Conservation Corps North Bay
Agreement to Provide
SONOMA COUNTY YOUTH ECOLOGY CORPS SERVICES
Funding Amount: **$791,139**
Term: **06/10/2023 to 06/09/2024**
Agreement Number: ET-CCNB-SCYEC-2324
Funding Source: Realignment, Local Funds, and
Federal Workforce Innovation and Opportunity Act (WIOA) Youth Formula
Assistance Listing Number (ALN): 17.259

AGREEMENT FOR PROVISION OF SERVICES

This agreement ("Agreement"), dated as of June 10, 2023 (“Effective Date”), is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Conservation Corps North Bay, a California non-profit Corporation (hereinafter "Contractor"), designated as a Sub-recipient of federal funds as more thoroughly described in Exhibit E attached hereto.

RECITALS

WHEREAS, Contractor represents that it is duly qualified by reason of training, experience, equipment, organization, staffing, and facilities to provide the services contemplated by this Agreement and is experienced in youth ecology corps services and related services; and

WHEREAS, in the judgment of the Board of Supervisors and Human Services Department it is necessary and desirable to employ the services of Contractor for Sonoma County Youth Ecology Corps Services;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services.

1.1. Contract Documents. The following documents, if checked, and the provisions set forth therein are attached hereto and incorporated herein, and shall be dutifully performed according to the terms of this agreement:

- ☒ **Exhibit A: Scope of Work**
- ☒ **Exhibit B: Fiscal Provisions/Budget**
- ☒ **Exhibit C: Insurance Requirements**
- ☒ **Exhibit D: Assurance of Compliance**
- ☒ **Exhibit E: Additional Federal Requirements**
- ☐ Exhibit F: Professional Licensure/Certification
- ☒ **Exhibit G: Media Communications**
- ☐ Exhibit H: Accessibility
- ☒ **Exhibit I: Data System Requirements**
- ☐ Exhibit J: Adverse Actions / Complaint Procedures

1.2. Contractor's Specified Services. Contractor shall perform the services described in “Exhibit A: Scope of Work” (hereinafter "Exhibit A"), attached hereto and incorporated herein by this reference, and within the times or by the dates provided for in Exhibit A and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.3. Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.4. Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.5. Assigned Personnel.

1.5.1. Contractor shall assign only competent personnel to perform work hereunder.

1.5.2. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

1.5.3. Contractor is required to ensure that all persons working with minor(s) under this Agreement have successfully undergone appropriate and adequate fingerprinting and background checks through the Department of Justice, Federal Bureau of Investigations and Child Abuse Central Index (CACI). Contractor is required to ensure that all persons working with elder or dependent adults under this Agreement have successfully undergone appropriate and adequate background checks and have not been convicted of elder abuse under Penal Code Section 368 or any crime where the victim is 65 or older.

1.5.4. In the event that any of Contractor’s personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor’s control, Contractor shall be responsible for timely provision of adequately qualified replacements.

1.5.5. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work under this Agreement, Contractor shall remove such person or persons immediately upon receiving written notice from County.

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid on a cost reimbursement basis in accordance with the budget set forth in "Exhibit B: Fiscal Provisions/Budget" (hereinafter "Exhibit B"), attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed Seven Hundred Ninety-One Thousand One Hundred Thirty-Nine Dollars ($791,139), without the prior written approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

2.1. Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

2.2. Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

2.2.1. If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement.

The term of this Agreement shall be from 07/01/2023 to 06/30/2024 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1. Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving five (5) days written notice to Contractor.

4.2. Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3. Change in Funding. Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state or federal agency or other funder reduces, withholds, terminates or funds are not made available for which the County anticipated using to pay Contractor for services provided under this Agreement or (2) County has exhausted all funds legally available for payments due to become due under this Agreement.

4.4. Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.5. Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Article 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.6. Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or the Director of the Human Services Department, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification.

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees, contractors, subcontractors, or invitees performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. Subject to Contractor's approval, County shall have the right to select its legal counsel at Contractor's expense. Contractor may not reasonably withhold its approval. This indemnification obligation is not limited in any way by any

limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance.

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in "Exhibit C: Insurance Requirements" (hereinafter "Exhibit C"), which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work.

The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work.

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes which do not significantly change the scope of work or significantly lengthen time schedules, and amendments to the Agreement which do not increase the amount of payment under the Agreement (taking into account all prior amendments) more than $50,000 from the original Agreement amount, may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

9.1. Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2. Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant

to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3. Subcontractors. No performance of this Agreement or any portion thereof, may be assigned or subcontracted without the express written consent of the County. Any attempt by the Contractor to assign or subcontract any performance of this Agreement without the express written consent of the County shall be invalid and shall constitute a breach of this Agreement.

9.3.1. In the event the Contractor is allowed to subcontract, the County shall look to the Contractor for results of its subcontracts. The Contractor agrees to be responsible for all the subcontractor's acts and omissions to the same extent as if the subcontractors were employees of the Contractor. No subcontracts shall alter in any way any legal responsibility of the Contractor to the County. Whenever the Contractor is authorized to subcontract or assign, the terms of this Agreement shall prevail over those of any such subcontract or assignment.

9.4. No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

9.5. Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.6. Records Maintenance. Contractor shall keep and maintain full and complete program, client, and statistical documentation and financial records, subcontracts and other records concerning all services performed that are compensable under this Agreement and shall make such documents and records available at County’s request for inspection at any reasonable time.

9.6.1. Contractor shall retain all records pertinent to this Agreement, including financial, statistical, property, and participant records and supporting documentation for a period of four (4) years from the date of final payment of this Agreement. If, at the end of four years, there is ongoing litigation or an outstanding audit involving those records, Contractor shall retain the records until resolution of the litigation or audit.

9.7. Monitoring, Assessment & Evaluation. Authorized federal, state and/or county representatives shall have, with advance notice and during normal business hours, the right to monitor, assess, evaluate, audit, and examine all administrative, financial and program performance activities and records of Contractor and its subcontractors pursuant to this Agreement. Said monitoring, assessment, evaluation,

audit and examination may include, but is not limited to, administrative, financial, statistical, data and procurement processes, inspections of project premises, inspection of food preparation sites as appropriate, interviews of program staff and participants, and examination and/or duplication of records with respect to all matters covered by this Agreement. Contractor shall cooperate with County in this process and shall make program and administrative staff available during any monitoring, assessment, evaluation, audit or examination.

9.8. Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.9. Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies – including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.10. Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment practices and in delivery of services because of race, color, ancestry, national origin (including limited English proficiency), religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender status, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding, sex stereotyping), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.10.1. Contractor understands and agrees that administrative methods and/or procedures which have the effect of subjecting individuals to discrimination or otherwise defeating the objectives of the applicable and aforementioned laws will be prohibited.

9.10.2. Contractor shall provide County with a copy of their Equal Employment Opportunity and Affirmative Action policies upon request and shall sign and submit to County an Assurance of Compliance, attached hereto as "Exhibit D: Assurance of Compliance" (hereinafter "Exhibit D"), and incorporated by this reference,

in order to certify that contractor is in compliance with the State and Federal laws related to equal employment opportunity and delivery of services.

9.10.3. Contractor and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9.10.4. Any and all subcontracts to perform work under this Agreement shall include the nondiscrimination and compliance provisions of this article and subcontractors shall agree to, sign and submit to Contractor a copy of the Assurance of Compliance, Exhibit D. Contractor shall maintain copies of these Assurances and submit copies to County upon County's request.

9.11. AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.12. Confidentiality. Contractor agrees to maintain the confidentiality of all client information in accordance with all applicable state and federal laws and regulations, including the requirement to implement reasonable and appropriate administrative, physical, and technical safeguards to protect all confidential information. Contractor shall be in compliance with all State and Federal regulations pertaining to the privacy and security of personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI").

9.12.1. Contractor agrees to comply with the provisions of 45 Code of Federal Regulations 205.50, Section 10850 of the Welfare and Institutions Code, and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that all records are confidential, and will not be open to examination for any purpose not directly connected with the administration of any public social services program.

9.12.2. Contractor shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client. The Contractor shall not use such information for any purpose not directly connected with the administration of the services provided herein. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client in writing, any such information to anyone other than the County without prior written authorization from the County. "Personal identifying information" shall include, but not be limited to: name, identifying number, social security number, state driver's license or state identification number, financial account numbers, and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

9.12.3. No person will publish, disclose or use or permit or cause to be published, disclosed or used any confidential information pertaining to an applicant, recipient, or client.

9.12.4. Contractor agrees to inform all employees, agents and partners of the provisions and that any person knowingly and intentionally violating the provisions of this Article may be guilty of a misdemeanor.

9.12.5. Contractor understands and agrees that this Article shall survive any termination or expiration of this Agreement in accordance with 9.6 above.

9.13. Information Security. In addition to any other provisions of this Agreement, all parties to this Agreement shall be responsible for ensuring that electronic media containing confidential and sensitive client data is protected from unauthorized access. Contractor agrees to report any suspected security incident or suspected breach of PHI, PII or other confidential information within twenty-four (24) hours to the County via email to Privacy&Security@sonoma-county.org.

9.13.1. Contractor shall ensure that all computer workstations, laptops, tablets, smart-phones and other devices used to store and transmit confidential client data and information are: 1) physically located in areas not freely accessible to or in open view of persons not authorized to have access to confidential data and information, 2) protected by unique secure passwords, and 3) configured to automatically lock or timeout after no more than 30 minutes of inactivity. Contractor shall ensure that users of such computing devices log off or lock their device before leaving it unattended or when done with a session.

9.13.2. Contractor shall encrypt all confidential client data, whether for storage or transmission on portable and non-portable computing and storage devices using non-proprietary, secure, generally-available encryption software. Proprietary encryption algorithms will not be acceptable. Such devices shall include, but not be limited to, desktop, laptop or notebook computers, optical or magnetic drives, flash or jump drives, and wireless devices such as cellular phones and other handheld computing devices with data storage capability.

9.13.3. Contractor shall ensure all electronic transmission of confidential client data sent outside a secure private network or secure electronic device via email, either in the body of the email or in an attachment, or sent by other file transfer methods is sent via an encrypted method.

9.13.4. Contractor shall apply security patches and upgrades in a timely manner, and keep virus software up-to-date on all systems on which County data may be stored or accessed.

9.13.5. Contractor shall 1) perform regular backups of automated files and databases, and 2) destroy or wipe all confidential client data from all electronic storage media and devices in a manner that prevents recovery of any and all confidential client data in accordance with Article 9.6 above.

9.13.6. All information security requirements stated herein shall be enforced and implemented immediately upon execution of this agreement, and continue beyond the term of the Agreement in accordance with Article 9.6. above.

9.14. Political and Sectarian Activities. Contractor warrants as follows: (a) it shall comply with requirements that no program under this Agreement shall involve political or lobbying activities; (b) it shall not employ or assign participants in the program to any sectarian facility, except as provided by federal and state law or regulation; (c) it shall not use funds made available under this Agreement for political or lobbying activities.

9.15. Drug-Free Workplace. Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by complying with all requirements set forth in the Act.

9.16. Facilities. Contractor warrants that all of the Contractor's facilities: (a) will be adequately supervised, (b) will be maintained in a safe and sanitary condition, (c) will be available for monitoring by County and/or state and federal monitors, (d) are accessible to handicapped individuals if appropriate, and (e) are nonsectarian.

9.17. Mandated Reporting. Contractor, and their employees, must comply with any applicable laws concerning the mandated reporting of abuse or neglect of children, elders age 60 and older or dependent adults, ages 18 to 59. Appropriate mandated reporter training is available from the County's Human Services Department through the Family, Youth and Children Services and Adult Protective Services Divisions. Any person who is not a mandated reporter, who knows or reasonably suspects, that a child or elder or dependent adult has been a victim of abuse may report that abuse to the appropriate Human Services Division or local law enforcement.

9.18. Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

10. Demand for Assurance.

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice.

All notices shall be made in writing and shall be given by personal delivery or by U.S. Mail. Notices shall be addressed as follows:

TO COUNTY:	County of Sonoma, Human Services Department Contracts Unit 3600 Westwind Boulevard Santa Rosa, CA 95403 contracts@schsd.org
TO CONTRACTOR:	Conservation Corps North Bay 11 Pimentel Ct.

Novato, CA, 94949

When a notice is given by a generally recognized overnight courier service, the notice shall be deemed received on the next business day. When a copy of a notice or payment is sent by facsimile or email, the notice shall be deemed received upon transmission as long as (1) the original copy of the notice is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email, (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1. No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3. Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5. Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of

Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

13.10. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR
Conservation Corps North Bay

By: _____
Name: Angel Minor
Title: Chief Executive Officer

Date: 4/20/23

COUNTY OF SONOMA

By: _____
Name: Angela Struckmann
Title: Director, Human Services Department

Date: _____

APPROVED AS TO SUBSTANCE FOR COUNTY

By: Katie Greaves
Name: Katherine Greaves
Title: Director, Employment & Training Division

[ ] EXEMPT FROM COUNTY COUNSEL REVIEW

APPROVED AS TO FORM FOR COUNTY

By: Sharmalee Rajakumaran
County Counsel

[X] CERTIFICATES OF INSURANCE ON FILE WITH COUNTY

[ ] INSURANCE REQUIREMENT CHANGES APPROVED, WAIVED, OR EXEMPTED BY RISK MANAGEMENT

By: Cristin Tuider

Exhibit A: Scope of Work

I. Program Overview

The Sonoma County Youth Ecology Corps (SCYEC) provides youth and young adults from across the county with meaningful, paid work experience, environmental education, and the opportunity to explore careers and develop work-readiness skills. SCYEC work experiences emphasize ecology and the environment, benefit the community, give participants a sense of accomplishment, instill a strong work ethic, promote youth participation in society, strengthen participants' understanding of the connection between education and occupational skills, and foster the acquisition of transferable job skills to enhance participants' future employability. The SCYEC provides youth ages 16 - 24 with subsidized work experience in crews or small teams. Small team work involves special projects that require three or fewer individuals for the project and may or may not require a Crew Leader. The SCYEC is most active during the summer but also has participants working throughout the year, including extended or year-round crews/small teams. Senior crew work, appropriate for more experienced youth may be available. All projects are dependent on available funding and project host needs.

II. Outreach and Recruitment

Contractor shall conduct outreach and recruitment to attract youth interested in an outdoor work experience (e.g., crew work performed outdoors and in park settings and/or near streams, creeks and other waterways). Contractor shall ensure that all potential participants are screened for suitability for program participation and in compliance with requirements as dictated by County.

III. Eligibility and Enrollment

A. Eligibility documentation will be retained in the individual case file and/or submitted for approval as determined by County.

B. Service Targets. Contractor agrees to staff each crew assignment as dictated by County. County will provide direction on the number of crews required, crew member eligibility, the number of youth per crew, the Crew Level, and the duration. County may also dictate the assigned project host and location.

C. Participant Orientation. Contractor will provide an orientation to the SCYEC program which will cover, but not necessarily be limited to: program and participant requirements; work descriptions and procedures; expectations regarding work commitment, work-specific safety training; when, how, and where to report for work; team rules and team-building activities; new employee orientation; rules, regulations and responsibilities; behavior and disciplinary procedures; grievance procedures; sexual harassment training and non-discrimination; health and safety and reporting accidents; selection process; attendance; sign-in sheets and paychecks; appearance and appropriate required clothing; and breaks and lunches.

D. Contractor should work with youth to obtain school internship or other work experience credits related to their career path, as appropriate.

E. All participants will be treated equally at the worksite and during all common activities regardless of funding source.

IV. Funding

A. The funding provided in this contract is considered an "up to" amount and depends on Contractor's ability to meet enrollment requirements, attendance, the crew size, and the duration of the crew assignment.

B. Operating expenses include all activities related to supporting youth in SCYEC, including, but not limited to, the provision of voluntary educational and career development enhancements activities and materials, transportation, tools and supplies, work experience staff support, and staff training.

C. Fiscal Reporting. Contractor will provide fiscal reports as directed by County.

V. Program Requirements

A. Prevailing Wage. As a certified Conservation Corps, Contractor is exempt from prevailing wage requirements per AB 327.

B. Employer of Record. Contractor will act as the employer of record for all SCYEC participants and provide paid work experience to participants ages 18 - 24.

C. Contractor will act as the employer of record for all SCYEC Crew Leaders.

D. Background Checks. Contractor is required to ensure a background check, including fingerprinting, has been conducted for all staff and Crew Leaders working with the youth participants prior to the start of the SCYEC work experience. Anyone not passing the background check will not be allowed to work with SCYEC participants.

E. Program Referrals. Contractor will refer appropriate participants that have developed work readiness skills to internship opportunities and additional workforce services provided by the Sonoma County Human Services Department.

F. Participant Tracking. Contractor will be expected to maintain complete participant tracking records, including Right to Work documentation, and in coordination with County requirements.

G. Required Documentation. Contractor will submit a schedule of educational activities, work schedules, attendance, and project sites to County.

1. Contractor must maintain and provide to County a listing of all project host worksite locations and the youth participating at these locations prior to program start, and weekly if changes are made.
2. Contractor will submit enrollment and attendance reports to County weekly.
3. County will provide additional direction on electronic payroll reporting as applicable.

H. Accurate and Timely Submissions. Contractor will maintain complete, up-to-date, and accurate records, tracking mechanisms, and management controls. Contractor will be responsible for submitting all data, documents, and required reports on time and in the manner prescribed by County.

I. Evaluation and Reporting Data. Contractor will complete all necessary forms and reports related to the ongoing evaluation of SCYEC as determined by County.

J. County-Sponsored Events. Contractor, Crew Leaders and SCYEC participants will participate in all County-sponsored events and activities as designated by County.

VI. Educational and Career Development Enhancements

A. Contractor will provide voluntary occupational learning workshops and workforce preparation activities in tandem with hands-on work experience. They help participants develop essential soft skills and job skills, and plan for their future. The following enhancements will be provided each Friday:

1. Work readiness training activities help youth learn, practice, and demonstrate work maturity or soft skills that have been identified as important to employers and prepare youth to be successful in the workplace. This includes areas included in the performance evaluation (e.g., communication, teamwork, integrity, etc.).
2. General skills that are developed during work experience assignments may include recording work hours accurately, understanding and following written and verbal instructions, and basic problem solving.
3. Career exploration activities assist youth in finding a career path by identifying the necessary education and/or training for a job that fits their interests, aptitudes, skills and abilities. Activities allow youth to learn about themselves and the world of work, explore and identify potentially satisfying occupations, and develop a strategy to realize their career goal.

B. Participants are not considered working while receiving voluntary educational enhancements and are not to be paid for their time and attendance.

VII. Project Site Approval and Worksite Agreements

A. Identification of Worksites. Contractor may contribute to the recruitment of project host sites; however, all crew and/or small team projects must have prior approval from County in advance of the project start date. Contractor will work with Project Hosts to ensure the expectations and requirements of SCYEC are met.

B. Worksite Agreements. Contractor will complete the County-provided Worksite Agreement with each Project Site Host for all worksites and submit to County in advance of any work to be performed. The Worksite Agreement will be between Contractor and Project Host.

1. Contractor and Project Host may enter into any additional agreements as Contractor and Project Host, in their sole discretion, deem necessary. Copies of additional agreements must be submitted to County.

C. Project Oversight. Contractor will have at least weekly contact with each Project Host/Worksite Supervisor regarding project progress, youth participant progress and performance, and/or any other issues that may need to be addressed, and to ensure compliance with all provisions of the Worksite Agreement. Contractor will maintain documentation of worksite visits and provide to County upon request.

D. Contractor will provide an orientation to each Project Host/Worksite Supervisor that includes, but is not necessarily limited to, the SCYEC program requirements, its

history and overall impact on the community, the environment, and the participants.

VIII. SCYEC Crew Leaders

A. Contractor is responsible for hiring, training, overseeing and evaluating Crew Leaders.

B. Crew Leaders will be hired, trained, and oriented prior to participant hires and may participate in the participant hiring process.

C. Crew Leaders will be paid $24.50 per hour.

D. Contractor will provide safety orientation and confidentiality requirements to Crew Leaders and other appropriate staff members. Contractor and Crew Leaders will be required to attend mandatory in-service safety training as directed by County.

E. Contractor will provide training to Crew Leaders and other appropriate staff members prior to program start in: accident and crisis response; OSHA training for certification for CPR and first aid; OSHA heat illness prevention; inclement weather/cold hazard prevention for outdoor workers; hazardous environment and materials prevention; tool safety; uniform requirements; blood borne pathogens; disposal of biohazard materials and firearms; mandated child abuse reporting; gang awareness; completion of paperwork and notifications; and communication, grievance procedures, and other types of training deemed appropriate by County or funder. Contractor shall submit a report of training provided to County upon request.

F. Contractor will execute a plan to protect Personally Identifiable Information, including the requirement that Crew Leader binders be physically kept with the Crew Leader at all times. When not on the worksite, Crew Leader binders must be kept in a secure location at Contractor's office location.

G. Contractor will ensure that Crew Leaders or Worksite Supervisors complete participant performance evaluations at the beginning and end of each assignment (forms provided by County). Longer term assignments or job performance issues may require interim evaluations to track participant's progress in acquiring both hard and soft skills.

IX. SCYEC Participant Crews

A. Contractor will ensure each crew is comprised of at least the minimum number of participants listed on the Project Host Request Form up to eight participants, with one adult Crew Leader. Appropriate crew member back-up will be provided to ensure that the minimum number of crew members is on the worksite at all times. Size and crew level will be determined by project needs. Crews will work in accordance with the SCYEC calendar published by County. Senior Level Crew Work will be conducted as projects dictate and only per the direction of County.

B. Entry Level crews will be paid $17.65 per hour.

C. Senior Level crews require higher levels of responsibility, experience, and skills required, and will be paid $19.25 per hour. Senior Level crews may serve as the next step in progression for Entry Level crew members who gain the required skills and abilities.

D. Contractor will ensure there is one (1) adult Crew Leader who must be present at all times for each crew and provide participants with work-related educational activities, informal mentoring, and on-site supervision.

   1. Contractor will ensure adequate back up Crew Leader and crew member staffing for all scheduled worksites.

E. Contractor will be held accountable for productivity, including tardiness, arriving at the job site prepared to work, and dealing with performance problems quickly, and for preparedness, including ensuring that crews arrive with adequate tools and equipment.

X. Worksite Injuries

A. To prevent injuries, Contractor will be responsible for ensuring that appropriate tools and personal protective equipment are available and utilized at all times by all SCYEC participants and Crew Leaders.

B. In the event of a worksite injury, Contractor must notify and submit a County-provided Injury Report to County staff within one business day. Contractor shall maintain records of all worksite injury occurrences.

C. If an injury requires a hospital visit, Contractor must contact the Human Services Department's Employment & Training Division Director within one hour of the incident.

XI. Media Communications

A. If Contractor provides media communications to the public, including but not limited to flyers, press releases, web or social media posts, public service announcements, or interviews, about any program activities or projects funded under this Agreement, Contractor shall give credit to County as the program's funding source. All materials will be branded with the Sonoma County Youth Ecology Corps logo. County reserves the right to review and approve media communications, prior to release. In providing any media coverage referenced above, Contractor shall comply with all confidentiality requirements.

Exhibit B: Fiscal Provisions/Budget

1. Sub-Recipient.

All or part of this Agreement will be paid with Federal awards. Contractor is designated as a Sub-recipient and the federal funds received under this agreement are designated as a subaward of the Workforce Innovation & Opportunity Act. Federally awarded funds must be used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

2. Fiscal Responsibilities.

In consideration of the obligations to be performed by Contractor herein, Contractor shall be reimbursed for its actual costs, in accordance with the agreed upon budget included herein by reference. Notwithstanding the foregoing, the total amount to be paid to Contractor under the terms of this Agreement shall in no case exceed the amount stated in Article 2 of this agreement.

2.1. Claiming and Documentation. Contractor shall receive reimbursement for actual costs by submitting a monthly cost report together with a request for payment by the tenth working day of each month. All costs reported by Contractor in its monthly and final cost reports, shall be supported by appropriate accounting documentation. The documentation shall establish that County is charged a fair and equitable portion of any indirect or shared costs attributable to services performed under this Agreement.

Invoices shall be submitted to:
County of Sonoma Human Services Department
Employment & Training Division
Attn: Lilian Vieyra Torres (lvieyratorres@schsd.org)
2227 Capricorn Way, Ste 100
Santa Rosa, CA 95407

2.2. Accrual Reporting. Contractor will report accrued expenditures for each quarter in order that County can comply with State quarterly reporting requirements.

2.3. Allowable Costs. No amount or rate negotiated and included in the Contractor's program budget summary or budget backup shall be considered to be an allowable cost in and of itself; such amounts or rates are subject to final approval upon presentation of documentation establishing that actual costs were incurred and are allowable in accordance with Code of Federal Regulations Title 2 CFR Sections 200.420-475.

2.4. No Supplantation. Contractor must not claim reimbursement under this Agreement for expenditures reimbursed or financed by any other federal, state or local government source. No supplantation of program financing by Contractor is contemplated or allowed.

2.5. Financial Records. Contractor understands and accepts its obligation to establish and maintain financial records of all program expenditures.

2.5.1. County and its agents, designees or Auditors shall, during regular business hours, have the right to copy, review or audit all Contractor's accounting records and financial statements which relate to monies received under this Agreement.

2.6. Procurement. No procurement is authorized which is not specifically identified and approved herein. Procurement of all services, supplies, and equipment by purchase, lease or rental shall be performed in conformance with Code of Federal Regulations 2 CFR 200.318-326, General Procurement Standards. For purposes of this Agreement, procurement shall mean purchase, lease or rental of any item with a single value exceeding $5,000.

2.7. Funding Contingency. Notwithstanding anything contained in the Agreement to the contrary, Contractor acknowledges that any payments to be made to it as provided herein shall be expressly contingent upon the receipt of sufficient funds by County. This contingency is for the express benefit of County and may be waived only by giving express written and executed notice to Contractor.

2.8. Modification of Funding. County reserves the right to modify levels of funding for programs and renegotiate Agreement budgets, if needed, due to increases or decreases in funding from the state. County also reserves the right to request changes in program design in order to accommodate changes made by the state. The County Human Services Director has authority to request and approve program design changes.

3. Budget Adjustments.

3.1. Request. Request for transfer of funds between line items shall be submitted on a “Budget Modification Form” (Sub-schedule M01) as provided by the County. The Contractor must provide justification and supporting documentation for the requested revision.

3.2. Approval. The County Human Services Director is authorized to approve and execute a “Budget Modification Form”, which details the transfer of funds between Budget line items, and to approve such changes without an Amendment to this Agreement so long as they do not result in an increase in County’s maximum financial obligation.

3.3 Adjustments Requiring Written Consent. County’s written approval is required prior to the transfer of any program funds between Budget line items when the amount of the individual line item adjustment is more than the greater of $2,500 or 15% of funds budgeted per line item.

3.3.1. Equipment. Requests to purchase or lease equipment in excess of $500 and not included in original budget shall require County approval prior to purchase.

4. Advance of Funds and Closeout

4.1. Advance of Funds. Between June 1 and June 10 of each year, Contractor shall request an advance of funds to cover the remaining term of the Agreement. This advance will cover all anticipated expenses for the remaining term of the Agreement, provided that the total payments made hereunder will not exceed the funding amount as set forth in Article 2 of this Agreement. Failure to submit a timely request may result in a loss of funding to Contractor.

4.2. Closeout – Final Cost Report. Within forty-five (45) calendar days after the termination of this Agreement, Contractor shall submit to County a final cost report showing the actual allowable Agreement costs. If the cost report shows that the actual allowable costs for the term of the Agreement exceeded payments, the County will remit

the difference to the Contractor provided that the remittance will not cause the total payments made hereunder to exceed the funding amount set forth in Article 2 of this Agreement. Such remittance will be made within thirty (30) days following the submission of Contractor's final cost report. If the cost report shows that the payments exceeded the actual allowable costs for the term of the Agreement, the Contractor shall enclose, with the cost report, funds equal to the difference between payments received and costs incurred.

5. Financial Management Systems

5.1. Generally-Accepted Accounting Principles. Contractor shall maintain a financial management system which ensures control over the use of funds received by Contractor in accordance with generally-accepted accounting principles. Contractor must comply with the provisions for cost allocations contained in Federal Office of Management and Budget 2 CFR Part 200, Subpart E. The inability of Contractor to demonstrate compliance will cause a corresponding reduction in reimbursement.

5.2. Separate Account. All funds under this Agreement are not required to be maintained in a separate account, but funds on deposit shall be accounted for separately in accordance with Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards [2 CFR Part 200].

5.3. Program Income. Program Income is revenue generated by the Contractor from contract-supported activities. If activities of program participants or of staff funded under this Agreement result in any income to Contractor, that income shall be reported to County for direction as to disposition in accordance with instructions received by County from the State of California. In the event Contractor receives any compensatory interest or credits and refunds, such as those resulting from workers' compensation dividend checks and annual insurance reductions, for which County has previously reimbursed Contractor, then Contractor shall remit such compensatory credits and refunds to County. 2 CFR Part 200.307 must be used for all Program Income.

5.4. Indirect Cost Rate. Contractor is responsible for providing an approved Indirect Cost Rate in accordance with the Federal Office of Management and Budget, Title 2 CFR Part 200, Subpart E, and in Appendix IV to Part 200 for the Agreement year, when claiming indirect and/or administrative costs under this Agreement.

5.4.1. If Contractor does not have an approved indirect cost rate, Contractor must use a de minimis rate of 10% based on the Modified Total Direct Costs (MTDC) as defined in Federal Office of Management and Budget, 2 CFR 200.68.

6. Audits.

6.1. Contractors who receive federal funding which taken together total over $750,000 in a single fiscal year are required to have a single agency audit in accordance with the Federal Office of Management and Budget, 2 CFR Part 200, Subpart F. A copy of this audit must be forwarded to the County by the auditor as soon as it is complete.

6.2. If Contractor expends less than $750,000 in federal awards in the fiscal year it may not charge the cost of an audit to the federal award.

7. Repayment.

7.1. Repayment Responsibility. Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, state, or federal agencies related to activities conducted by Contractor under this Agreement.

7.2. Unallowable Costs. Where unallowable costs have been claimed and reimbursed, they will be refunded to the program that reimbursed the unallowable cost using a cash refund or offset to a subsequent claim.

8. Funding.

8.1. All or part of this Agreement will be paid with Federal awards.

8.2. Federally awarded funds must be used in accordance with Federal statutes and regulations. As a pass-through entity, the County is required to provide certain information regarding Federal award(s) to Contractor as a Sub-recipient. County will provide required information regarding the Federal Award upon receipt of funding documents from the funding source.

8.3.

Federal Award Identification Details	
Federal Award Project Description	Workforce Innovation & Opportunity Act (WIOA)
Federal Agency	U.S. Department of Labor
Assistance Listing Title and Number:	17.259 - WIOA Youth Formula grant
FAIN No.	AA-38518-22-55-A-6
Funding Amount	$243,385

9. Budget.

Youth Salary and Benefits	385,993
Crew Leader Salary and Benefits	100,048
Work Experience Staff Salary and Benefits	76,607
Indirect Costs @ 40.61%	228,491
TOTAL CONTRACT AMOUNT NOT TO EXCEED	**791,139**

Exhibit C: Insurance Requirements

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1 **Workers Compensation and Employers Liability Insurance**

- **a.** Required if Contractor has employees as defined by the Labor Code of the State of California.
- **b.** Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- **c.** Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
- **d.** *Required Evidence of Insurance*: Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2 **General Liability Insurance**

- **a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- **b.** Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- **c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- **d.** **The County of Sonoma its Officers, Agents and Employees** shall be

endorsed as additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.

e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.

h. *Required Evidence of Insurance:*

- **i.** Copy of the additional insured endorsement or policy language granting additional insured status; and
- **ii.** Certificate of Insurance.

3 **Automobile Liability Insurance**

a. Minimum Limit: $1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.

b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

c. Insurance shall cover hired and non-owned autos.

d. *Required Evidence of Insurance*: Certificate of Insurance.

4 **Professional Liability/Errors and Omissions Insurance**

a. Minimum Limits: $1,000,000 per claim or per occurrence; $1,000,000 annual aggregate.

b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County.

c. If Contractor's services include: (1) programming, customization, or maintenance of software: or (2) access to individuals' private, personally identifiable information, the insurance shall cover:

- **i.** Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
- **ii.** Claims against Contractor arising from the negligence of Contractor, Contractor's employees and Contractor's subcontractors.

d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work

under this Agreement.

f. *Required Evidence of Insurance*: Certificate of Insurance specifying the limits and the claims-made retroactive date.

5 **Standards for Insurance Companies**

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6 **Documentation**

a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.

b. The name and address for Additional Insured endorsements and Certificates of Insurance is:

The County of Sonoma, its Officers, Agents and Employees
Contracts Unit
3600 Westwind Boulevard
Santa Rosa, CA 95403

Or pdf to: contracts@schsd.org

c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7 **Policy Obligations**

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8 **Material Breach**

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

Exhibit D: Assurance of Compliance

ASSURANCE OF COMPLIANCE WITH
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

CONTRACTOR HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Sections 12960 and 12940 (c), (h) (1), (i), and (j); California Government Code Section 4450; Title 22, California Code of Regulations 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 of the Removal of Barriers to Inter Ethnic Adoption Act of 1996 (California Government Code Section 7290-7299.8); Sonoma County Ordinance 4291, and other applicable federal, state and local laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, 28 CFR Parts 35 & 42, 41 CFR Parts 60 et seq., and 29 CFR Part 38), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex (including pregnancy, childbirth, or related conditions, sexual orientation, gender identity, gender expression, transgender status and sex stereotyping), color, disability, medical condition (including AIDS and/or HIV), national origin (including limited English proficiency), race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, Contractor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance

THIS ASSURANCE is binding on Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

4/20/23
Date

Angel Nahon
Signature

Exhibit E: Additional Federal Requirements

County has determined that for the services provided under this Agreement, Contractor has been designated as Sub-recipient of Federal funds and as such, shall adhere to the following additional requirements.

1. Environmental Standards. Contractor shall comply with mandatory state standards and policies related to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy Conservation Act, PL 94-163.

   If Contractor receives more than $100,000 under this Agreement, Contractor shall comply with all applicable federal standards, orders, or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Federal Water Pollution Control Act, Environmental Protection Agency Regulations [40 CRF, Part 15 and Executive Order 11738], and Public Contract Code Section 10295.3.

2. Union Organizing. Funds provided under this Agreement shall not be used to assist, promote, or deter union organizing.

3. Conflict of Interest and Standards of Conduct. Contractor shall disclose to County in writing any potential conflict to County per 2 CFR 200.112 and 2 CFR 200.318(c). Standards of Conduct shall include but is not limited to conflict of economic interest as well as conducting business with relatives (nepotism) or close personal friends and associates.

4. Grievances and Complaint System. Contractor will establish and maintain a grievance and complaint procedure in compliance with Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, and all applicable Federal regulations and State statues, regulations and policies.

5. Prohibition on Certain Telecommunications and Video Surveillance. Contractor is prohibited from obligating or expending these federal funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract to procure or obtain equipment, services, or systems that uses *covered* telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as described in Public Law 115-232, section 889.

6. Incident Reporting & Mandatory Disclosures. Contractor shall comply with the provisions of the Workforce Services Directive WSD20-12, regarding Incident Reporting issued by the Employment Development Department of the State of California or any subsequent issuance related to incident reporting. Contractor will notify County of any incidence regarding information and complaints involving fraud, waste, abuse, bribery or gratuity violations or other criminal activity committed by staff, contractors or program participants within one working day of detection of the incidence. Failure to comply with these provisions may be deemed a material breach of this Agreement and may result in any remedies described in 2 CFR 200.338.

7. Occupational Safety and Health. Contractor will comply with all applicable federal, state, municipal and local standards for health and safety, including all provisions and amendments of the Occupational Safety and Health Act of 1979.

8. Child Support Compliance Act. Contractor agrees to abide by requirements of the California Child Support Compliance Act of Part 5 of Division 9 of the Family Code and that it shall comply with the earnings assignment orders of all employees and is providing the names of all employees to the New Employee Registry maintained by the California Employment Development Department.

9. Healthy Workplaces, Health Family Act. Contractor agrees to abide by the requirements of the Healthy Workplaces, Healthy Family Act of 2014 regarding the provision of paid sick leave to eligible employees.

10. Affordable Care Act. Contractor agrees to abide by the requirements of the Affordable Care Act for eligible employees.

11. Priority Hiring Considerations. If this Agreement includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by WIOA to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with California Public Contract Code Section 10353.

12. Salary and Bonus Limitations. In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training", shall be used by a Contractor of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided under section 101 of Public Law 109-149.

13. Buy American. If this Agreement includes services in excess of $100,000, the Contractor shall comply with the Buy-America requirements of 49 U.S.C. 5323(j) and 49 CFR Part 661 for all procurements of steel, iron, and manufactured products used in PROJECT. Buy-America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently $100,000.00). Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 CFR 661.11. Separate requirements for rolling stock are set out at 49 USC Section 5323(j)(2)(c) and 49 CFR Part 661.11.

14. Paperwork Reduction Act of 1995 (PRA). According to the PRA, no persons are required to respond to a collection of information unless such collection displays a valid OMB Control Number. The Department notes that a Federal agency may not conduct or sponsor a collection of information, nor is the public required to respond to a collection of information unless it is approved by OMB under the PRA, and displays a currently valid OMB Control Number (44 U.S.C. 3507). Also, notwithstanding any other provisions of law, no person shall be subject to penalty for failing to comply with a collection of information if the collection of information does not display a currently valid OMB Control Number (44 U.S.C. 3512).

15. Contract Work Hours/Safety Standards Act. If Contractor receives more than $100,000 under this Agreement for construction or for services that involve the

employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations.

16. Solid Waste Disposal Act. Contractor shall recognize mandatory standards and policies relating to the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

17. Ukraine- / Russia-Related Sanctions. Contractor shall comply with federal economic sanctions in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. Failure to comply may result in the termination of contracts or grants, as applicable.

18. Lobby Certification. If Contractor receives more than $100,000 under this Agreement, Contractor shall comply with regulations regarding Lobbying by signing Exhibit E-1, Certification Regarding Lobbying.

19. Debarment Certification. Contractor shall comply with the regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix I by signing Exhibit E-2, Certification Regarding Debarment.

20. Drug Free Workplace. Contractor shall comply with the government-wide requirements for a drug-free workplace codified at 29 CFR Part 98 and as certified by Contractor in Exhibit E-3.

Exhibit E-1: Lobbying Certification

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting 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 of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) 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," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Conservation Corps North Bay
Grantee/Contractor Organization

SCYEC
Program/Title

Angel Minor, CEO
Name and Title of Authorized Signatory

Angel Minor
Signature

4/20/23
Date

Exhibit E-2: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS

By signing this certification, Contractor certifies under penalty of perjury under state and federal laws that Contractor will comply with the regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 180, I that the primary principal, to the best of their knowledge and belief, that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph (b) of this certification, and

d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Conservation Corps North Bay
Grantee/Contractor Organization

SCYEC
Program/Title

Angel Minor, CEO
Name and Title of Authorized Signatory

Angel Minor
Signature

4/20/23
Date

Exhibit E-3: Certification Regarding Drug Free Workplace

CERTIFICATION

The undersigned hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug free workplace. The undersigned will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
   a) The dangers of drug abuse in the workplace;
   b) The person's or organization's policy of maintaining a drug-free workplace;
   c) Available counseling, rehabilitation and employee assistance programs;
   d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355(c) that every employee who works on the proposed contract.
   a) Will receive a copy of the drug free policy statement, and
   b) Will agree to abide by the terms of the statement as a condition of employment on the contract.

I hereby swear that I am duly authorized legally to bind this organization to the above described certification. I am fully aware that this certification is made under penalty of perjury under the laws of the State of California.

Conservation Corps North Bay
Grantee/Contractor Organization

SCYEC
Program/Title

Angel Minor, CEO
Name and Title of Authorized Signatory

Angel Minor
Signature

4/20/23
Date

Exhibit G: Media Communications

If Contractor provides media communications to the public, including but not limited to flyers, press releases, web or social media posts, public service announcements, or interviews, about any program activities or projects funded under this Agreement, Contractor shall give credit to County as the program's funding source. County reserves the right to review and approve media communications, prior to release. In providing any media coverage referenced above, Contractor shall comply with all confidentiality requirements in Article 9.12.

Exhibit I: Data System Requirements

I. CalJOBS Requirements

A. Access to CalJOBS shall be allowed for designated staff and only for the purpose described in Exhibit A Scope of Work. Accessing client information related to anything other than what is described in the scope is strictly prohibited.

B. Access to CalJOBS will be allowed only for Contractor staff that have signed and submitted a HSD Security & Confidentiality Agreement. This Agreement must be received by HSD prior to the issuance of a secure user name and password.

C. Contractor will provide written notification to HSD of any employee change that relates to this Agreement, including termination of access due to leave, job change or other reason, within two (2) business days of the change.

D. Contractor will ensure that usernames and passwords are not shared by Contractor employees.

E. Contractor agrees to require all persons who have access to client information in CalJOBS to comply with the provisions of Section 10850 of the Welfare and Institutions (W & I) Code and Division 19 of California Department of Social Services Manual of Policy and Procedures and that any person knowingly and intentionally violating the provisions of this Agreement is guilty of a misdemeanor.

F. Contractor understands that there is a criminal penalty for release or use of the information by Contractor for any purpose other than stated in this Agreement.

G. All CalJOBS-related issues shall be made in writing via e-mail to ataylor@schsd.org.