

CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and The California Workforce Association (CWA) ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on December 19, 2016, and end on June, 30, 2017, unless sooner terminated as specified herein.

2. Scope of Services.

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. Compensation for Services.

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance Limits.

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$300,000 each person; \$500,000 each accident; \$50,000 property damage for each accident

6. Termination.

The number of days of advance written notice required for termination of this contract is 30 days.

7. Specific Terms and Conditions (check one)

- ☐ There are no additional provisions to this contract.
- ☒ The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.
- ☐ The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Name: Enrique Arreola

Title: Deputy Director

Address: 1111 San Felipe Road, Suite 108

Hollister, CA 95023

Telephone No.: (831) 634-4918

Fax No.: (831) 637-9293

Contract Administrator for CONTRACTOR:

Name: Bob Lanter

Title: Executive Director

Address: 1107 9th Street, Suite 801

Sacramento, CA 95814

Telephone No.: (916) 325-1610

Fax No.: (916) 325-1618

SIGNATURES

APPROVED BY COUNTY:

Name: James A. Rydingsword

Title: Director, HHSA

Date: _____

APPROVED BY CONTRACTOR:

Name: Bob Lanter

Title: Executive Director

Tax I.D. or Social Security No.: _____

Date: 1/18/17

APPROVED AS TO LEGAL FORM:

Irma Valencia, San Benito County Counsel's Office



By: Irma Valencia, Deputy County Counsel

Date: 2-10-17

ATTACHMENT A

Scope of Services

The CONTRACTOR shall provide, for the COUNTY'S benefit, the following services related to the development of the Workforce Innovation & Opportunity Act (WIOA) Workforce Development Local Plan for the San Benito County Workforce Development Board (WDB).

The consultant has two key roles in Local Plan preparation: overall project management, and stakeholder engagement. As project manager, the consultant is to facilitate the effective contribution of all work teams to the successful preparation and timely delivery of the Local Plan. It will identify work or information gaps and ensure that any such gaps are closed and will draft a Local Plan that is clear, coherent, focused and concise.

The consultant will effect successful stakeholder engagement on behalf of the Board. It will identify key stakeholders—mandated and strategic—from partner agencies, local governments, service-area residents, the business community, and advocacy groups to include in the process, ensure their engagement and incorporate their input and feedback.

The consultant will facilitate effective communication among all the work teams, including senior management, and with the governing board. It will focus planning efforts on developing and writing a Local Plan that not only meets the requirements of state WIOA authorities, but serves as an effective strategy map for the Board (both governing board and staff) to undertake transformations that may be necessary to ensure that it is as successful as it can be in meeting both the mandate and the challenge of WIOA to serve this community's workforce development needs in the evolving economy.

A. Timeline

Project Management and Engagement Plans – 12/22/16

Local Plan First Draft - 1/11/17

Local Stakeholder Engagement Meeting - On or around 1/20/16

Local Plan Second Draft - 1/26/17

Governing (WDB) Board Review and Comments - 1/27/17-2/1/17

30-day Public Comment Period - 2/3/17 – 3/3/17

Final Draft to San Benito County, with Comments incorporated – 3/13/17

Submit Plans to State Board - 3/15/17

END OF ATTACHMENT A

ATTACHMENT B

Payment Schedule

B-1. BILLING

Charges for services pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- ☐ One month in arrears.
- ☐ Upon the complete performance of the services specified in Attachment A.
- ☒ The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

- ☐ a total lump sum of \$ _____, or
- ☒ a total sum not to exceed \$15,000.

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

- ☐ There are no additional terms of compensation.
- ☒ The following specific terms of compensation shall apply. (Specify)

Contractor shall be paid on a cost reimbursement monthly basis for the period of December 19, 2016 – June 30, 2017. Invoices will be submitted by the 5th of every month to the attention of:

Enrique Arreola
Community Services and Workforce Development
1111 San Felipe Road, Suite 108
Hollister, CA 95023

ATTACHMENT C

General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or

- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also

represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

END OF ATTACHMENT C.

ATTACHMENT D

COMMUNITY SERVICES & WORKFORCE DEVELOPMENT

D-1. CONTRACTOR'S Assurances and Certification.

CONTRACTOR assures and certifies the following provisions:

- D-1.1 None of the officers of CONTRACTOR have been convicted of fraud or misappropriation of funds within the last two (2) years (FEMA/UIC 15051(b)). CONTRACTOR certifies to the best of its knowledge and belief, that it and its principals are not/have not been debarred, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. CONTRACTOR assures that it is licensed in good standing in California and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible.
- D-1.2 Paragraph C-1 is void. Instead, CONTRACTOR agrees to indemnify, defend and save harmless COUNTY and COUNTY'S officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, CONTRACTOR'S performance under this contract. CONTRACTOR'S performance includes CONTRACTOR'S action or inaction, or the action or inaction of CONTRACTOR'S officers and employees. CONTRACTOR also agrees to indemnify, defend and save harmless COUNTY and COUNTY'S officers and employees, from and against, any and all claims and losses whatsoever arising out of, or in any way related to the actions or inactions of CONTRACTOR'S sub-contractors or any other person, corporation or entity furnishing or supplying work, services, materials, or supplies to CONTRACTOR in connection with CONTRACTOR'S performance of this contract. The claims or losses referred to in the paragraph include, but are not limited to, claims for property damage, personal injury, death, and any legal expenses, such as attorneys' fees, court costs, investigation costs and expert fee, incurred by COUNTY in connection with such claims or losses.
- D-1.3 As specified in paragraph C-16, this contract contains the entire contract of the parties and supersedes all negotiations and any other contract between them. As further specified in paragraph C-8, this contract is not intended to and shall not be interpreted to create the relationship of agent, servant, employee, partnership, joint venture or association between COUNTY and CONTRACTOR.
- D-1.4 In addition to the insurance requirements specified elsewhere in this contract, CONTRACTOR shall obtain and maintain in force during the term of this contract, the following minimum insurance coverage:
 - a. Property damage coverage for a \$100,000 minimum.
 - b. Workers' compensation insurance which complies with the provisions of the California labor code for WIA participants or medical and accident insurance at least equivalent to workers' compensation insurance for any WIOA participants not qualifying as "employed".

CONTRACTOR shall file with COUNTY proof of insurance coverage as required by this contract before any payments under this contract are made by COUNTY.

- D-1.5 CONTRACTOR shall participate in, and be bound by, the requirements of the Workforce Innovation and Opportunity Act (WIOA) and with the regulations and policies promulgated thereunder.
- D-1.6 If the regulations promulgated pursuant to WIOA are amended or revised, CONTRACTOR shall comply with the changes or will notify COUNTY within thirty (30) days that CONTRACTOR cannot so conform.
- D-1.7 CONTRACTOR will comply fully with the nondiscrimination and equal opportunity provisions of WIOA, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR-chapter 60); and Title IX of the Education Amendments of 1972, as amended; as well as with all applicable requirements imposed by or pursuant to regulations implementing those laws. CONTRACTOR understands the United States has the right to seek judicial enforcement of this assurance, and CONTRACTOR consents to such enforcement.
- D-1.8 CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964. The act in pertinent part provides that no person in the United States shall, on the grounds of race, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance. CONTRACTOR shall immediately take any measures necessary to give effect to Title VI.
- D-1.9 CONTRACTOR shall comply with Title VII of the Civil Rights Act of 1964 which in pertinent part prohibits employment discrimination where (1) the primary purpose of a contract or subcontract is to provide employment, or (2) discriminatory employment practices will result in unequal treatment of a person who is or should be benefiting from the activity aided pursuant to the contract.
- D-1.10 CONTRACTOR or any person with responsibilities in the operation of any program under this contract shall not discriminate with respect to any program client or any applicant for participation in such program because of race, creed, national origin, sex, political affiliation or beliefs.
- D-1.11 CONTRACTOR will also comply with the provisions of the Hatch Act, if applicable, and the provisions of the WIA, which provisions limit involvement in political affiliation activities.
- D-1.12 CONTRACTOR will assure that any activities funded by this contract shall not involve any political activity.
- D-1.13 CONTRACTOR shall assure that CONTRACTOR'S employees shall be compensated at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary of Labor. In no event shall those rates be less than those specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or those specified under the applicable State or local minimum wage law, whichever rates are higher.
- D-1.14 CONTRACTOR shall assure that all services and activities provided under this contract will be administered by or under the supervision of the CONTRACTOR.

- D-1.15 CONTRACTOR shall assure that appropriate standards for health and safety in the workplace and in training situations will be maintained.
- D-1.16 CONTRACTOR agrees that all conditions of the employment of or training of the job applicants referred to CONTRACTOR by COUNTY are appropriate and reasonable with regard to the type of work, the geographical region, and the proficiency of the applicant.
- D-1.17 CONTRACTOR assures the CONTRACTOR is licensed by all appropriate state and local government agencies to perform the services covered by this contract and that CONTRACTOR maintains all required permits for these services.
- D-1.18 CONTRACTOR agrees to permit the Workforce Development Area, including the State Department of Labor, Controller General of the United States or any of their duly authorized representatives, access to records pertaining to this contract including fiscal payments, participant timesheets and attendance records. CONTRACTOR agrees to maintain these records on file for a minimum of four (4) years after the closure of this contract. This paragraph does not supersede the obligations imposed by paragraphs C-5 and C-6, but is merely supplemental thereto.
- D-1.19 CONTRACTOR assures that training participants, which may be covered by this contract, will not engage in sectarian activities while in training through WIA.
- D-1.20 CONTRACTOR, if CONTRACTOR is an institution of higher learning, a non-profit organization, or a governmental entity, hereby agrees to perform an audit as prescribed in OMB Circular A-133 or A-128 as appropriate and to provide a copy of the audit to COUNTY. CONTRACTOR, if CONTRACTOR is a commercial organization, agrees to perform necessary audits as appropriate and submit such audit to COUNTY. Additionally, CONTRACTOR agrees to allow auditors provided by COUNTY access to all records pertaining to this contract. This paragraph does not supersede the obligations imposed by paragraphs C-5 and C-6, but is merely supplemental thereto.
- D-1.21 CONTRACTOR agrees that the COUNTY, State, and the Department of Labor shall have unlimited rights to any data produced as a result of this contract.
- D-1.22 CONTRACTOR assures and certifies the CONTRACTOR will or will continue to provide a drug-free workplace as required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610. CONTRACTOR'S authorized Contract Administrator, in signing this document, certifies that he/she has read and is in compliance with all terms and conditions required for certification.

D-2 Additional Stipulations Of This Contract

- D-2.1 No alteration or variation of the terms of this contract shall be valid unless made in writing in the form of an amendment and signed by both parties.
- D-2.2 In the event that CONTRACTOR violates or breaches any term of this contract, COUNTY shall be entitled to pursue any contractual remedies, legal (e.g., damages) or equitable (e.g., specific performance or declaratory relief), as such remedies may be

determined appropriate under the circumstances pursuant to the recommendation of County Counsel.

- D-2.3 This contract is contingent upon COUNTY receiving WIOA funds from the State in the amount sufficient for COUNTY to conduct the program of which this contract is a part.
- D-2.4 All reports and other materials collected or produced by the CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, State, and the Department of Labor, and shall not be subject to any copyright claimed by CONTRACTOR or patent rights with respect to any discovery of invention which arises or is developed in the course of this contract. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR without the prior written consent of COUNTY is prohibited. This provision supplements the obligations imposed by paragraph C-7.
- D-2.5 CONTRACTOR shall comply with all provisions of the Americans with Disabilities Act (ADA) of 1990.
- D-2.6 If applicable, CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- D-2.7 CONTRACTOR shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat 871).
- D-2.8 CONTRACTOR shall submit reports to COUNTY, as required by 29CFR Section 97.36(i)(7), and will maintain records to provide access to them as necessary for review to assure that funds are being expended in accordance with the provisions of the Workforce Innovation and Opportunity Act, including records that will assist in determining the extent to which the program meets the needs of eligible participants.