otherwise, final compensation set forth herein shall not be paid to County until the Deliverables identified for completion through December 31, 2025 have been completed. The upfront payment of \$50,000 upon execution of Agreement is not subject to Deliverable completion.

Deliverable	Due Date
Regular participation in, and preparation for working group meetings as follows: CAO workgroup, CAO and State Secretary Workgroup, Manufacturing and Economic Development Workgroup, and Land Use Planning and Permitting. Each workgroup shall meet once a month.	Ongoing
Provision of technical expertise related to local governments' process and input related to clean energy infrastructure and capacity, and options for maximizing economic and community development related to renewable energy generation in conjunction with appropriate State agencies.	Ongoing

Compensation. CVCF will pay County a fixed fee of \$100,000 for the Services.

1. **Invoicing/Payment.** County will submit invoices to CVCF pursuant to the Payment Schedule, detailing:
 - a. Date service(s) performed
 - b. Services/Deliverables performed

Pay when paid. CVCF will only reimburse County for expenses Funder, State of California deems to be Allowable Costs after Funder reviews, approves and pays CVCF for County expenses.

2. **Payment Schedule.**

Date	Amount
Upon execution of Agreement	\$50,000
January 31, 2026	\$50,000

Reimbursable Expenses. Reimbursable expenses are not allowed under this Agreement. County shall be responsible for providing its own office environment, including all equipment, supplies, and work area at its sole expense. County shall also be solely responsible for all other business expenses, including travel, incurred by County in relation to the Services, except as specifically provided herein.