

TULARE COUNTY AGREEMENT NO. _____

**COUNTY OF TULARE
SERVICES AGREEMENT FOR
COVID-19 BUSINESS ASSISTANCE PROGRAM ADMINISTRATION**

THIS AGREEMENT (“Agreement”) is entered into as of _____, between the **COUNTY OF TULARE**, a political subdivision of the State of California (“COUNTY”), and **TULARE COUNTY WORKFORCE INVESTMENT BOARD INCORPORATED**, a California Corporation (“CONTRACTOR”) for the purpose of administering the Tulare County COVID-19 Business Assistance Program. COUNTY and CONTRACTOR are each a “Party” and together are the “Parties” to this Agreement, which is made with reference to the following:

A. COUNTY has received \$48.9 million in CARES Act funding to respond and mitigate the effects of the COVID-19 pandemic. The County has approved a funding plan that includes \$5 million to support local small businesses through the COVID-19 Business Assistance Program.

B. CONTRACTOR has the knowledge and prior experience to administer the COVID-19 Business Assistance Program.

THE PARTIES AGREE AS FOLLOWS:

- 1. TERM:** This Agreement becomes effective as of July 21, 2020 and expires at 11:59 PM on December 30, 2020 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. SERVICES:** CONTRACTOR shall provide COUNTY with the services described in the attached **Exhibits A and A-1**.
- 3. PAYMENT FOR SERVICES:** COUNTY shall pay CONTRACTOR for all services provided hereunder in accordance with the attached **Exhibit B**.
- 4. INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.
- 5. GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY’S “General Agreement Terms and Conditions” are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY’S “General Agreement Terms and Conditions” can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement.

<input checked="" type="checkbox"/>	Exhibit D	Modifications to COUNTY’S “General Agreement Terms and Conditions”
<input checked="" type="checkbox"/>	Exhibit E	Additional terms and conditions for federally-funded contracts. This Exhibit can also be viewed at http://tularecountycounsel.org/default/index.cfm/public-information/

**COUNTY OF TULARE
SERVICES AGREEMENT
COVID-19 BUSINESS ASSISTANCE PROGRAM ADMINISTRATION**

7. NOTICES: (a). Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

COUNTY:

County Administrative Office
2800 W. Burrel Ave.
Visalia, CA 93291
Phone No.: (559) 636-5005
Fax No.: (559) 733-6318

CONTRACTOR:

Tulare County Workforce Investment Board, Incorporated
309 W. Main Street, Suite 120
Visalia, CA 93291
Phone No.: (559) 713-5000

(b). Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

9. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

**COUNTY OF TULARE
SERVICES AGREEMENT
COVID-19 BUSINESS ASSISTANCE PROGRAM ADMINISTRATION**

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**TULARE COUNTY WORKFORCE INVESTMENT BOARD
INCORPORATED**

Date: _____

By _____

Print Name _____

Title _____

Date: _____

By _____

Print Name _____

Title _____

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____

By _____

Chair, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form
County Counsel

By Jeffrey Kuhn
Deputy

Matter # 2020827

EXHIBIT A

COVID-19 BUSINESS ASSISTANCE PROGRAM ADMINISTRATION SCOPE OF WORK

WIB Responsibilities

1. Create an online application for the County's **COVID-19 BUSINESS ASSISTANCE PROGRAM** ("Program") and invoice submittal portal to track applications and facilitate reporting.
2. Create a reporting agreement to be signed by applicants that includes an attestation of funding use and reporting requirements.
3. Create an application which gathers the following information from applicants:
 - a. Business Information, including IRS Form W-9 and/or Form 1099 information;
 - a. Business Owner Information (for each owner with 20% or greater ownership share);
 - b. A list of eligible expenditures;
 - c. A signed reporting agreement;
4. Solicit and Collect Applications from businesses in each County Supervisorial District.
5. Screen Applications for eligibility requirements per the County's "COVID-19 Business Assistance Program Guidelines" attached as Exhibit A-1 ("Guidelines"), as those Guidelines may be revised or amended from time-to-time.
6. Send eligible applications to the County of Tulare Auditor-Controller/Treasurer-Tax Collector to verify that business owners have no unpaid or delinquent property taxes. County will send back a list of eligible and disqualified applicants based on property tax review.
7. Conduct a lottery for each County Supervisorial District to select eligible grant recipients as necessary, per the Guidelines.
8. WIB Executive Director to sign all reporting agreements on behalf of the County.
9. Notify grant recipients.
10. Provide a list of successful applicants to the Auditor-Controller/Treasurer-Tax Collector, and such other information as the Auditor-Controller/Treasurer-Tax Collector may reasonably require, in order to distribute the grants. The forms of the grants and processes for their distribution shall be determined by the Auditor-Controller/Treasurer-Tax Collector in consultation with the WIB Executive Director.
11. Conduct sample testing of invoices for compliance.
12. Generate a report to the County of all grant recipients and claimed expenses.
13. Otherwise administer the Program in accordance with the Guidelines and any clarifying direction received from the County Administrative Officer, County Auditor-Controller/Treasurer-Tax Collector, or their designees.

EXHIBIT A-1



COVID-19 BUSINESS ASSISTANCE PROGRAM GUIDELINES

7/15/2020

BACKGROUND

On March 11, 2020, the County Coordinator of Emergency Services proclaimed a local emergency due to the presence of COVID-19 within Tulare County, which was later ratified by the Board on March 17, 2020. Since that time, the severity of the local emergency has increased daily, with additional reported cases of COVID-19 infections and related deaths in all areas of California, the U.S., and throughout the world. On March 19, 2020, Governor Newsom issued Executive Order N-33-20, ordering all California residents to stay at home, except as needed to maintain the continuity of operations in infrastructure sectors critical to protect the health and well-being of all Californians.

With the COVID-19 emergency, many small businesses nationwide are experiencing economic hardship as a direct result of the public health measures taken to minimize the public's exposure to the virus. These measures, some of which are government-mandated, are being implemented nationwide and include the closures of restaurants, bars, gyms, and personal care services such as nail and hair salons. In addition, based on the advice of public health officials, other measures, such as keeping a safe distance from others or even stay-at-home orders, are being implemented, resulting in a dramatic decrease in economic activity as the public avoids commercial centers, retail stores, and other businesses.

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) was signed into law. Funding is designated for emergency assistance and health care response for individuals, families, and businesses affected by the COVID-19 pandemic. Tulare County is eligible to receive \$48.9 million in CARES Act funding, which will be utilized in accordance with the Board-approved Tulare County Funding Plan (Plan). The Plan earmarks \$14.1 million for community investment, \$5.5 million of which is earmarked for support to small businesses impacted by the COVID-19 pandemic. Additionally, on July 14, 2020, the Board authorized the County Administrative Officer to allocate up to an additional \$2.5 million from contingency toward the program, if the demand for funding exists.

The County intends to provide this support to small business in the form of grants, up to \$5,000 per small business with 20 or fewer employees, to mitigate the negative impacts associated with the COVID-19 pandemic. Examples of expenses eligible for grant reimbursement or funding include rent payments, utility costs, cleaning supply and disinfectant costs, personal protective equipment costs, social-distancing-reconfiguration costs, and costs associated with limiting cash-handling.

GRANT PROGRAM GUIDELINES

The following are Tulare County COVID-19 Business Assistance Program guidelines.

Purpose

The intent of the Tulare County COVID-19 Business Assistance Program is to provide local small businesses that have experienced a loss in revenue due to COVID-19 with financial assistance to mitigate the negative impacts of the pandemic and support the implementation of COVID-19 health and safety measures.

EXHIBIT A-1



COVID-19 BUSINESS ASSISTANCE PROGRAM GUIDELINES

7/15/2020

Eligible Uses

Funding may be used to cover the following eligible business expenses incurred between March 19, 2020 through September 30, 2020:

1. Rent
2. Utilities
3. Other expenses associated with operating business in a way that protects employees and customers from exposure to COVID-19 and helps prevent the virus' spread. Examples include cleaning and disinfectant supplies for employees and customers, face masks, gloves, service counter modifications, plexiglass shields, social distancing signage, health and safety signage, systems that encourage social distancing and limit cash handling, etc.

Eligibility Requirements

1. Applicants must attest to a loss of net revenue as a result of COVID-19 pandemic.
2. Applicants shall be a for-profit business, non-profit organization, or independent contractor.
3. Applicants must attest that the business, for which the applicant is seeking funding, is the applicant's primary source of income.
4. Applicants primary business location shall be physically located and operating in Tulare County.
5. Business must have 20 full-time equivalent employees or fewer. Self-employed businessowners are eligible.
6. Applicants must demonstrate that the business was in operation prior to March 19, 2020 (business license, utility bill, lease agreement).
7. Applicants must have no unpaid or delinquent property taxes. Applicants with existing payment plans in good standing are eligible.
8. Selected businesses will be required to sign a reporting agreement to be carried out throughout the term of the grant.
9. Business applicant will not be eligible to apply if business has been approved or has received disaster relief funding such as Paycheck Protection Program, SBA Economic Injury Disaster Relief Loan or a loan from an incorporated city in Tulare County.

Grant Award and Administration

1. The Tulare County Small Business Grant Program will be administered by the Tulare County Workforce Investment Board.
2. Grants will be allocated in amounts of \$5,000 per small business as defined. Any unspent funds will be returned to the County.
3. Grants will be limited to one (1) per small business as defined.
4. The allocated funding will be distributed evenly among the five County Supervisorial Districts, up to \$1.5 million per district. In the event that there are not a sufficient number of eligible applicants in a given district, then the balance of that district's allocation will be redistributed evenly among those districts that have a surplus of applicants.
5. If the number of eligible applicants from a district exceeds that district's allocation, then eligible grant recipients for that district will be selected by lottery to receive funding.

Reporting Requirements

1. All eligible expenses must be reported to the County by September 30, 2020

EXHIBIT B

COVID-19 BUSINESS ASSISTANCE PROGRAM ADMINISTRATION BUDGET SUMMARY

BUDGET ITEM	BUDGET
Staffing	\$141,733
<i>Business Services Staff</i>	
<i>Monitoring Staff</i>	
<i>Fiscal Staff</i>	
Middlestate Contract (online portal development and branding)	\$21,360
Indirect Costs	\$103,710
Marketing	\$35,000
<i>WIB online and direct marketing</i>	
<i>Chamber of Commerce Outreach</i>	
TOTAL	\$301,803

This budget represents an estimation of program administration costs. COUNTY and CONTRACTOR agree that individual budget item totals may vary, and that the total payments under this agreement shall not exceed \$320,000.

EXHIBIT C

NON-PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Commercial General Liability coverage of \$1,000,000 on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (occurrence Form CG 00 01). If a general aggregate applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of no less than \$1,000,000 per accident for bodily injury and property damage. If an annual aggregate applies it must be no less than 2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

B. Specific Provisions of the Certificate

1. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY OF TULARE, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operation.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance at least as broad as ISO CG 20 01 01 13 as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *Each insurance policy required by this agreement shall provide that coverage shall not be canceled, except with written notice to the COUNTY.*
 - d. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this*

provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-VII and a Standard & Poor's rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

EXHIBIT D
TO COUNTY OF TULARE SERVICES AGREEMENT
FOR COVID-19 BUSINESS ASSISTANCE PROGRAM ADMINISTRATION

COUNTY and CONTRACTOR agree to modify the COUNTY'S "General Agreement Terms and Conditions" (Form revision approved 01/01/2018) as set forth below:

1. Section 12 "INDEMNIFICATION AND DEFENSE" is replaced in its entirety with the following:

12. INDEMNIFICATION AND DEFENSE:

To the fullest extent permitted by law, each Party must indemnify, defend (at its sole cost and expense), protect and hold harmless the other Party, all subsidiaries, divisions and affiliated agencies of the indemnified Party, and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors and assigns, (each, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional expert or consultants' fees and costs and the Indemnified Parties' general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") to the extent caused by the negligence, recklessness, or misconduct of the indemnifying Party with respect to any work performed or services provided under this Agreement (including, without limitation, the negligent acts, errors and/or omissions of the indemnifying Party, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, contractors, anyone employed directly or indirectly by any of them to perform the services or for whose acts they may be liable under this Agreement or any or all of them).

(b) The duty to defend is a separate and distinct obligation from a Party's duty to indemnify. Each Party shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the Indemnified Parties immediately upon tender to indemnifying Party of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. Payment to the Party by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party cannot be a condition precedent to enforcing the Indemnified Party's rights to indemnification under this Agreement. The obligation to defend extends through final judgment, including exhaustion of any appeals. A Party's indemnification obligations under this Agreement will survive the expiration or earlier termination of this Agreement until action against the Indemnified Parties for the matter indemnified is fully and finally barred by the applicable statute of limitations or statute of repose. A Party's liability for indemnification under this Agreement is in addition to any liability the Party may have for a breach of any of the provisions of this Agreement. Under no circumstances may the insurance requirements and limits set forth in Exhibit C of this Agreement be construed to limit a Party's indemnification obligation or other liability under this Agreement. The terms of this Agreement are contractual and the result of negotiation between the Parties.

(c) Each Party must indemnify and hold the other Party harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses, for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by a Party, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

2. Section 13 "**TERMINATION**" is replaced in its entirety with the following:

13. TERMINATION:

(a) **Without Cause:** Either Party may terminate this Agreement without cause by giving thirty (30) days' prior written notice to the Other Party of its intention to terminate under this provision, specifying the date of termination. COUNTY will pay to CONTRACTOR the compensation earned for work satisfactorily performed and not previously paid for to the date of termination. COUNTY will not pay lost anticipated profits or other economic loss. The payment of any compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of all plans, specifications and estimates, and other documents prepared by CONTRACTOR for COUNTY'S sole and exclusive use in accordance with this Agreement that have not been previously provided or made available to COUNTY. COUNTY will not impose sanctions on CONTRACTOR under these circumstances.

(b) **With Cause:** Either Party may terminate this Agreement immediately, by written notice to the other Party, should the other Party:

- (1) Be adjudged a bankrupt, or
- (2) Become insolvent or have a receiver appointed, or
- (3) Make a general assignment for the benefit of creditors, or
- (4) Suffer any judgment that remains unsatisfied for 30 days, and that would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) Materially breach this Agreement.

In addition, COUNTY may terminate this Agreement based on:

- (6) Material misrepresentation, either by CONTRACTOR or anyone acting on CONTRACTOR'S behalf, as to any matter related in any way to COUNTY'S retention of CONTRACTOR, or
- (7) Other misconduct or circumstances that, in the sole discretion of COUNTY, either impairs the ability of CONTRACTOR to competently provide the services under this Agreement or exposes COUNTY to an unreasonable risk of liability.

For any of the occurrences except item (5) above, termination may be effected upon written notice by the terminating Party specifying the date of the termination. If CONTRACTOR fails to perform according to the terms and conditions of this Agreement, then COUNTY may, in addition to any other

remedy it may have, issue a declaration of default after 10 days written notice to CONTRACTOR. Upon a material breach, the Agreement may be terminated after the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party within 5 business days of written notice specifying the breach. If the breach is not remedied within that 5-day period, then the non-defaulting Party may terminate this Agreement on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a 5-day period, then the defaulting Party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting Party consents to that proposal in writing, which consent may not be unreasonably withheld, then the defaulting Party must immediately embark on its plan to cure the default or breach. If the default or breach is not cured within the time agreed, then the non-defaulting Party may terminate this Agreement upon written notice specifying the date of termination.

COUNTY will pay to CONTRACTOR the compensation earned for work satisfactorily performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of all plans, specifications and estimates, and other documents prepared by CONTRACTOR for COUNTY'S sole and exclusive use by the date of termination in accordance with this Agreement that have not been previously provided or made available to COUNTY. COUNTY will not pay lost anticipated profits or other economic loss, nor will COUNTY pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If COUNTY terminates this Agreement for cause, COUNTY may deduct and the expense of finishing CONTRACTOR'S scope of work from the unpaid balance of the Agreement. COUNTY may impose sanctions under these circumstances, which may include possible rejection of future proposals based on specific causes of CONTRACTOR'S non-performance.

(c) **Effects of Termination:** Expiration or termination of this Agreement will not terminate any obligations under this Agreement to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Termination will not affect any rights of COUNTY or CONTRACTOR to recover damages against the other Party.

(d) **Suspension of Performance:** Independent of any right to terminate this Agreement, the authorized representative of the COUNTY department or agency for which CONTRACTOR'S services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

COUNTY OF TULARE
EXHIBIT E
TO SERVICES AGREEMENT
ADDITIONAL TERMS & CONDITIONS FOR FEDERALLY-FUNDED CONTRACTS
(Form revision approved 01/19/2018)

FEDERALLY-FUNDED SERVICES. COUNTY will be paying for the services to be provided under this Agreement, in whole, or in part, with Federal grant funds, and so the following additional terms and conditions will apply to this Agreement:

(1) Equal Employment Opportunity — Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3, then during the performance of this Agreement, the CONTRACTOR agrees as follows:(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.(2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.(3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR'S legal duty to furnish information.(4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to

be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.(6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.(7) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the COUNTY may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the COUNTY, then the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States. The COUNTY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

The COUNTY agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor

COUNTY OF TULARE
EXHIBIT E
TO SERVICES AGREEMENT
ADDITIONAL TERMS & CONDITIONS FOR FEDERALLY-FUNDED CONTRACTS
(Form revision approved 01/19/2018)

in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The COUNTY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the COUNTY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the COUNTY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the COUNTY; and refer the case to the Department of Justice for appropriate legal proceedings.

The CONTRACTOR and each of its subcontractors shall include the equal opportunity clause in each of its subcontracts.

(2) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). — If this Agreement involves payment for construction services in excess of \$2,000, then the CONTRACTOR must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the Davis-Bacon Act, the CONTRACTOR is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the U.S. Secretary of Labor. In addition, the CONTRACTOR is required to pay wages not less than once a week. The COUNTY must provide CONTRACTOR with a copy of the current prevailing wage determination issued by the U.S. Department of Labor with respect to the services to be provided under the subject Agreement. The CONTRACTOR’S execution of the

subject Agreement constitutes the CONTRACTOR’S acceptance of the wage determination. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(3) Copeland “Anti- Kickback” Act (40 U.S.C. 3145). — CONTRACTOR must comply with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Under the Copeland “Anti- Kickback” Act, the CONTRACTOR and all subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(4) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) — If this Agreement involves payments for services in excess of \$100,000 that include the employment of mechanics or laborers, then the CONTRACTOR must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the CONTRACTOR is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(5) Rights to Inventions Made Under a Contract or Agreement — If the Federal award supporting payments for services under this Agreement meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Agreement is with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” then the COUNTY and the CONTRACTOR recipient or subrecipient must comply with

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the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(6) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended — If this Agreement involves payments for services in excess of \$150,000, then the CONTRACTOR must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(7) Debarment and Suspension (Executive Orders 12549 and 12689) — By execution of this Agreement, CONTRACTOR certifies to the COUNTY that it is not a party listed on the government-wide exclusions list in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension," and is not debarred, suspended, or otherwise excluded from the award of a federally-supported contract under statutory or regulatory authority other than Executive Order 12549.

(8) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — If this Agreement involves payments for services in excess of \$100,000, then by execution of this Agreement, the CONTRACTOR certifies to the COUNTY that it will not and has not used Federally-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The CONTRACTOR must also disclose to the COUNTY is writing any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

(9) Procurement of recovered materials — Pursuant to 2 CFR § 200.322, the COUNTY and the CONTRACTOR must comply with section 6002 of the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include

procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(10) Records Retention and Access — Pursuant to 2 CFR §§ 200.333 through 200.337, the following provisions regarding Records Retention and Access will apply to this Agreement:

(A) Retention requirements for records. CONTRACTOR must retain all financial records, supporting documents, statistical records, and all other of its records pertinent to this Agreement for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or COUNTY. The only exceptions to the 3 year limit are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the CONTRACTOR is notified in writing by the COUNTY or Federal awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the COUNTY, or Federal awarding agency, the 3-year retention requirement is not applicable to the CONTRACTOR.

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(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the CONTRACTOR'S fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the COUNTY or the Federal Government to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the COUNTY or Federal Government for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

(B) Methods for collection, transmission and storage of information. In accordance with the May 2013 Executive Order on Making Open and Machine Readable the New Default for Government Information, the Federal awarding agency and the CONTRACTOR should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper. The Federal awarding agency or COUNTY must always provide or accept paper versions of Federal award-related information to and from the CONTRACTOR upon request. If paper copies are submitted, the Federal awarding agency or COUNTY must not require more than an original and two copies. When original

records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

(C) Access to records.

(a) Records of CONTRACTOR. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the COUNTY, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the CONTRACTOR which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the CONTRACTOR'S personnel for the purpose of interview and discussion related to such documents.

(b) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the CONTRACTOR and the Federal awarding agency or COUNTY. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and COUNTY must not impose any other access requirements upon CONTRACTOR.

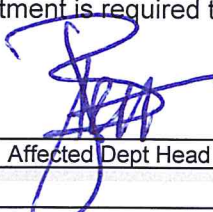
AUD-308 - Budget Adjustment Form

5:11 PM

07/15/20								01			2021
Date				Document ID Number		Accounting Period		Budget Fiscal Year			
				County Administration		Justin Avila		636-5005			
				Agency Name		Contact Person		Phone		Extension	
Action** A,C,D	Fund	Dept	Appr #				<u>LEVEL 1 Finish Here</u>	Current Amount	Revised Amount	Inc / Dec Amt	
A	009	009	009OTH						7,500,000	7,500,000	
										-	
										-	
										-	
										-	
										-	
										-	
										-	
										-	
Appropriations Total							<i>Need Not Equal Zero</i>	-	7,500,000	7,500,000	
Action** A,C,D	Fund	Dept	Appr #	Unit	Object	Rev	<u>LEVEL 2 Start Here</u>	Current Amt	Revised Amount	Inc / Dec Amt	
A	009	009	009OTH	1000	7445			-	7,500,000	7,500,000	
A	009	009		1000		5249		-	7,500,000	(7,500,000)	
										-	
										-	
										-	
										-	
										-	
										-	
										-	
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										-	
										-	
Line Total							<i>Must Equal Zero</i>	\$ -	\$ 15,000,000	\$ -	

Reason for Adjustment (To Avoid Correspondence, State Reason in Detail)

Budget adjustment is required to establish a \$7.5 million appropriation of CARES Act Funding for the COVID-19 Business Assistance Program.



Affected Dept Head Signature

Other Affected Dept Head Signature

Checked By: _____
County Executive Office Action: No. _____ Date: _____
() Approved () Disapproved

Entered By: _____
Date: _____
Distribution: 1: BOS/CAO/Auditor

By: _____
Board of Supervisors Action: No. _____ Date: _____

**** Action Codes: A=Add, C=Change, D=Deactivate**
 * Whenever a 93XX account budget is adjusted, a corresponding 94XX account budget must be adjusted in the billing agency, except for ISFs
 * Whenever a 95XX account budget is adjusted, a corresponding 96XX account budget must be adjusted in the billing agency, and vice versa
 * Whenever a 97XX account budget is adjusted, a corresponding 98XX account budget must be adjusted in the billing agency, and vice versa