

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY**

DEPT: COMMUNITY SERVICES AGENCY

BOARD AGENDA # B-26

Urgent Routine

AGENDA DATE June 5, 2001

CEO Concurs with Recommendation YES *DK* NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

APPROVAL OF AN AGREEMENT WITH YOSEMITE COMMUNITY COLLEGE DISTRICT FOR A PRE-CONSTRUCTION TRAINING PROGRAM FOR StanWORKs PARTICIPANTS.

**STAFF
RECOMMEN-
DATIONS:**

1. APPROVE AN AGREEMENT WITH YOSEMITE COMMUNITY COLLEGE DISTRICT FOR A PRE-CONSTRUCTION TRAINING PROGRAM FOR StanWORKs PARTICIPANTS.
2. AUTHORIZE THE COMMUNITY SERVICES AGENCY DIRECTOR, OR HIS ASSISTANT DIRECTOR DESIGNEE, TO SIGN THE AGREEMENT NOT TO EXCEED THE TOTAL CONTRACT AMOUNT OF \$163,071 FOR THE PERIOD APRIL 1, 2001 THROUGH FEBRUARY 28, 2002.

**FISCAL
IMPACT:**

The total amount of this agreement is \$163,071. Appropriations and corresponding revenues have been included in the Agency's FY 2000/2001 Budget and the proposed FY 2001/2002 Budget. There will be no additional cost to the County General Fund over and above what the county is already required to pay as its Maintenance of Effort in the CalWORKs program.

BOARD ACTION AS FOLLOWS:

No. 2001-410

On motion of Supervisor Mayfield, Seconded by Supervisor Caruso
and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended

Motion:



APPROVAL OF AN AGREEMENT WITH YOSEMITE COMMUNITY COLLEGE DISTRICT
FOR A PRECONSTRUCTION TRAINING PROGRAM FOR StanWORKs PARTICIPANTS.

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DISCUSSION: BACKGROUND:

In October 2000, the Community Services Agency (CSA) entered in to a collaborative project with Modesto Junior College, Central Valley Opportunity Center, Desarrollo Latino Americano, American G I Forum, labor, and the City of Modesto to offer a pre-construction training program for low income residents in Stanislaus County. The collaboration began as a National League of City's (NLC) Workforce Development Project, with the NLC providing the technical assistance to the collaborative. The project culminated in the creation of a pre-construction training program modeled after similar programs in Merced and San Joaquin counties.

The training program began in October 2000 with thirty-three trainees enrolled in the program. Twenty-three trainees graduated from the program in January 2001. The target population for this training program was low income residents and recipients of Temporary Aid to Needy Families (TANF), with an emphasis on serving Hispanic adults.

Outcomes from the first graduating class are as follows:

- Eleven of the 33 individuals enrolled in the program were TANF recipients
- Ten of the eleven TANF recipients completed the program
- Six of ten TANF graduates are currently working
- One TANF graduate moved out of county
- One TANF graduate is on medical leave
- Two TANF graduates are looking for employment

Because of the success of our first graduating class, CSA desires to continue the program by offering three sessions over the next eleven months.

PROGRAM OVERVIEW:

The program consists of: orientation; 600 hours of hands on training; 120 hours of employability and life skills education; job placement assistance; case management services. The training lasts fifteen weeks and is offered at the Construction Technology Center in downtown Modesto.

PARTNERS RESPONSIBILITIES:

CSA will screen and refer eligible TANF recipients to the training program. MJC will provide instructors and various building materials, tools, classroom equipment, textbooks and supplies needed for the program. CVOC will provide job development and placement assistance; case management and intervention services; outreach, assessment and instruction for the Primer Piso; and housing development and small contractor center services.

EXPECTED OUTCOMES:

Upon completion of the program participants will:

1. Show improvements in their basic skills and language skills

APPROVAL OF AN AGREEMENT WITH YOSEMITE COMMUNITY COLLEGE DISTRICT
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DISCUSSION
(Continued):

2. Become knowledgeable of employment opportunities available through: (1) union apprenticeship programs, (2) entry level employment in the trades, and (3) general employment
3. Earn college credit units for courses completed
4. Acquire technical skills applicable to the construction industry
5. Acquire enhanced math skill applicable to the building trades

POLICY
ISSUE:

Approval of this request supports the Board's priority of economic development and self-sufficiency through community service delivery and efficient government operations.

STAFFING
IMPACT:

None.

4/5/01
B-26
2001-410

COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
CONTRACT TO PROVIDE
A PRE-CONSTRUCTION SKILLS TRAINING PROGRAM
APRIL 1, 2001 THROUGH FEBRUARY 28, 2002

This Agreement is made and entered into this first day of April 2001, by and between the **County of Stanislaus, Community Services Agency**, (hereinafter referred to as COUNTY) and **Yosemite Community College District**, an Educational Institution, (hereinafter referred to as YCCD), for the purpose of providing a work-based training in pre-construction.

RECITALS

WHEREAS, there exists a need within Stanislaus County for intensive, work-based pre-construction skills training and in collaboration with American GI Forum, Central Valley Opportunity Center (CVOC), Desarrollo Latino Americano (DLA), and the City of Modesto, YCCD has agreed to provide that training;

WHEREAS, YCCD is specially trained, experienced and competent to perform such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions.

2. CONSIDERATION

2.1 County shall pay Contractor as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

2.5 Payment of all services provided in accordance with the provisions of this contract contingent upon the availability of County, State and Federal funds.

3. TERM

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.5 County shall notify Contractor in writing within thirty (30) days of any potential Federal or State audit exception. Where findings indicate program requirements are not being met and Federal and/or State participation in this program may be imperiled, written notification will constitute County's intention to terminate this contract in the event corrections are not accomplished within thirty (30) days.

3.6 This contract may be terminated by County upon the giving of thirty (30) days notice of such termination because the services as determined by the Director of Stanislaus County Community Services Agency are inadequate, poorly performed, or improperly supervised. Within the thirty (30) day period, Contractor may appeal the decision of the Director of the Community Services Agency to the Board of Supervisors of Stanislaus County. The determination by the Board as to the termination shall be final.

3.7 Notwithstanding any other provisions of this contract, County may terminate the contract immediately:

- a Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services.
- b Upon loss of any license(s) required for lawful operation of Contractor's business; or,
- c Upon an unauthorized decrease in the required insurance in force; or,
- d Upon failure to make payroll payments; or,
- e Failure to remit payroll deductions in a timely manner to the appropriate State and Federal government; or
- f Upon failure to substantially meet other financial obligations; or
- g Upon service or a writ of attachment by creditors of Contractor.

3.8 This contract may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party.

4. WORK SCHEDULE

Contractor is obligated to perform in a timely manner those services and work identified in Exhibit A. It is understood by Contractor that the performance of these services and work will require the Contractor to perform the services and work in conformance with the schedule set forth in Exhibit A, if any, and, if there is no schedule, the hours and times for completion of said services and work are to be set by the

Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

5. REQUIRED LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. INSURANCE

7.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

7.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

7.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

7.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In

signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

7.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

7.3 The Contractor shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional named insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

7.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

7.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30)

days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

7.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A:VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

7.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.

7.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance and with original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

7.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

8. DEFENSE AND INDEMNIFICATION

8.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use.

8.2 Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this paragraph are not limited to or restricted by any requirement in this agreement for Contractor to procure and maintain a policy of insurance.

8.3 To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation

costs and attorney's fees arising out of or resulting from the negligence or wrongful acts of County, its officers, or employees.

9. STATUS OF CONTRACTOR

9.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

9.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

9.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

9.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

10. RECORDS AND AUDIT

10.1 Contractor shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this agreement for a minimum of five (5) years from the termination or completion of this agreement, or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.

10.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.

10.3 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this agreement.

10.4 County shall have the right to audit all billings and records of the Contractor related to this contract as required by State law. An independent public accountant can be appointed by County.

10.5 Contractor agrees that its financial records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, State or Federal agencies.

10.6 Monitoring by County may be accomplished by the following means: field reviews, audit claims, monthly review of records, etc.

10.7 In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.

10.8 in the event of any State hearings, cash grant award or lawsuit award resulting from Contractor's failure to perform as required by this contract, reimbursement shall be made to the damaged party by Contractor.

10.9 Additional costs to County for maintaining any portion of the contract as a result of Contractor's failure to perform, as required by this agreement, are subject to recoupment by County through withholding from billings or any other form of legal action.

11. CONFIDENTIALITY

Contractor shall comply and require its officers and employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code (WIC) and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that any and all information pertaining to the administration of public social services, for which grants in aid are received will be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services. Any person who knowingly or intentionally violates the provisions of this section is guilty of a misdemeanor.

12. NONDISCRIMINATION

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

13. ASSIGNMENT

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

14. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

15. NOTICE

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Community Services Agency
Attention: Contracts Administrator
PO Box 42
Modesto, CA 95353

To Contractor: Contractor:
Yosemite Community College District
Attention: Bennett Tom
P.O. Box 4065
Modesto, CA 95352-4065

16. CONFLICTS

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

17. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

18. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

19. ENTIRE AGREEMENT

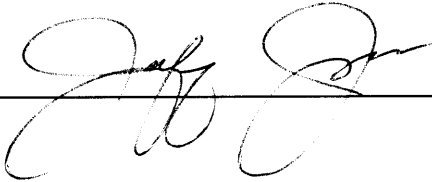
This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements,

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first herein above written.

APPROVED AS TO CONTENT:

**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY**

**YOSEMITE COMMUNITY
COLLEGE DISTRICT**

By:  _____

By:  _____

Title: _____ Director _____

Title: _____ Vice Chancellor _____

Dated: _____ 6/26/01 _____

Dated: _____ 6/14/01 _____

**APPROVED AS TO FORM:
COUNTY COUNSEL
MICHAEL H. KRAUSNICK**

By:  _____

Title: _____ Deputy County Counsel _____

Date: _____ 5/3/01 _____

**YCCD
CONTRACT TO PROVIDE PRE-CONSTRUCTION
SKILLS TRAINING PROGRAM
APRIL 1, 2001 THROUGH FEBRUARY 28, 2002**

- A. This project brings together a collaboration of organizations to provide training and support services to StanWORKs participants. The project will be led by American GI Forum, Central Valley Opportunity Center (CVOC), Desarrollo Latino Americano (DLA), the City of Modesto, and YCCD. The fiscal agent of the project is YCCD.

In collaboration with American GI Forum, Central Valley Opportunity Center (CVOC), Desarrollo Latino Americano (DLA), and the City of Modesto, YCCD shall provide the following services:

1. A pre-construction skills training program plan that will provide a maximum of forty-five (45) StanWORKs participants with training. The collaboration will provide initial assessment, orientation, and enrollment in training job development services and follow-up and retention services.

- a. StanWORKs participants will attend bilingual orientation workshops where they will learn about the construction industry, apprenticeships, and meet role models working in construction.
- b. StanWORKs participants will then start the assessment component. The component will include:
 1. Assessment of their basic skills, English skills and life skills
 2. Assessment of their interest in jobs in the construction industry
 3. Assessment of their supportive services needs
- c. Pre-construction training for up to forty-five (45) StanWORKs participants. Training will include YCCD instructors and working trades experts. Participants will receive needed supportive services through County, including child care, transportation, tools and job-related clothing and equipment.
- d. Each of the StanWORKs participants will receive direct job placement and retention assistance. The participants will develop a next plan—either to enter the pre-construction skills training program, to enter an entry level job in the construction industry or to find a job in another field if they identify that the construction industry is not for them. The collaboration will work with local contractors to find StanWORKs

participants internships or on-the-job assignments. The collaboration will work with the participants in the pre-construction skills training program to develop employment plans, schedule apprenticeship tests or interviews.

- e. Between April 2001 and June 2002, the collaboration will maintain contact with the StanWORKs participants who have participated in the program. Data on job retention and wage progression will be kept throughout the period. Follow-up services will be offered to those who have completed the program as well as those who have left the program to assist them in making appropriate next steps.

B. In addition, the collaboration shall be responsible for:

- 1. Providing a written evaluation of participants' progress to County on a monthly basis.
- 2. Keeping attendance records of participants to be sent to County on a biweekly basis and have records available for site reviews. Provide a monthly list of participants to County.
- 3. Informing County immediately of any noncompliance and of all participants who are participating less than 90% of the scheduled hours.
- 4. Providing information and follow-up on Worker's Compensation claims, as requested by County.
- 5. Collaborating with County, to achieve a successful completion of the project which will ultimately have the participants placed in employment in the construction industry.

C. COMPENSATION:

YCCD shall be compensated for the services provided under this agreement as follows:

- 1. Costs:
 - a. This is a cost reimbursement contract. The rates and all costs attendant to the provision of service are described in EXHIBIT B - Contract Budget which is hereby incorporated by this reference.
 - b. The maximum amount of this contract for the period April 1, 2001 through February 28, 2002 shall not exceed \$163,071.

c. County shall notify Contractor in writing within thirty (30) days of any potential Federal or State audit exception. Where findings indicate program requirements are not being met and Federal and/or State participation in this program may be imperiled, written notification will constitute County's intention to terminate this contract in the event corrections are not accomplished within thirty (30) days.

d. Costs must conform with Federal costs regulation: OMB Circular A-87, A guide for State and Local Government Agencies, 41 CAR, Subpart 1-15.2 (for profit agencies), and OMB Circular A-122 (for nonprofit agencies). All equipment purchased by YCCD must be depreciated in accordance with 45 CAR 97.705. All equipment, materials, supplies or property of any kind purchased from funds reimbursed or furnished by County under the terms of this agreement shall be fully consumed or aged out in the course of the contract/program. County reserves the right to physically reclaim any/all such property at the conclusion of the contract in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.

2. Billings:

YCCD shall submit billings to County in a format specified by County, within thirty (30) days following the end of the month in which services were delivered. These invoices shall be addressed to:

Stanislaus County Community Services Agency
Attention: Diane Tollefson, Contracts Administrator
P.O. Box 42
Modesto, CA 95353-0042
(209) 558-2937

Supporting documentation shall accompany each invoice: copies of employee time studies documenting actual time dedicated to these contract services, supporting payroll and fringe benefit journals, copies of all YCCD invoiced operational costs and if a copy of CVOC's invoiced expenditures to YCCD. In addition, YCCD will submit a monthly list of all participants in the contracted activities and include their full name, social security number and case number (if available).

3. Payments:

a. If the conditions set forth in this contract are met County shall pay, within thirty (30) days receipt of YCCD's invoice, the sum of money claimed by the approved billings, (less any credit due County for adjustments of prior billing.) If the conditions are not met, County shall pay when the necessary processing is completed.

- b. County retains the right to withhold payment on disputed claims.
- c. Final payment under contract may be held until a termination audit is completed.
- d. YCCD is responsible for the repayment of all audit exceptions and disallowances taken by Stanislaus County, State or Federal agencies related to this contract.

YCCD
CONTRACT TO PROVIDE PRE-CONSTRUCTION SKILLS TRAINING PROGRAM
CONTRACT BUDGET
APRIL 1, 2001 THROUGH FEBRUARY 28, 2002

LINE ITEM	TOTAL EXPENDITURES	
Personnel Costs:		
YCCD Division Instructional Program (720 hours x \$42/hr)	30,240.00	
Participant Tuition Fees (45 participants x \$118/participant)	5,310.00	
Total YCCD Instructional Program		\$35,550.00
Contracted Staff (CVOC)	81,082.00	
Total CVOC Personnel Costs		81,082.00
Operational Costs:		
Program Equipment and Supplies	15,000.00	
Equipment Lease/Repair	5,250.00	
Program Travel	6,000.00	
Postage/Advertising	5,000.00	
CVOC Space	3,689.00	
Center Telephone	5,000.00	
Total Operational Costs:		39,939.00
Indirect Costs:		
MJC Workforce Training Center Oversight		6,500.00
GRAND TOTAL		<u>\$163,071.00</u>

Note: CVOC will invoice YCCD for the contracted staff, space, and other operational costs incurred by them for this program. YCCD will, in turn, reimburse CVOC and invoice the County for these costs.



COMMUNITY SERVICES AGENCY

Gerry Caviness
Interim Director

251 E. Hackett Road
P.O. Box 42, Modesto, CA 95353-0042

Phone: 209.558.2500 Fax: 209.558.2558

MEMO TO: SUZI
BOARD OF SUPERVISORS

FROM: KIM DYSTERT *Rec'd for*
CONTRACTS

DATE: September 30, 2002

SUBJECT: SIGNED COPIES OF AMENDMENT

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Enclosed is your copy of the amendment number 1 for YCCD providing Pre-Construction Skills Training Program Services effective April 1, 2001 through February 28, 2002.

Enclosure



6-5-01
B-26



**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
CONTRACT TO PROVIDE
PRE-CONSTRUCTION SKILLS TRAINING PROGRAM SERVICES
APRIL 1, 2001 THROUGH FEBRUARY 28, 2002**

It is hereby mutually agreed between the County of Stanislaus, Community Services Agency, hereinafter referred to as "County" and **Yosemite Community College District**, a California educational institution, hereinafter referred to as "Contractor", that the contract entered into on April 1, 2001 for the purpose of providing pre-construction skills training program services is hereby amended as follows:

Exhibit B Contract Budget is hereby deleted and replaced with Exhibit C Revised Contract Budget which is hereby incorporated by this reference.

All other terms and conditions of the agreement shall remain in full force and effect.

////////////////////////////////////
IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first hereinabove written.

**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY**

**YOSEMITE COMMUNITY
COLLEGE DISTRICT**

By: 

By: 

Title: Interim Director

Title: Vice Chancellor

Dated: 9-5-02

Dated: 8/22/02

**APPROVED AS TO FORM:
COUNTY COUNSEL
MICHAEL H. KRAUSNICK**

By: 

Title: Deputy County Counsel

Dated: 8/13/02

**YOSEMITE COMMUNITY COLLEGE DISTRICT
 CONTRACT TO PROVIDE PRE-CONSTRUCTION SKILLS TRAINING PROGRAM
 APRIL 1, 2001 THROUGH FEBRUARY 28, 2002
 REVISED CONTRACT BUDGET**

<u>LINE ITEM</u>	<u>EXPENDITURES</u>	<u>TOTAL</u>
Personnel Costs:		
YCCD Division Instructional Program (720 hours x \$42/hr)	\$ 30,240	
Participant Tuition Fees (45 participants x \$133/participant)	5,985	
Job Development	13,400	
Program Assistant @ 25%	5,500	
Fringes	3,000	
Total YCCD Instructional Program		\$ 58,125
Contracted Staff (CVOC)	81,085	
Total CVOC Personnel Costs		81,085
Operational Costs:		
Program Equipment and Supplies	11,231	
Equipment Lease/Repair	5,250	
Program Travel	1,500	
Postage/Advertising	2,500	
Total Operational Costs:		20,481
Indirect Costs:		
YCCD Administration @ 4.3% of contract (does not include Contracted Staff Expense)		3,380
GRAND TOTAL		<u>\$163,071</u>

Note: CVOC will invoice YCCD for the contracted staff, space and other operational costs incurred by them for this program. YCCD will, in turn, reimburse CVOC and invoice the County for these costs.