

ATTACHMENT A

CONTRACT SERVICES AGREEMENT

THIS AGREEMENT is entered into at [CITY, STATE], effective [START DATE], by and between FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION, hereinafter referred to as "AGENCY," and [CONTRACTOR NAME], hereinafter referred to as "CONTRACTOR."

WITNESSETH THAT:

AGENCY and CONTRACTOR do mutually agree as follows:

1. SCOPE OF SERVICES: The CONTRACTOR shall, in a satisfactory, proper, and timely manner as determined by the AGENCY, provide services related to [DESCRIPTION OF SERVICES]. These services include the following:

- [LIST SPECIFIC SERVICE 1]
- [LIST SPECIFIC SERVICE 2]
- [LIST SPECIFIC SERVICE 3]
- [ADDITIONAL SERVICES AS NEEDED]

2. TERM OF AGREEMENT: CONTRACTOR shall commence performance of this Agreement on the [START DATE], and shall complete performance to the satisfaction of the AGENCY no later than [END DATE].

3. RECORDS: CONTRACTOR shall maintain such records and accounts, including property, personnel, and financial records as deemed necessary by AGENCY or the Director of the AGENCY's funding source to ensure proper accounting for all project funds, both Federal and Non-Federal Shares. These records will be made available for audit purposes to the AGENCY, the funding source, the Comptroller General of the United States, or any authorized representative and will be retained for three (3) years after the expiration of this Agreement unless written permission to destroy them is granted by the AGENCY and the funding source.

4. COMPENSATION: CONTRACTOR shall be paid for services rendered hereunder. It is expressly understood and agreed that in no event shall the total amount to be paid by the AGENCY to the CONTRACTOR under this Agreement exceed [TOTAL COMPENSATION AMOUNT] for full and complete satisfactory performance.

5. COMPLIANCE: The CONTRACTOR agrees to comply with all conditions governing grants required by the funding sources and/or by Federal and State regulations.

6. TERMINATION: If CONTRACTOR shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Agreement, or if the grant or contract under which this Agreement is made, authorized, or funded, is terminated, defunded, or suspended by the funding source, or if AGENCY is the Delegate Agency of a grantee and the contract by which such delegation is made is terminated, AGENCY shall thereupon have the right to terminate this agreement by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof. The CONTRACTOR shall have the right to terminate the Agreement upon providing written notice at least 30 days before the desired termination date. Program funding elimination may serve as grounds for a more immediate termination of this Agreement by AGENCY. In the event of termination, all property and finished or unfinished documents, data studies, and reports purchased or prepared by the CONTRACTOR under this Agreement shall become its property at the option of AGENCY. The CONTRACTOR shall then be entitled to compensation for any unreimbursed expenses unnecessarily incurred in the satisfactory performance of this Agreement to the date of termination. Notwithstanding the above, the CONTRACTOR shall not be relieved thereby of liability to AGENCY for damages sustained by AGENCY by virtue of any breach of the Agreement by the CONTRACTOR. AGENCY may withhold any such reimbursement or compensation to the CONTRACTOR for the purpose of offset until such time as the exact amount of damages due AGENCY from the CONTRACTOR is agreed upon or otherwise determined.

7. MODIFICATIONS: The parties may agree to amend this Agreement. However, no alteration or variation of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or Agreement not incorporated herein shall be binding on any of the parties hereto.

8. TRAVEL EXPENSES: If the CONTRACTOR is to be reimbursed for travel expenses, the cost charged for travel shall not exceed those allowable to AGENCY employees. No such reimbursement shall be made unless AGENCY has authorized such travel at its expense prior to the incurring of said costs.

9. PUBLICITY: CONTRACTOR may publish results of its functions and participation in the program with prior review by AGENCY, provided that such publications acknowledge that the program is supported by funds from AGENCY and that five (5) copies of each such publication are furnished to AGENCY.

10. COPYRIGHT/PROPERTY RIGHTS: All drawings, designs, reports, videos, public service announcements, studies, surveys and any other documents, materials, data, and products prepared by [CONTRACTOR NAME] in connection with the services under this Agreement shall be the property of Fresno EOC and copies shall be delivered to Fresno EOC upon completion of the work, upon request by Fresno EOC or termination of the Agreement.

11. PATENTS AND INVENTIONS: Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to AGENCY for a determination as to whether patent protection on such invention or discovery shall be sought and how the rights in

the invention or discovery, including rights under any patent issued thereof, shall be disposed of and administered, in order to protect the public interest.

12. FEDERAL, STATE, AND LOCAL REGULATIONS: CONTRACTOR agrees to comply with all Federal, State, and Local statutes and regulations concerning its employees, including but not limited to prevailing wage standards imposed because of the program's funding source. All laborers and mechanics employed, if any, by contractors or subcontractors in the construction, alteration, or repair, including painting and decorating of projects, buildings, and works that are federally assisted under this Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276-a-276a-5).

13. LOBBYING: CONTRACTOR warrants that no person or entity has been employed or retained to solicit or secure this Agreement in consideration for a commission, parentage, brokerage, or contingent fee. For breach or violation of this warrant, AGENCY shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the CONTRACTOR's compensation, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

14. NON-DISCRIMINATION: CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement or against any applicant for employment in the performance of this Agreement because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical disability (cancer), age (over 40), marital status and denial of family care leave. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

15. EQUAL EMPLOYMENT OPPORTUNITY: No person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), gender or sexual orientation, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement. The CONTRACTOR will comply with all statutes and regulations promulgated by the Federal Government, State Government, and Local Government Agency regarding such discrimination.

16. TOBACCO USE: CONTRACTOR must comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act).

17. AFFIRMATIVE ACTION: CONTRACTOR assures that for Agency contracts exceeding one hundred thousand dollars (\$100,000) to the best of its knowledge, it is fully in compliance with the earning assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) Public Contract Code 7110.

18. POLITICAL ACTIVITY: None of the funds, materials, property, or services contributed by AGENCY or the CONTRACTOR under this Agreement shall be used in the performance of this Agreement for any partisan political activity or to further the election or defeat of any candidate for public office.

19. RELIGIOUS PROHIBITION: There shall be no religious worship, instruction, or proselytization as part of or in connection with the performance of this Agreement.

20. INDEPENDENT CONTRACTOR STATUS: CONTRACTOR is not an employee of AGENCY for any purpose whatsoever but is an independent contractor. CONTRACTOR shall have sole control of the manner and means of performing under this Agreement. AGENCY shall not have the right to require CONTRACTOR to conform to any fixed or minimum number of hours devoted to performing the work or do anything else which would jeopardize the relationship of independent contractor between AGENCY and CONTRACTOR.

21. LIABILITY INSURANCE: CONTRACTOR at its sole expense, will provide a certificate of General Liability Insurance for services provided under this Agreement. General Liability Insurance must include a minimum coverage of **\$1,000,000 per occurrence**. General Liability must name Fresno EOC as additional insured. Certificate of General Liability Insurance will be submitted to Fresno EOC within **30-days** days of implementation of the Agreement. CONTRACTOR agrees to hold AGENCY free and harmless from any and all claims, expenses, and/or costs, including but not limited to costs of legal defense, resulting from any such negligent act or omission to the maximum extent permitted by law.

22. NOTICES: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing hereinbelow, but each party may change the address by written notice in accordance with this Paragraph.

23. ENTIRE AGREEMENT: This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by CONTRACTOR to AGENCY and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged. No oral understanding or Agreement not incorporated herein shall be binding on any of the parties hereto.

24. SEVERABILITY: If any provision in this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

25. GOVERNING LAW: This Agreement will be governed by and construed in accordance with the laws of the State of [STATE].

26. CONTACT PERSON: AGENCY will designate a contact person for CONTRACTOR to communicate with when necessary.

27. SIGNATURES: This Agreement is executed in the State of [STATE], by and on behalf of the parties hereto.

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FRESNO ECONOMIC
OPPORTUNITIES COMMISSION

CONTRACTOR
NAME OF ENTITY

Name: Steven Lewis
Title: Chief Executive Director

Name: [ADD NAME]
Title: [ADD TITLE]