

AGREEMENT BETWEEN
GOLDEN SIERRA JOB TRAINING AGENCY
AND [REDACTED]

CONSULTANT/CONTRACTOR SERVICES AGREEMENT

This agreement is made at Auburn, California, as of [REDACTED], by and between Golden Sierra Job Training Agency, (GSJTA), and [REDACTED] (CONTRACTOR), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide the services described in Attachment A.
2. Payment. GSJTA shall pay CONTRACTOR for services rendered pursuant to this Agreement at the billing rates set forth in Attachment B, and not to exceed \$[REDACTED]. This shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all invoices for said services to GSJTA in the manner specified in Attachment B.
3. Attachments. All attachments referred to herein will be attached hereto and by this reference incorporated herein.
4. Independent Contractor. At all times during the term of this Agreement, CONTRACTOR shall be an Independent Contractor and shall not be an employee of GSJTA. GSJTA shall have the right to control CONTRACTOR only insofar as the results of CONTRACTOR'S services rendered pursuant to this Agreement.
5. Licenses, Permits, Etc. CONTRACTOR represents and warrants to GSJTA that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to GSJTA that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are rendered.
6. Term of Agreement. This Agreement shall commence on [REDACTED], and shall terminate on [REDACTED]. Contract may be extended by mutual consent, up to an additional two years.
7. Entirety of Agreement. This Agreement contains the entire agreement of GSJTA and CONTRACTOR with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
8. Conflict of Interest. CONTRACTOR certifies that no official or employee of GSJTA, nor any business entity in which an official of GSJTA has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, CONTRACTOR agrees that no such person will be employed in the performance of this agreement without immediately notifying GSJTA.

9. Amendments. This agreement may be modified by GSJTA upon written notice to CONTRACTOR if there is an increase or decrease in Federal or State funding levels.

10. Requirements

CONTRACTOR assures that it will fully comply with the requirements of the Workforce Investment ACT (WIA) and any State statues implementing the WIA, or as those laws may be amended, all Federal and State regulations issued pursuant to those Acts, the Governor's policies and procedures issued pursuant to WIA and State Statutes.

CONTRACTOR assures that: 1) it will administer the agreement in full compliance with safeguards against fraud and abuse as set forth in WIA and the regulations promulgated thereunder; 2) every reasonable course of action will be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism, questionable or improper conduct. The agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain.

11. Records. CONTRACTOR shall maintain, at all times, complete, detailed records with regard to work performed under this agreement in a form acceptable to GSJTA, and GSJTA shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to CONTRACTOR until GSJTA is satisfied that work of such value, as described in Attachment A and B of this agreement, has been rendered pursuant to this agreement. However, GSJTA shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

Record retention must be performed in accordance with 29 CFR 97.42 and 29 CFR 95.53 that requires records must be retained for three years following the date on which the expenditure report containing the final expenditures charged to a PY's allotment or a grant is submitted to the ETA.

12. Non-Discrimination/Equal Opportunity. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate, harass or allow harassment, in its employment practices because of sex, race, age (over 40), religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), medical condition (including cancer), sexual orientation, marital status, mental disability, pregnancy, disability and denial of family care leave. CONTRACTOR shall also comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.)

CONTRACTOR assures that it is an Equal Opportunity Employer and complies with the Americans with Disabilities Act of 1990.

CONTRACTOR assures compliance with EO 11246 of September 24, 1967, "Equal Employment Opportunity", as amended by EO 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60) as stated in 29 CFR Section 97.36(i)(3).

13. Protection of Human Subjects: CONTRACTOR shall comply with the provisions of applicable federal regulations, including but not limited to Executive Order 13627 dated September 25, 2012, which requires safeguarding the rights and welfare of human subjects who are involved in activities supported by federal program funds
14. Ownership of Information. All professional and technical information developed under this Agreement and all worksheets, reports, and related data shall become the property of GSJTA, and CONTRACTOR agrees to deliver reproducible copies of such documents to GSJTA on completion of the services hereunder. GSJTA agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.
15. Indemnification. CONTRACTOR shall hold harmless and indemnify GSJTA, its elected officials, officers, and employees, against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any person's bodily injury, including death or property being damaged by CONTRACTOR or any person employed by CONTRACTOR or in any capacity during progress of the work, whether by negligence or otherwise. GSJTA agrees to defend, indemnify and hold harmless SC, its officers, agents, and employees from and against all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect, including any and all costs and expenses in connection therein, arising out of the performance of this agreement to the extent caused by acts, errors or omissions of the GSJTA, except for any such claim arising out of the negligence or willful misconduct of SC, its officers, agents, or employees.
16. Insurance. CONTRACTOR shall obtain, maintain and file with GSJTA upon execution of this Agreement, comprehensive general liability insurance and/or other insurance necessary to protect the public with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage with appropriate coverage endorsements to include broad form contractual, broad form property damage, contractor's protective, operations, auto and non-owned auto, host liquor, personal injury, and fire-legal liability applicable to this agreement, As an alternative, [REDACTED] may procure and maintain the above insurance in the single limit of \$1,000,000.

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

"GSJTA, its officers, agents, employees and volunteers, are to be covered as insureds for all liability arising out of operations, or on behalf of, the named insured in the performance of this Agreement." "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to GSJTA."

Workers' Compensation Insurance shall also be provided, as required, by any applicable law or regulation.

Each Workers' Compensation policy shall be endorsed with the following specific language:

Cancellation Notice. "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to GSJTA."

Certificates of Workers' Compensation shall be provided to GSJTA at execution of this agreement.

17. Personnel. CONTRACTOR has designated [REDACTED] to oversee services to this Agreement. Reassignment or substitution of individuals will not be made without the prior written consent of GSJTA. Failure to obtain prior written consent shall be grounds for cancellation of the Agreement by GSJTA, and payment shall be made only for that work overseen by [REDACTED].
18. Contractor, Not Agent. Except as GSJTA may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of GSJTA in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind GSJTA to any obligation whatsoever.
19. Termination of Contract for Cause and Convenience. If CONTRACTOR fails to perform said services to the satisfaction of the GSJTA, or if CONTRACTOR fails to fulfill in a timely and professional manner the obligations under this Agreement, or if CONTRACTOR violates any of the terms or provisions of this contract, then GSJTA shall have the right to terminate this agreement effective immediately upon GSJTA giving written notice thereof to CONTRACTOR. Notwithstanding failed performance, either party may terminate this agreement on thirty (30) days' written notice. GSJTA shall pay CONTRACTOR for all work satisfactorily completed as of the date of notice.
20. Debarment, Suspension. CONTRACTOR hereby certifies to the best of its knowledge that neither it nor any of its principals to be used in the performance of this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
21. Drug-Free Workplace Certification. CONTRACTOR certifies that it will comply the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq. and 29 CFR, Part 98) and will provide a drug-free workplace as stated in 20 CFR Section 667.200(d).
22. Notification. Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

If to GSJTA:

[REDACTED], Executive Director
Golden Sierra Job Training Agency
1919 Grass Valley Hwy, Suite 100
Auburn, CA 95603

If to AGENCY/ORGANIZATION:

Name, Title
Agency/Organization
1234 First Street
Rocklin, CA 95677

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received three (3) days after the date on which it was mailed.

IN WITNESS WHEREOF, GSJTA and CONTRACTOR have executed this Agreement on the day and year set forth below.

GOLDEN SIERRA JOB TRAINING AGENCY

Date: _____

_____, Executive Director

AGENCY/ORGANIZATION

Date: _____

Name, Title

Note: If a corporation, agreement must be signed by two corporate officers; one must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation.

SCOPE OF WORK

Cohort-Based Closed Class Instruction – 15-25 students

SERVICES

Extracted from proposal

Narrative

1) Class Size

2) Timeline (Proposed)

3) Recruiting:

4) Cost

5) Curriculum

6) Outcomes

Payment Schedule

Cost breakout per participant

Refund policy –

Invoice process

Submit detailed invoice containing client names at start of program to:

Golden Sierra Job Training Agency
1919 Grass Valley Hwy, Suite 100
Auburn, CA 95630