

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

DEPT: EMPLOYMENT AND TRAINING

Urgent \_\_\_\_\_ Routine X

CEO Concurs with Recommendation YES me NO \_\_\_\_\_  
(Information Attached)

*J.R.*

BOARD AGENDA # \*B-8

AGENDA DATE June 12, 2001

4/5 Vote Required YES \_\_\_\_\_ NO X

SUBJECT: APPROVAL TO RECEIVE AND EXPEND WORKFORCE INVESTMENT ACT  
(WIA) FUNDS

STAFF  
RECOMMEN-  
DATIONS:

1. APPROVAL TO RECEIVE AND EXPEND PROGRAM YEAR (PY) 2001-2002 WIA FUNDS IN ACCORDANCE WITH THE APPROVED STANISLAUS COUNTY STRATEGIC FIVE-YEAR LOCAL PLAN
2. AUTHORIZE THE DIRECTOR, DEPARTMENT OF EMPLOYMENT AND TRAINING (DET) TO SIGN ALL WIA-RELATED SUB-GRANT AGREEMENTS AND ANY MODIFICATIONS OR ADJUSTMENTS AS REQUIRED BY THE STATE
3. AUTHORIZE THE DIRECTOR OF DET OR HIS DESIGNEE TO ENTER INTO AND SIGN AGREEMENTS AND CONTRACTS TO EXPEND PY 2001-2002 WIA FUNDS. AMOUNTS MAY EXCEED \$100,000.

FISCAL  
IMPACT:

The recommendations above will authorize DET to provide services and expend WIA-related Program Year (PY) 2001-2002 funds in the initial amount of \$13,033,289. All funding for County WIA programs comes from Federal and State sources.

BOARD ACTION AS FOLLOWS:

No. 2001-425

On motion of Supervisor Caruso, Seconded by Supervisor Simon  
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) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Deputy

File No.

APPROVAL TO RECEIVE AND EXPEND WORKFORCE INVESTMENT ACT (WIA)  
FUNDS

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DISCUSSION: The Workforce Investment Division of the California Employment Development Department (EDD), the designated State grant manager of the Department of Labor's Workforce Investment Act (WIA) funding, has announced allocations to Local Workforce Investment Areas for program year (PY) 2001-2002. This year's allocation is \$13,033.289; a net reduction of \$272,289 from PY 2000-2001. This is the initial allocation and may be supplemented by additional grant awards.

On August 8, 2000, the County Board of Supervisors (BOS) authorized the Director of the Department of Employment and Training (DET) to sign PY 2000-2001 WIA Sub-grant Agreements and to enter and sign contracts to expend WIA funds in accordance with provisions of the Stanislaus County Strategic Five-Year Plan. The Board of Supervisors must authorize the receipt of WIA funds and designate the funds administrator. With approval of the recommendations, DET will serve as fiduciary agent on behalf of the Board of Supervisors in administering these funds. The DET Director will administer the program based on Board approval.

Approval of the recommendations will allow the DET Director to enter and sign contracts and expend funds in the general administration of the program. DET anticipates that some contracts will be awarded for amounts above \$100,000.

APPROVAL TO RECEIVE AND EXPEND WORKFORCE INVESTMENT ACT (WIA)  
FUNDS

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POLICY  
ISSUES:

Approval will support the Stanislaus County Board of Supervisors' goals and priorities as follows:

**ECONOMIC DEVELOPMENT**

Approval of this recommendation will have positive long-term effects on economic development in Stanislaus County by promoting partnership activities with local business and economic development agencies. These funds also directly impact the preparation and enhancement of the local workforce by providing occupation skills training, labor market information and general career development services to Stanislaus County residents.

**COMMUNITY SERVICE DELIVERY**

Approval of the recommendations above helps to facilitate planned expansion of the workforce development service delivery system.

**COMMUNITY LEADERSHIP**

Approval of the recommendations provides support to the on-going development and of the Stanislaus County Workforce Investment Board (WIB). WIA funds directly contribute to the staffing and operation of the WIB and the fulfillment of the Board's charge to *"Coordinate the activities of the public and private institutions in Stanislaus County in order to achieve the goals of a coordinated community plan."*

STAFFING  
IMPACT:

At this time, DET anticipates that adoption of the recommendations will have no impact on current staff levels.



Employment  
Development  
Department

State of California

BOARD OF SUPERVISORS



Gray Davis, Governor

Health and Human Services Agency

JUL 18 2001

2001 JUL 23 P 2:44

REFER TO: 69:142:cg:4797

• Mr. Paul Caruso, Chair  
Stanislaus County Board of Supervisors  
1100 H Street  
• Modesto, CA 95354

Dear Mr. Caruso:

PY 2001-02 WIA MASTER SUBGRANT AGREEMENT

Enclosed is a copy of your Workforce Investment Act (WIA) Master Subgrant Agreement for Program Year (PY) 2001-02 incorporating the WIA Youth funding.

If you have any questions, please contact your program manager.

Sincerely,

BILL BURKE  
Chief

Enclosure

cc: Deb Shepherd, MIC 69  
Mr. Plett  
Hal Readdick, MIC 69-1

# CONTRACTOR'S COP<sup>Dist.</sup>

Cleared *KS*  
CSG  
*JTPA*  
7-6-01

## WIA SUBGRANT AGREEMENT

STANISLAUS COUNTY

REGISTRATION NO: R275877  
MODIFICATION NO: NEW

SUBGRANTOR: State of California  
Employment Development Dept.  
Workforce Investment Division  
P.O. Box 826880, MIC 69  
Sacramento, CA 94280-0001

SUBGRANTEE: STANISLAUS COUNTY  
251 E. HACKETT ROAD C-2  
MODESTO, CA 95358-0031

GOVERNMENTAL ENTITY: YES

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the STANISLAUS COUNTY, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved WIA Local Plan for the above named Subgrantor filed with the Subgrantor pursuant to the Workforce Investment Act (WIA). This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

Funding Detail Chart  
General Provisions and standards of Conduct  
Title I- (WIA TITLE I YOUTH FORMULA)

Exhibit AA, pages 1 through 1  
Exhibit BB, pages 1 through 14  
Exhibit DD, pages 1 through 1

ALLOCATION(s):	PRIOR AMOUNT:	\$0.00
The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL":	INCREASE/DECREASE:	\$4,353,973.00
	TOTAL:	\$4,353,973.00

TERMS OF AGREEMENT:	Terms of Exhibits are as designated on each exhibit
From 04/01/2001 to 06/30/2003	

PURPOSE: To initiate the Workforce Investment Act 2001/2001 Title I Master Subgrant by incorporating the Youth funds.

APPROVED FOR SUBGRANTOR (EDD) (By Signature)

APPROVED FOR SUBGRANTEE (By Signature)

*for*  
Name and Title  
BILL BURKE, CHIEF

Name and Title

TERRY D. PLETT  
DIRECTOR

WORKFORCE INVESTMENT DIVISION

I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein:

This Agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty./Gen. 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance:

*for*  
*Heretta Lowery*  
Signature of EDD Accounting Officer

*for*  
*Karen Sells*  
Signature of EDD Contract Officer

Budget item: \_\_\_\_\_ Code & Title \_\_\_\_\_ Amount Encumbered: \_\_\_\_\_  
Federal Catalog No. \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ State \_\_\_\_\_ % Federal \_\_\_\_\_ % Budgetary Attachment: YES  
Chapter 52 Statutes: 2000 FY: 00/01 Fund: \_\_\_\_\_ PPS

WIA SUBGRANT AGREEMENT  
 FUNDING DETAIL SHEET

Exhibit AA  
 Page 1 of 1

SUBGRANTEE NAME: STANISLAUS COUNTY

SUBGRANT NO: R275877  
 MODIFICATION NO: NEW

I. ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
TITLE I-: JTPA TITLE I				
96102 WIA TITLE I YOUTH FORMULA (340) : 04/01/2001 to 06/30/2003	\$0.00	\$4,353,973.00	\$0.00	\$4,353,973.00
TOTAL TITLE I-	\$0.00	\$4,353,973.00	\$0.00	\$4,353,973.00
GRAND TOTAL:	\$0.00	\$4,353,973.00	\$0.00	\$4,353,973.00

**GENERAL PROVISIONS**  
**and**  
**STANDARDS OF CONDUCT**

**1. Compliance**

In performance of this agreement, Subgrantee will fully comply with:

- a. The provisions of the WIA and all regulations, directives, policies, procedures and amendments issued pursuant thereto and/or legislation, regulations, policies, directives, and/or procedures which may replace WIA;
- b. All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures which implement the WIA.
- c. Subgrantee will ensure diligence in managing programs under this agreement including performing appropriate monitoring activities and taking prompt corrective action against known violations of the WIA.
- d. This agreement contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise, and any other agreement between the parties hereto. This agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the Subgrantor and the Subgrantee.

**2. Certification**

Except as otherwise indicated, the following certifications apply to all Subgrantees.

- a. *Corporate Registration*: The Subgrantee, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
- b. *Sectarian Activities*: The Subgrantee certifies that this agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- c. *National Labor Relations Board*: The Subgrantee (if not a public entity), by signing this agreement, does swear under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Subgrantee within the immediately preceding two-year period because of Subgrantee failure to comply with an order of a federal court which orders the Subgrantee to comply with an order of the National Labor Relations Board.

d. *Prior Findings*: Subgrantee, by signing this agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous contract or grant with the Department of Labor (DOL) or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.

e. *Drug-Free Workplace Certification*: By signing this subgrant/contract, the subgrantee/contractor hereby certifies under penalty of perjury under the laws of the State of California that the subgrantee or contractor will comply with 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 by taking the following actions:

- Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8350(a).
- Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - the dangers of drug abuse in the workplace;
  - the person's or organization's policy of maintaining a drug-free workplace;
  - any available counseling, rehabilitation and employee assistance programs;
  - and,
  - penalties that may be imposed upon employees for drug abuse violations.
- Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed subgrant/contract:
  - will receive a copy of the company's drug-free policy statement; and,
  - will agree to abide by the terms of the company's statement as a condition of employment on the subgrant/contract.

f. *Child Support Compliance Act*: In accordance with the Child Support Compliance Act, the subgrantee/contractor recognizes and acknowledges :

- the importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- that to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the



New Employee Registry maintained by the California Employment Development Department (EDD).

g. *Debarment and Suspension Certification:* By signing this agreement, the Subgrantee hereby certifies under penalty of perjury under the laws of the State of California the Subgrantee will comply with regulations implementing Executive Order 12549, Debarment and Suspension, 29 C.F.R. Part 98.510, that the prospective participant (i.e., grantee), to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transitions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification;
4. Have not within a three year period preceding this agreement had one or more public transactions (federal, State or local) terminated for cause of default.
5. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

h. *Lobbying Restrictions:* By signing this agreement the Subgrantee hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.

1. No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or a employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this

federal contract, grant, loan, and cooperative agreement, the undersigned shall complete and submit Standard Form-LLL (exhibit 1), "Disclosure Form to Report Lobbying". In accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for subgrant/contract transactions over \$100,000 (per OMB) at all tiers (including subgrants, contracts and subcontracts, under grants, loan, or cooperative agreements, and that all subrecipients shall certify and disclose accordingly.
  4. This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- i. *Union Activities*: Subgrantee, by signing this Grant, hereby acknowledges the applicability of Government Code 16645 through 16649 to this Agreement. Furthermore, Subgrantee, by signing this agreement, hereby certifies that:
1. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
  2. Subgrantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
  3. Subgrantee shall, where state funds are not designated as described in (2) above, allocate, on a pro-rata basis, all disbursements that support the grant program.
  4. If Subgrantee makes expenditures to assist, promote or deter union organizing, Subgrantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Subgrantee shall provide those records to the Attorney General upon request.

Failure to comply with all requirements of the certifications in Section 2 may result in suspension of payment under the subgrant/contract or termination of the subgrant/contract, or both, and the contractor or grantee may be ineligible for award of future state subgrants/contracts if the department determines that any of the following has occurred: (1) false information on the certifications, or (2) violation of the terms of the certifications by failing to carry out the requirements as noted above.

### 3. Standards of Conduct

The following standards apply to all Subgrantees.

- a. General Assurance: Every reasonable course of action will be taken by the Subgrantee in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. Subgrantee agrees to conform to the nondiscrimination requirements as referenced in WIA, Section 188.
- b. The Subgrantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, and all applicable federal and State laws and regulations, guidelines, and interpretations issued thereto.
- c. Employment of Former State Employees: The Subgrantee will insure that any of its employees who were formerly employed by the State of California in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this agreement, will not be assigned to any part or phase of the activities conducted pursuant to this agreement for a period of not less than two years following the termination of such employment.
- d. Conducting Business Involving Relatives: No relative by blood, adoption or marriage of any executive or employee of the Subgrantee, will receive favorable treatment when considered for enrollment in programs provided by, or employment with, the Subgrantee.
- e. Conducting Business Involving Close Personal Friends and Associates: Executives and employees of the Subgrantee will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates.
- f. Avoidance of Conflict of Economic Interest: An executive or employee of the Subgrantee, an elected official in the area or a member of the Local Board, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Subgrantee or Subgrantor. Supplies, materials, equipment or services purchased with agreement funds will be used solely for purposes allowed under this agreement. No member of the Local Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

#### 4. Coordination

Subgrantee will, to the maximum extent feasible, coordinate all programs and activities supported under this part with other programs under the WIA, including the Wagner-Peyser Act, Title 38 of the United States Code, and other employment and training programs at the State and local level.

#### 5. Funding

This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the Fiscal Year(s) covered by this subgrant for the purpose of this program. In addition, this subgrant is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this subgrant in any manner. The Subgrantor has the option to void or amend this subgrant to reflect any reduction of funds.

- a. At the expiration of the term of this agreement or upon termination prior to the expiration of this agreement, funds not obligated for the purpose of this agreement will be immediately remitted to the Subgrantor, and no longer available to the Subgrantee.
- b. The Subgrantor retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Subgrantee is given prompt notice and the opportunity for a hearing. Failure on the part of the Subgrantee or a Subcontractor of the Subgrantee to comply with the provisions of this agreement, or with the WIA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.
- c. The local Chief Elected Official of a unit of general local government designated as a local Workforce Investment Area shall be liable to the EDD for all funds not expended in accordance with WIA, and shall return to the EDD all of those funds. If there is more than one unit of general local government in a local Workforce Investment Area, the Chief Elected Official(s) will be individual(s) designated under an agreement executed by the Chief Elected Official(s) of the local units of government. The Chief Elected Official(s) designated under the agreement shall be liable to the EDD for all funds not expended in accordance with the WIA, and shall return to the EDD all of those funds.

#### 6. Property

All property, finished or unfinished documents, data, studies and reports prepared or purchased by the Subgrantee under this agreement, will be disposed of in accordance with the direction of the Subgrantor. In addition, any tools and/or equipment furnished to the Subgrantee by the Subgrantor and/or purchased by the Subgrantee with funds pursuant to this agreement, will be limited to use within the activities outlined in this agreement and will remain the property of the United States Government and/or the Subgrantor. Upon

termination of this agreement, Subgrantee will immediately return such tools and/or equipment to the Subgrantor or dispose of them in accordance with the direction of the Subgrantor.

7. Termination

This agreement may be terminated in whole or in part for either of the two following circumstances:

- a. Termination for Convenience - Either the Subgrantor or the Subgrantee may request a termination for convenience. The Subgrantee will give a ninety (90) calendar-day advance notice in writing to the Subgrantor. The Subgrantor will give a ninety (90) calendar-day advance notice in writing to the Subgrantee.
- b. Termination for Cause - The Subgrantor may terminate this agreement in whole or in part when it has determined that the Subgrantee has substantially violated a specific provision of the WIA, Regulations or implementing state legislation and corrective action has not been taken.
  - All notices of termination must be in writing and be delivered personally or by deposit in the U. S. Mail, postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U. S. Postal Service.

Notices to the Subgrantee will be addressed to:

DIRECTOR

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DEPARTMENT OF EMPLOYMENT AND TRAINING

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P.O. BOX 3389

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MODESTO, CA 95353-3389

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Telephone (209) 558-2113

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Notices to the Subgrantor will be addressed to:

Employment Development Department  
Workforce Investment Act  
P. O. Box 826880, MIC 69  
Sacramento, CA 94280-0001

## 8. Amendments

This agreement may be unilaterally modified by the Subgrantor upon written notice to the Subgrantee under the following circumstances:

- a. There is an increase or decrease in federal or state funding levels.
- b. A modification to the Subgrant is required in order to implement an adjustment or modification to the local Plan.
- c. Funds awarded the Subgrantee have not been expended in accordance with the schedule included in the approved local Plan. After consultation with the Subgrantee, the Subgrantor has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with State and federal law, regulations and policies, reverting to the Subgrantor.
- d. There is a change in State and federal law or regulation requiring a change in the provisions of this Subgrant.

Except as provided above, this Agreement may be amended only in writing by the mutual agreement of both parties.

## 9. Insurance

Except for city and county governmental entities, Subgrantees must provide the Subgrantor evidence of the coverage specified in a, b, c and d below. The evidence of coverage shall include the registration number of the subgrant agreement for identification purposes.

- a. Subgrantee will obtain a fidelity bond in an amount of not less than N/A prior to the receipt of funds under this agreement. If the bond is canceled or reduced, Subgrantee will immediately so notify the Subgrantor. In the event the bond is canceled or revised, the Subgrantor will make no further disbursements until it is assured that adequate coverage has been obtained.
- b. Subgrantee will provide general liability insurance with a combined limit of \$1,000,000 or public liability coverage for \$500,000 and property damage coverage for \$100,000. Regardless of the type of coverage secured, a minimum aggregate of \$1,000,000 for public liability and for property damage is required.
- c. Subgrantee will provide broad form automobile liability coverage with limits as set forth in (b) above, which applies to both owned/leased and non-owned automobiles used by the Subgrantee or its agents in performance of this agreement, or, in the event that the Subgrantee will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this agreement, Subgrantee will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.

- d. Subgrantee will provide Worker's Compensation Insurance, which complies with provisions of the California Labor Code, covering all employees of the Subgrantee and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (Section 3350, et seq. of the California Labor Code) for Worker's Compensation.
- e. The Subgrantor will be named as "Certificate Holder" of policies secured in compliance with paragraphs a-d above and will be provided certificates of insurance or insurance company "binders" prior to any disbursement of funds under this agreement, verifying the insurance requirements have been complied with. The coverage noted in b and c above must contain the following clauses:
  - 1. Insurance coverage will not be canceled or changed unless 30 days prior to the effective date of cancellation or change written notice is sent by the Subgrantee to:

Employment Development Department  
WIA - Financial Management Unit  
P. O. Box 826880, MIC 69  
Sacramento, CA 94280-0001

- 2. State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this agreement are concerned.
- 3. The State of California is not responsible for payment of premiums or assessments on this policy.

#### 10. Accounting and Cash Management

- a. Subgrantee will comply with controls, record keeping and fund accounting procedure requirements of WIA, federal and State regulations and directives to ensure the proper disbursement of, and accounting for, program funds paid to the Subgrantee and disbursed by the Subgrantee, under this agreement.
- b. Subgrantee will submit requests for cash to coincide with immediate cash needs and assure that no excess cash is on deposit in their accounts or the accounts of any sub-contracting service provider in accordance with procedures established by the Subgrantor. Failure to adhere to these provisions may result in funds being provided through a reimbursement process.
- c. The Subgrantor retains the authority to adjust specific amounts requested if the Subgrantor's records and subsequent verification with the Subgrantee indicates that the Subgrantee has an excessive amount of cash in its account.

- d. Income (including interest income) generated as a result of the receipt of WIA activities, will be utilized in accordance with policy and procedures established by the Subgrantor. Subgrantee will account for any such generated income separately.
- e. Subgrantee shall not be required to maintain a separate bank account but shall separately account for WIA funds on deposit. All funding under this agreement, will be made by check or wire transfer payable to the Subgrantee for deposit in Subgrantee's bank account or city and county governmental bank accounts. To provide for the necessary and proper internal controls, funds should be withdrawn and disbursed by no less than two representatives of the Subgrantee. The Subgrantor will have a lien upon any balance of WIA funds in these accounts which will take priority over all other liens or claims.
- f. Failure to adhere to the reporting requirements in item 12 of this agreement will result in funds not being released.

#### 11. Records

- a. If participants are served under this agreement, the Subgrantee will establish a participant data system as prescribed by the Subgrantor.
- b. Subgrantee will retain all records pertinent to this agreement for a period of three years from the date of final payment of this agreement. If, at the end of three years, there is litigation or an audit involving those records, the Subgrantee will retain the records until the resolution of such litigation or audit.
- c. The Subgrantor and/or the U. S. Department of Labor, or their designee, will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this agreement. Subgrantee's performance under the terms and conditions herein specified will be subject to an evaluation by the Subgrantor of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

#### 12. Reporting

Subgrantee will compile and submit reports of activities, expenditures, status of cash and closeout information by the specified dates as prescribed by the Subgrantor.

#### 13. Grievance and Complaint System

Subgrantee will establish and maintain a grievance and complaint procedure in compliance with WIA, federal regulations and State statutes, regulations and policy.



#### 14. Conflicts

- a. Subgrantee will cooperate in the resolution of any conflict with the U. S. Department of Labor which may occur from the activities funded under this agreement.
- b. In the event of a dispute between the Subgrantor and the Subgrantee over any part of this agreement, the dispute may be submitted to non-binding arbitration upon the consent of both the Subgrantor and the Subgrantee. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

#### 15. Audits

- a. The Subgrantee will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. All governmental and non-profit organizations must follow the audit requirements of OMB Circular A-133 (29 CFR 97.26 and 29 CFR 95.26).
- b. The Subgrantee and/or auditors performing monitoring or audits of the Subgrantee or its sub-contracting service providers will immediately report to the Subgrantor any incidents of fraud, abuse or other criminal activity in relation to this agreement, the WIA, or its regulations.
- c. Before any funds are released under this agreement, the Subgrantee will describe how, if it becomes necessary, the Subgrantee will repay disallowed expenditures with non-federal funds.

#### 16. Disallowed Costs

Except to the extent that the State determines it will assume liability, the Subgrantee will be liable for and will repay, to the Subgrantor, any amounts expended under this agreement found not to be in accordance with WIA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIA.

#### 17. Indemnification

- a. The following provision applies only if the Subgrantee is a governmental entity.

Pursuant to the provision of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

- b. The following provision applies only if the Subgrantee is a non-governmental entity.

The Subgrantee agrees to the extent permitted by law, to indemnify, defend and save harmless the Subgrantor, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Subgrantee in the performance of this agreement.

#### 18. Labor Organizations

Subgrantee will consult with the appropriate labor organizations and/or employer representatives in the design, operation or modification of the programs under this agreement.

#### 19. Nondiscrimination Clause

- a. The conduct of the parties to this agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated thereunder and the provisions of WIA, Section 188. In addition:
  1. During the performance of this subgrant/contract, Subgrantee/ Contractor and subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, pregnancy disability and denial of family care leave. Subgrantees/Contractors and sub-contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subgrantee/Contractor and sub-contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(a-f), set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this subgrant/contract or its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
  2. This Subgrantee/Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the subgrant/contract.

## 20. Subcontracting

- a. Any of the work or services specified in this agreement which will be performed by other than by the Subgrantee will be evidenced by a written agreement specifying the terms and conditions of such performance.
- b. The Subgrantee will maintain and adhere to an appropriate system, consistent with federal, State and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.
- c. The system for awarding contracts will contain safeguards to insure that the Subgrantee does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

## 21. Confidentiality Requirements

The State of California and the Subgrantee will exchange various kinds of information pursuant to this agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs. The Subgrantor and Subgrantee agree that:

- a. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b. Each party shall provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in section 1798.55 of the Civil Code, section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.
- c. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- d. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

- e. If the Subgrantor or Subgrantee enters into an agreement with a third party to provide WIA services, the Subgrantor or Subgrantee agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
- f. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the following are those individuals:

For the Subgrantor:

Name: Mr. Steve Saxton  
Title: Section Manager  
Address: EDD, P. O. Box 826880, MIC 69-1, Sacramento, CA 94280-0001  
Telephone No.: (916) 654-6425  
Fax No. (916) 653-2467

For the Subgrantee:

Name: JEFFREY BROWN  
Title: SYSTEMS ENGINEER  
Telephone No (209) 558-2169  
Fax No.: (209) 558-2164

22. Signatures

This agreement is of no force and effect until signed by both of the parties hereto. Subgrantee will not commence performance prior to the beginning of this agreement.

EXHIBIT COVER SHEET

SUBGRANT NO: R275877  
MODIFICATION NO: 00

EXHIBIT DD  
Page 1 OF 1

SUBGRANTEE: STANISLAUS COUNTY  
FUNDING SOURCE: TITLE I - YOUTH 85% FORMA 340

TERM OF THESE FUNDS: 04/01/2001 TO: 06/30/2003

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

This is to initiate the Workforce Investment Act 2001/2002 Title I Master Subgrant by incorporating the Youth funds.

The Subgrantee will operate this program in accordance with the approved Workforce Investment Plan on file in the Workforce Investment Division of the Employment Development Department, 800 Capitol Mall, MIC 69, Sacramento, California.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.



AUG 22 2001

REFER TO: 69:142:cg

- Mr. Paul Caruso, Chair  
Stanislaus County Board of Supervisors  
1100 H Street  
Modesto, CA 95354

Dear Mr. Caruso:

PY 2000-2001 WIA MASTER SUBGRANT AGREEMENT

Enclosed is a copy of modification number one to your Workforce Investment Act (WIA) Master Subgrant Agreement for Program Year (PY) 2000-01. This modification is to modify the WIA Youth grant code from 340 to 301 for PY 2001-2002.

If you have any questions, please contact your regional advisor.

Sincerely,

/S/ BILL BURKE  
Chief

Enclosure

cc: Mr. Terry Plett  
Debra Shepherd, MIC 69  
Hal Readdick, MIC 69-1

2001 AUG 23 P 2:55  
BOARD OF SUPERVISORS

CONTRACT

OPS

Cleared - KS  
JTPA  
8-1-01

WIA SUBGRANT AGREEMENT

STANISLAUS COUNTY

REGISTRATION NO: R275877  
MODIFICATION NO: 01

SUBGRANTOR: State of California  
Employment Development Dept.  
Workforce Investment Division  
P.O. Box 826880, MIC 69  
Sacramento, CA 94280-0001

SUBGRANTEE: STANISLAUS COUNTY  
251 E. HACKETT ROAD C-2  
MODESTO, CA 95358-0031

GOVERNMENTAL ENTITY: YES

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the STANISLAUS COUNTY, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved WIA Local Plan for the above named Subgrantor filed with the Subgrantor pursuant to the Workforce Investment Act (WIA). This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

Funding Detail Chart  
Title I- (WIA TITLE I YOUTH FORMULA)

Exhibit AA, pages 1 through 1  
Exhibit DD, pages 1 through 2

ALLOCATION(s):  
The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL":  
PRIOR AMOUNT: \$4,353,973.00  
INCREASE/DECREASE: \$0.00  
TOTAL: \$4,353,973.00

TERMS OF AGREEMENT:  
From 04/01/2001 to 06/30/2003  
Terms of Exhibits are as designated on each exhibit

PURPOSE: To modify grant code 340 (youth) to align with WIA participant grant code 301 (youth).

APPROVED FOR SUBGRANTOR (EDD) (By Signature)  
*David D. Burke*  
Name and Title  
BILL BURKE, CHIEF  
WORKFORCE INVESTMENT DIVISION

APPROVED FOR SUBGRANTEE (By Signature)  
Unilateral modification. Subgrantee Signature not required.  
Name and Title

I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein:  
*Sheritta Lowery*  
Signature of EDD Accounting Officer

This Agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen. 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance:  
*John Stets*  
Signature of EDD Contract Officer

WIA SUBGRANT AGREEMENT  
 FUNDING DETAIL SHEET

Exhibit AA  
 Page 1 of 1

SUBGRANTEE NAME: STANISLAUS COUNTY

SUBGRANT NO: R275877  
 MODIFICATION NO: 01

I. ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
TITLE I--: JTPA TITLE I-Adult/Disloc				
WIA TITLE I YOUTH FORMULA (301) : 04/01/2001 to 06/30/2003	\$0.00	\$4,353,973.00	\$0.00	\$4,353,973.00
96102 WIA TITLE I YOUTH FORMULA (340) : 04/01/2001 to 06/30/2003	\$4,353,973.00	\$0.00	\$4,353,973.00	\$0.00
TOTAL TITLE I-	\$4,353,973.00	\$4,353,973.00	\$4,353,973.00	\$4,353,973.00
GRAND TOTAL:	\$4,353,973.00	\$4,353,973.00	\$4,353,973.00	\$4,353,973.00



EXHIBIT COVER SHEET

SUBGRANT NO: R275877  
MODIFICATION NO: 01

EXHIBIT DD  
Page 1 OF 2

SUBGRANTEE: STANISLAUS COUNTY  
FUNDING SOURCE: WIA TITLE I YOUTH FORMULA 301

TERM OF THESE FUNDS: 04/01/2001 TO: 06/30/2003

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| Use of funds added by this modification is limited to this period and |  
| additionally limited by the recapture provisions applicable to this |  
| funding source. The state may at its discretion recapture funds obligated |  
under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

The purpose of this modification is to change grant code 340 (youth) to align with WIA participant grant code 301 (youth). This modification in no way changes the amount of the WIA initial youth funding stream for PY 2001/02.

-----  
| This exhibit adds to and does not replace the terms and conditions of any other exhibit |  
included in this agreement which terms and conditions remain in full force and effect.

EXHIBIT COVER SHEET

SUBGRANT NO: R275877  
MODIFICATION NO: 01

EXHIBIT DD  
Page 2 OF 2

SUBGRANTEE: STANISLAUS COUNTY  
FUNDING SOURCE: TITLE I - YOUTH 85% FORMA 340

TERM OF THESE FUNDS: 04/01/2001 TO: 06/30/2003

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

The purpose of this modification is to change grant code 340 (youth) to align with WIA participant grant code 301 (youth). This modification in no way changes the amount of the WIA initial youth funding stream for PY 2001/02.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.



Employment  
Development  
Department

State of California



Gray Davis, Governor

Health and Human Services Agency

**SEP 26 2001**

REFER TO: 69:142:cg

- Mr. Paul Caruso, Chair  
Stanislaus County Board of Supervisors  
1100 H Street  
Modesto, CA 95354

BOARD OF SUPERVISORS  
2001 OCT -1 P 1:52

Dear Mr. Caruso:

PY 2001-2002 WIA MASTER SUBGRANT AGREEMENT R275877

Enclosed is a copy of modification two of your Workforce Investment Act (WIA) Master Subgrant Agreement for Program Year (PY) 2001-02. This modification incorporates WIA Dislocated Worker and WIA Adult funding.

If you have any questions, please contact your program manager or regional advisor.

Sincerely,

BILL BURKE  
Chief

Enclosure

cc: Mr. Terry Plett  
Deb Shepherd, MIC 69  
Hal Readdick, MIC 69-1

# CONTRACTOR'S COPY

WIA SUBGRANT AGREEMENT

Cleared -KS

CSG

Dist. JTPA  
9-14-01

STANISLAUS COUNTY

REGISTRATION NO: R275877  
MODIFICATION NO: 02

SUBGRANTOR: State of California  
Employment Development Dept.  
Workforce Investment Division  
P.O. Box 826880, MIC 69  
Sacramento, CA 94280-0001

SUBGRANTEE: STANISLAUS COUNTY  
251 E. HACKETT ROAD C-2  
MODESTO, CA 95358-0031

GOVERNMENTAL ENTITY: YES

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the STANISLAUS COUNTY, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved WIA Local Plan for the above named Subgrantor filed with the Subgrantor pursuant to the Workforce Investment Act (WIA). This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

Funding Detail Chart	Exhibit AA, pages 1 through 1
Title I- (WIA TITLE I ADULT FORMULA)	Exhibit CC, pages 1 through 2
Title I- (TITLE I DISLOCATED WORKER)	Exhibit EE, pages 1 through 2

ALLOCATION(s):  
The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL":

PRIOR AMOUNT:	\$4,353,973.00
INCREASE/DECREASE:	\$8,679,316.00
TOTAL:	\$13,033,289.00

TERMS OF AGREEMENT:  
From 04/01/2001 to 06/30/2003

Terms of Exhibits are as designated on each exhibit

PURPOSE: To incorporate WIA Adult and Dislocated Worker Formula Funds into the Program Year 2001/2002 Master Subgrant.

APPROVED FOR SUBGRANTOR (EDD) (By Signature)

APPROVED FOR SUBGRANTEE (By Signature)

*for*  
Name and Title  
BILL BURKE, CHIEF

Unilateral modification. Subgrantee Signature not required.

Name and Title

WORKFORCE INVESTMENT DIVISION

I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein:

This Agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen. 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance:

*Maisha Tubbs*  
Signature of EDD Accounting Officer

*for Maisha Tubbs*  
Signature of EDD Contract Officer

Budget item: \_\_\_\_\_ Code & Title \_\_\_\_\_ Amount Encumbered: \_\_\_\_\_  
Federal Catalog No. / / / State \_\_\_\_\_ % Federal \_\_\_\_\_ % Budgetary Attachment: YES  
Chapter 106 Statutes: 2000 FY: 00/01 Fund: \_\_\_\_\_ PPS

WIA SUBGRANT AGREEMENT  
FUNDING DETAIL SHEET

Exhibit AA  
Page 1 of 1

SUBGRANTEE NAME: STANISLAUS COUNTY

SUBGRANT NO: R275877  
MODIFICATION NO: 02

I. ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
TITLE I-- JTPA TITLE I-Adult/Disloc				
WIA TITLE I ADULT FORMULA (201) : 07/01/2001 to 06/30/2003	\$0.00	\$957,131.00	\$0.00	\$957,131.00
WIA TITLE I ADULT FORMULA (202) : 10/01/2001 to 06/30/2003	\$0.00	\$2,863,352.00	\$0.00	\$2,863,352.00
96102 WIA TITLE I YOUTH FORMULA (301) : 04/01/2001 to 06/30/2003	\$4,353,973.00	\$0.00	\$0.00	\$4,353,973.00
WIA TITLE I YOUTH FORMULA (340) : 04/01/2001 to 06/30/2003	\$0.00	\$0.00	\$0.00	\$0.00
TITLE I DISLOCATED WORKER (501) : 07/01/2001 to 06/30/2003	\$0.00	\$1,619,693.00	\$0.00	\$1,619,693.00
TITLE I DISLOCATED WORKER (502) : 10/01/2001 to 06/30/2003	\$0.00	\$3,239,140.00	\$0.00	\$3,239,140.00
TOTAL TITLE I-	\$4,353,973.00	\$8,679,316.00	\$0.00	\$13,033,289.00
GRAND TOTAL:	\$4,353,973.00	\$8,679,316.00	\$0.00	\$13,033,289.00

EXHIBIT COVER SHEET

SUBGRANT NO: R275877  
MODIFICATION NO: 02

EXHIBIT CC  
Page 1 OF 2

SUBGRANTEE: STANISLAUS COUNTY  
FUNDING SOURCE: WIA TITLE I ADULT FORMULA 201

TERM OF THESE FUNDS: 07/01/2001 TO: 06/30/2003

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

These funds are being incorporated into the Program Year 2001/2002 Master Subgrant to support the Workforce Investment Act (WIA) Adult Program. Grant Code 201-1st round funding will be available for expenditures as of July 1, 2001 through June 30, 2003 and Grant Code 202-2nd round funding will become available for expenditures as of October 1, 2001 through June 30, 2003. Adult funding streams are available for expenditures provided an approved plan is on file with the State of California.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

EXHIBIT COVER SHEET

SUBGRANT NO: R275877  
MODIFICATION NO: 02

EXHIBIT CC  
Page 2 OF 2

SUBGRANTEE: STANISLAUS COUNTY  
FUNDING SOURCE: WIA TITLE I ADULT FOR 2 202

TERM OF THESE FUNDS: 10/01/2001 TO: 06/30/2003

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

These funds are being incorporated into the Program Year 2001/2002 Master Subgrant to support the Workforce Investment Act (WIA) Adult Program. Grant Code 201-1st round funding will be available for expenditures as of July 1, 2001 through June 30, 2003 and Grant Code 202-2nd round funding will become available for expenditures as of October 1, 2001 through June 30, 2003. Adult funding streams are available for expenditures provided an approved plan is on file with the State of California.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

EXHIBIT COVER SHEET

SUBGRANT NO: R275877  
MODIFICATION NO: 02

EXHIBIT EE  
Page 1 OF 2

SUBGRANTEE: STANISLAUS COUNTY  
FUNDING SOURCE: WIA TITLE I DISLOCATED WR 501

TERM OF THESE FUNDS: 07/01/2001 TO: 06/30/2003

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| Use of funds added by this modification is limited to this period and  
| additionally limited by the recapture provisions applicable to this  
| funding source. The state may at its discretion recapture funds obligated  
under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

Funds are currently being provided to Local Areas in their Program Year 2001/2002 Master Subgrants for the Dislocated Worker component of the Workforce Investment Act (WIA) program. Local Areas are cautioned not to expend or encumber the entire amount allocated, since some of the funds may be rescinded.

The amounts allocated to Local Areas are based on the original allotment provided to California in March, 2001. However, Congress has taken action to rescind a portion of the funds made available for the Dislocated Worker component. The exact amount of the rescission for California has not been announced. The Department of Labor expects to have this information available in early September, 2001. Consequently, the distribution of the rescission among Local Areas cannot be determined yet. However, at this time, all of the Local Areas in California should plan to have their Dislocated Worker funds reduced.

Grant Code 501-1st round Dislocated Worker funding will be available for expenditures as of July 1, 2001 through June 30, 2003 and Grant Code 502-2nd round funding will become available for expenditures as of October 1, 2001 through June 30, 2003. Dislocated Worker funding streams are available for expenditures provided an approved plan is on file with the State of California.

-----  
| This exhibit adds to and does not replace the terms and conditions of any other exhibit  
included in this agreement which terms and conditions remain in full force and effect.



EXHIBIT COVER SHEET

SUBGRANT NO: R275877  
MODIFICATION NO: 02

EXHIBIT EE  
Page 2 OF 2

SUBGRANTEE: STANISLAUS COUNTY  
FUNDING SOURCE: WIA TITLE I DISLOCAT WR2 502

TERM OF THESE FUNDS: 10/01/2001 TO: 06/30/2003

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

Funds are currently being provided to Local Areas in their Program Year 2001/2002 Master Subgrants for the Dislocated Worker component of the Workforce Investment Act (WIA) program. Local Areas are cautioned not to expend or encumber the entire amount allocated, since some of the funds may be rescinded.

The amounts allocated to Local Areas are based on the original allotment provided to California in March, 2001. However, Congress has taken action to rescind a portion of the funds made available for the Dislocated Worker component. The exact amount of the rescission for California has not been announced. The Department of Labor expects to have this information available in early September, 2001. Consequently, the distribution of the rescission among Local Areas cannot be determined yet. However, at this time, all of the Local Areas in California should plan to have their Dislocated Worker funds reduced.

Grant Code 501-1st round Dislocated Worker funding will be available for expenditures as of July 1, 2001 through June 30, 2003 and Grant Code 502-2nd round funding will become available for expenditures as of October 1, 2001 through June 30, 2003. Dislocated Worker funding streams are available for expenditures provided an approved plan is on file with the State of California.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.



State of California



BOARD OF SUPERVISORS

Gray Davis, Governor

Health and Human Services Agency

2002 JAN 31 3:31

JAN 09 2002  
REFER TO: 69:142:lh

- Mr. Paul Caruso, Chair  
Stanislaus County Board of Supervisors  
1100 H Street  
Modesto, CA 95354

Dear Mr. Caruso:

PY 2001/2002 WIA MASTER SUBGRANT AGREEMENT R275877

Enclosed is a copy of modification number three to your Workforce Investment Act (WIA) Master Subgrant Agreement for Program Year (PY) 2001/2002. This modification increases the level of Youth funding in grant code 301.

If you have any questions, please contact your program manager or regional advisor.

Sincerely,

/S/ BILL BURKE  
Chief

Enclosure

cc: Mr. Terry Plett  
Debra Shepherd, MIC 69  
Hal Readdick, MIC 69-1

# CONTRACTOR'S COPY

WIA SUBGRANT AGREEMENT

Cleared CSG-KS  
STPA  
 Dist. 12-27-01

STANISLAUS COUNTY

REGISTRATION NO: R275877  
 MODIFICATION NO: 03

SUBGRANTOR: State of California  
 Employment Development Dept.  
 Workforce Investment Division  
 P.O. Box 826880, MIC 69  
 Sacramento, CA 94280-0001

SUBGRANTEE: STANISLAUS COUNTY  
 251 E. HACKETT ROAD C-2  
 MODESTO, CA 95358-0031

GOVERNMENTAL ENTITY: YES

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the STANISLAUS COUNTY, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved WIA Local Plan for the above named Subgrantor filed with the Subgrantor pursuant to the Workforce Investment Act (WIA). This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

Funding Detail Chart  
 Title I-Y (WIA TITLE I YOUTH FORMULA)

Exhibit AA, pages 1 through 1  
 Exhibit DD, pages 1 through 1

ALLOCATION(s):	PRIOR AMOUNT: \$13,033,289.00
The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL":	INCREASE/DECREASE: \$136,079.00
	TOTAL: \$13,169,368.00

TERMS OF AGREEMENT: From 04/01/2001 to 06/30/2003	Terms of Exhibits are as designated on each exhibit
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PURPOSE: To incorporate an increase in Youth funds per supplemental appropriations for PY 2001.

APPROVED FOR SUBGRANTOR (EDD) (By Signature)

APPROVED FOR SUBGRANTEE (By Signature)

Name and Title  
 BILL BURKE, CHIEF

Name and Title

WORKFORCE INVESTMENT DIVISION

Unilateral modification. Subgrantee Signature not required.

I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein:

This Agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen. 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance:

*Uobich*  
 Signature of EDD Accounting Officer

*for*  
 Signature of EDD Contract Officer

Budget item: \_\_\_\_\_ Code & Title \_\_\_\_\_ Amount Encumbered: \_\_\_\_\_  
 Federal Catalog No. 417258/ / / State \_\_\_\_\_ % Federal \_\_\_\_\_ % Budgetary Attachment: YES  
 Chapter 106 Statutes: 2000 FY: 00/01 Fund: \_\_\_\_\_ PPS

WIA SUBGRANT AGREEMENT  
FUNDING DETAIL SHEET

Exhibit AA  
Page 1 of 1

SUBGRANTEE NAME: STANISLAUS COUNTY

SUBGRANT NO: R275877  
MODIFICATION NO: 03

I. ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
TITLE I-Y: YOUTH				
96152 WIA TITLE I ADULT FORMULA (201) : 07/01/2001 to 06/30/2003	\$957,131.00	\$0.00	\$0.00	\$957,131.00
98282 WIA TITLE I ADULT FORMULA (202) : 10/01/2001 to 06/30/2003	\$2,863,352.00	\$0.00	\$0.00	\$2,863,352.00
96102 WIA TITLE I YOUTH FORMULA (301) : 04/01/2001 to 06/30/2003	\$4,353,973.00	\$136,079.00	\$0.00	\$4,490,052.00
WIA TITLE I YOUTH FORMULA (340) : 04/01/2001 to 06/30/2003	\$0.00	\$0.00	\$0.00	\$0.00
96202 TITLE I DISLOCATED WORKER (501) : 07/01/2001 to 06/30/2003	\$1,619,693.00	\$0.00	\$0.00	\$1,619,693.00
98212 TITLE I DISLOCATED WORKER (502) : 10/01/2001 to 06/30/2003	\$3,239,140.00	\$0.00	\$0.00	\$3,239,140.00
TOTAL TITLE I-Y	\$13,033,289.00	\$136,079.00	\$0.00	\$13,169,368.00
GRAND TOTAL:	\$13,033,289.00	\$136,079.00	\$0.00	\$13,169,368.00

EXHIBIT COVER SHEET

SUBGRANT NO: R275877  
MODIFICATION NO: 03

EXHIBIT DD  
Page 1 OF 1

SUBGRANTEE: STANISLAUS COUNTY  
FUNDING SOURCE: WIA TITLE I YOUTH FORMULA 301

TERM OF THESE FUNDS: 04/01/2001 TO: 06/30/2003

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

The purpose of this modification is to increase the WIA Youth funding stream per DOL supplemental appropriation for PY 2001.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.



State of California

BOARD OF SUPERVISORS



Gray Davis, Governor

Health and Human Services Agency

JUL 19 2002

2002 JUL 24 P 3:09

69:142:lh

Mr. Terry Plett  
Director  
Stanislaus County Department of  
Employment and Training  
251 Hackett Road C-2  
Modesto, CA 95358-0031

Dear Mr. Plett:

PY 2001/2002 WIA MASTER SUBGRANT AGREEMENT R275877

Enclosed is a copy of modification number four of your Workforce Investment Act (WIA) Master Subgrant Agreement for Program Year (PY) 2001/2002. This modification is to transfer funds in the amount of \$971,767 between dislocated worker and adult in grant codes 202/502.

If you have any questions, please contact your program manager or regional advisor.

Sincerely,

/s/ BILL BURKE  
Chief

Enclosure

cc: Ms. Pat Paul, Chair  
Debra Shepherd, MIC 69  
Hal Readdick, MIC 69-1

6-12-01  
KB-8



Ceo.

CONTRACTORS  
WIA SUBGRANT AGREEMENT  
COPY

Cleared *KS*  
CSG  
Dist. STPA  
7-12-02

STANISLAUS COUNTY

REGISTRATION NO: R275877  
MODIFICATION NO: 04

SUBGRANTOR: State of California  
Employment Development Dept.  
Workforce Investment Division  
P.O. Box 826880, MIC 69  
Sacramento, CA 94280-0001

SUBGRANTEE: STANISLAUS COUNTY  
251 E. HACKETT ROAD C-2  
MODESTO , CA 95358-0031

GOVERNMENTAL ENTITY: YES

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the STANISLAUS COUNTY, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved WIA Local Plan for the above named Subgrantor filed with the Subgrantor pursuant to the Workforce Investment Act (WIA). This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

Funding Detail Chart  
Title I-Y (WIA TITLE I ADULT FORMULA)  
Title I-Y (TITLE I DISLOCATED WORKER)

Exhibit AA, pages 1 through 1  
Exhibit CC, pages 1 through 1  
Exhibit EE, pages 1 through 1

ALLOCATION(s):  
The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL":  
PRIOR AMOUNT: \$13,169,368.00  
INCREASE/DECREASE: \$0.00  
TOTAL: \$13,169,368.00

TERMS OF AGREEMENT:  
From 04/01/2001 to 06/30/2003  
Terms of Exhibits are as designated on each exhibit

PURPOSE: To transfer funds in the amount of \$971,767 between dislocated worker and adult in grant codes 202/502.

APPROVED FOR SUBGRANTOR (EDD) (By Signature)  
*David D. Rexin*  
Name and Title  
BILL BURKE, CHIEF  
WORKFORCE INVESTMENT DIVISION

APPROVED FOR SUBGRANTEE (By Signature)  
Unilateral modification. Subgrantee Signature not required.  
Name and Title

I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein:  
*Sylvia Mejia*  
Signature of EDD Accounting Officer

This Agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen. 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance:  
*Juan Pineda*  
Signature of EDD Contract Officer

Budget item: \_\_\_\_\_ Code & Title \_\_\_\_\_ Amount Encumbered: \_\_\_\_\_  
Federal Catalog No. 417258/ / / State \_\_\_\_\_ % Federal \_\_\_\_\_ % Budgetary Attachment: YES  
Chapter 106 Statutes: 2000 FY: 00/01 Fund: \_\_\_\_\_ PPS

WIA SUBGRANT AGREEMENT  
FUNDING DETAIL SHEET

Exhibit AA  
Page 1 of 1

SUBGRANTEE NAME: STANISLAUS COUNTY

SUBGRANT NO: R275877  
MODIFICATION NO: 04

I. ALLOCATION

FUNDING SOURCE		PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
TITLE I-Y: YOUTH					
96152	WIA TITLE I ADULT FORMULA (201) : 07/01/2001 to 06/30/2003	\$957,131.00	\$0.00	\$0.00	\$957,131.00
98282	WIA TITLE I ADULT FORMULA (202) : 10/01/2001 to 06/30/2003	\$2,863,352.00	\$971,767.00	\$0.00	\$3,835,119.00
96102	WIA TITLE I YOUTH FORMULA (301) : 04/01/2001 to 06/30/2003	\$4,490,052.00	\$0.00	\$0.00	\$4,490,052.00
	WIA TITLE I YOUTH FORMULA (340) : 04/01/2001 to 06/30/2003	\$0.00	\$0.00	\$0.00	\$0.00
96202	TITLE I DISLOCATED WORKER (501) : 07/01/2001 to 06/30/2003	\$1,619,693.00	\$0.00	\$0.00	\$1,619,693.00
98212	TITLE I DISLOCATED WORKER (502) : 10/01/2001 to 06/30/2003	\$3,239,140.00	\$0.00	\$971,767.00	\$2,267,373.00
TOTAL TITLE I-Y		\$13,169,368.00	\$971,767.00	\$971,767.00	\$13,169,368.00
GRAND TOTAL:		\$13,169,368.00	\$971,767.00	\$971,767.00	\$13,169,368.00



EXHIBIT COVER SHEET

SUBGRANT NO: R275877  
MODIFICATION NO: 04

EXHIBIT CC  
Page 1 OF 1

SUBGRANTEE: STANISLAUS COUNTY  
FUNDING SOURCE: WIA TITLE I ADULT FOR 2 202

TERM OF THESE FUNDS: 10/01/2001 TO: 06/30/2003

-----  
| Use of funds added by this modification is limited to this period and  
| additionally limited by the recapture provisions applicable to this  
| funding source. The state may at its discretion recapture funds obligated  
| under this exhibit, if expenditure plans are not being met.  
|  
-----

PROGRAM NARRATIVE

The purpose of this modification is to transfer funds in the amount of \$971,767 from the dislocated worker funding stream into the adult funding stream (grant codes 202/502).

-----  
| This exhibit adds to and does not replace the terms and conditions of any other exhibit |  
included in this agreement which terms and conditions remain in full force and effect.

EXHIBIT COVER SHEET

SUBGRANT NO: R275877  
MODIFICATION NO: 04

EXHIBIT EE  
Page 1 OF 1

SUBGRANTEE: STANISLAUS COUNTY  
FUNDING SOURCE: WIA TITLE I DISLOCAT WR2 502

TERM OF THESE FUNDS: 10/01/2001 TO: 06/30/2003

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

The purpose of this modification is to transfer funds in the amount of \$971,767 from the dislocated worker funding stream into the adult funding stream (grant codes 202/502).

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.



Employment  
Development  
Department

State of California

BOARD OF SUPERVISORS

Gray Davis, Governor



2002 AUG 14 P 1: 29 Health and Human Services Agency

AUG 14 2002

69:142:lh

Mr. Terry Plett  
Director  
Stanislaus County Department of  
Employment and Training  
251 Hackett Road C-2  
Modesto, CA 95358-0031

Dear Mr. Plett:

PY 2001/2002 WIA SUBGRANT AGREEMENT R275877

Enclosed is a copy of modification number five of your Workforce Investment Act (WIA) Subgrant Agreement for Program Year (PY) 2001/2002. This modification is to add \$6,347 in Bridge funding into grant code 541 and to deobligate \$408,831 from grant code 501 for Rescission.

If you have any questions, please contact your program manager or regional advisor.

Sincerely,

/S/ BILL BURKE  
Chief

Enclosure

cc: Ms. Pat Paul, Chair  
Debra Shepherd, MIC 69  
Hal Readdick, MIC 69-1

Ces

CONTRACTOR'S COPY

Cleared CSG *45*  
Dist. JTPA  
7-24-02

WIA SUBGRANT AGREEMENT

STANISLAUS COUNTY

REGISTRATION NO: R275877  
MODIFICATION NO: 05

SUBGRANTOR: State of California  
Employment Development Dept.  
Workforce Investment Division  
P.O. Box 826880, MIC 69  
Sacramento, CA 94280-0001

SUBGRANTEE: STANISLAUS COUNTY  
251 E. HACKETT ROAD C-2  
MODESTO, CA 95358-0031  
GOVERNMENTAL ENTITY: YES

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the STANISLAUS COUNTY, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved WIA Local Plan for the above named Subgrantor filed with the Subgrantor pursuant to the Workforce Investment Act (WIA). This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

- |                                       |                               |
|---------------------------------------|-------------------------------|
| Funding Detail Chart                  | Exhibit AA, pages 1 through 1 |
| Title I-Y (TITLE I DISLOCATED WORKER) | Exhibit EE, pages 1 through 1 |
| Title I-Y (TITLE I RAPID RESPONSE)    | Exhibit FF, pages 1 through 1 |

ALLOCATION(s):	PRIOR AMOUNT: \$13,169,368.00
The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL":	INCREASE/DECREASE: (\$402,484.00)
	TOTAL: \$12,766,884.00

TERMS OF AGREEMENT: From 04/01/2001 to 06/30/2003	Terms of Exhibits are as designated on each exhibit
--	---

PURPOSE: To add \$6,347 in 'Bridge' funding into GC 541 and to deobligate \$408,831 from GC 501 for Rescission.

APPROVED FOR SUBGRANTOR (EDD) (By Signature) <i>David S. [Signature]</i> Name and Title BILL BURKE, CHIEF WORKFORCE INVESTMENT DIVISION	APPROVED FOR SUBGRANTEE (By Signature) Unilateral modification. Subgrantee Signature not required. Name and Title
---	---

I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein:

*Sherette Rowery*  
Signature of EDD Accounting Officer

This Agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen. 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance:

*[Signature]*  
Signature of EDD Contract Officer

WIA SUBGRANT AGREEMENT  
FUNDING DETAIL SHEET

Exhibit AA  
Page 1 of 1

SUBGRANTEE NAME: STANISLAUS COUNTY

SUBGRANT NO: R275877  
MODIFICATION NO: 05

I. ALLOCATION

FUNDING SOURCE		PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
TITLE I-Y: YOUTH					
96152	WIA TITLE I ADULT FORMULA (201) : 07/01/2001 to 06/30/2003	\$957,131.00	\$0.00	\$0.00	\$957,131.00
98282	WIA TITLE I ADULT FORMULA (202) : 10/01/2001 to 06/30/2003	\$3,835,119.00	\$0.00	\$0.00	\$3,835,119.00
96102	WIA TITLE I YOUTH FORMULA (301) : 04/01/2001 to 06/30/2003	\$4,490,052.00	\$0.00	\$0.00	\$4,490,052.00
	WIA TITLE I YOUTH FORMULA (340) : 04/01/2001 to 06/30/2003	\$0.00	\$0.00	\$0.00	\$0.00
96202	TITLE I DISLOCATED WORKER (501) : 07/01/2001 to 06/30/2003	\$1,619,693.00	\$0.00	\$408,831.00	\$1,210,862.00
98212	TITLE I DISLOCATED WORKER (502) : 10/01/2001 to 06/30/2003	\$2,267,373.00	\$0.00	\$0.00	\$2,267,373.00
98422	TITLE I RAPID RESPONSE (541) : 06/28/2002 to 06/30/2003	\$0.00	\$6,347.00	\$0.00	\$6,347.00
TOTAL TITLE I-Y		\$13,169,368.00	\$6,347.00	\$408,831.00	\$12,766,884.00
GRAND TOTAL:		\$13,169,368.00	\$6,347.00	\$408,831.00	\$12,766,884.00

EXHIBIT COVER SHEET

SUBGRANT NO: R275877  
MODIFICATION NO: 05

EXHIBIT EE  
Page 1 OF 1

SUBGRANTEE: STANISLAUS COUNTY  
FUNDING SOURCE: WIA TITLE I DISLOCATED WR 501

TERM OF THESE FUNDS: 07/01/2001 TO: 06/30/2003

-----  
| Use of funds added by this modification is limited to this period and |  
| additionally limited by the recapture provisions applicable to this |  
| funding source. The state may at its discretion recapture funds obligated |  
under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

The purpose of this modification is to carryout the  
rescission against the PY 2001 allocation for the  
dislocated worker program under the Workforce Investment  
Act, (WIA) Title I. This is a direct result of the  
rescission contained in the Supplemental Appropriations  
Act of 2001, Public Law 107-20.

-----  
| This exhibit adds to and does not replace the terms and conditions of any other exhibit |  
included in this agreement which terms and conditions remain in full force and effect.

EXHIBIT COVER SHEET

SUBGRANT NO: R275877  
MODIFICATION NO: 05

EXHIBIT FF  
Page 1 OF 1

SUBGRANTEE: STANISLAUS COUNTY  
FUNDING SOURCE: WIA RAPID RESPONSE #2 541

TERM OF THESE FUNDS: 06/28/2002 TO: 06/30/2003

-----  
| Use of funds added by this modification is limited to this period and  
| additionally limited by the recapture provisions applicable to this  
| funding source. The state may at its discretion recapture funds obligated  
under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

These "Bridge" funds are being incorporated into your PY 01/02 subgrant agreement so local areas may continue to deliver ongoing WIA Rapid Response services. This allocation is part of your PY 02/03 allocation and is being provided out of the PY 01/02 State allotment in order to FIFO funds.

-----  
| This exhibit adds to and does not replace the terms and conditions of any other exhibit  
included in this agreement which terms and conditions remain in full force and effect.



OCT 31 2002

69:142:lh:

Mr. Terry Plett  
Director  
Stanislaus County Department of  
Employment and Training  
251 Hackett Road C-2  
Modesto, CA 95358-0031

Dear Mr. Plett:

WIA SUBGRANT AGREEMENT R275877

Enclosed is a copy of modification number six of your Workforce Investment Act (WIA) Subgrant Agreement. This modification is to add funding in the amount of \$12,636 into grant code 503 for the Dislocated Worker Program. Funds for this agreement are provided from the Program Year (PY) 2001/2002 year of appropriation.

If you have any questions, please contact your program manager or regional advisor.

Sincerely,

BILL BURKE  
Assistant Deputy Director  
Workforce Development Branch

Enclosure

cc: Ms. Pat Paul, Chair  
Debra Shepherd, MIC 69  
Hal Readdick, MIC 69-1



Cleared *KS*  
 CSG  
 Dist. JTPA  
 10-24-02

WIA SUBGRANT AGREEMENT

STANISLAUS COUNTY

**CONTRACTOR'S COPY**

REGISTRATION NO: R275877  
 MODIFICATION NO: 06

SUBGRANTOR: State of California  
 Employment Development Dept.  
 Workforce Investment Division  
 P.O. Box 826880, MIC 69  
 Sacramento, CA 94280-0001

SUBGRANTEE: STANISLAUS COUNTY  
 251 E. HACKETT ROAD C-2  
 MODESTO , CA 95358-0031

GOVERNMENTAL ENTITY: YES

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the STANISLAUS COUNTY, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved WIA Local Plan for the above named Subgrantor filed with the Subgrantor pursuant to the Workforce Investment Act (WIA). This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

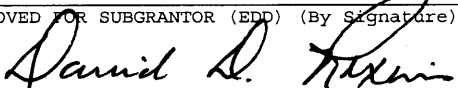
Funding Detail Chart  
 Title I- (TITLE I DISLOCATED WORKER)

Exhibit AA, pages 1 through 1  
 Exhibit EE, pages 1 through 1

ALLOCATION(s):	PRIOR AMOUNT: \$12,766,884.00
The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL":	INCREASE/DECREASE: \$12,636.00
	TOTAL: \$12,779,520.00

TERMS OF AGREEMENT:	Terms of Exhibits are as designated on each exhibit
From 04/01/2001 to 06/30/2003	

PURPOSE: To add funding in the amount of \$12,636 into grant code 503 for the Dislocated Worker Program.

APPROVED FOR SUBGRANTOR (EDD) (By Signature)  


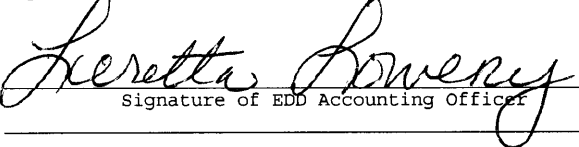
APPROVED FOR SUBGRANTEE (By Signature)  
 Unilateral modification. Subgrantee Signature not required.

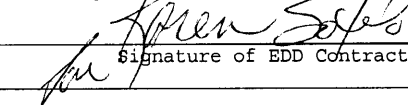
Name and Title  
 BILL BURKE, CHIEF  
 WORKFORCE INVESTMENT DIVISION

Name and Title

I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein:

This Agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen. 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance:

  
 Signature of EDD Accounting Officer

  
 Signature of EDD Contract Officer

Budget item: \_\_\_\_\_ Code & Title \_\_\_\_\_ Amount Encumbered: \_\_\_\_\_  
 Federal Catalog No. 417259/ / / State \_\_\_\_\_ % Federal \_\_\_\_\_ % Budgetary Attachment: YES  
 Chapter 379 Statutes: 2000 FY: 00/01 Fund: \_\_\_\_\_ PPS

WIA SUBGRANT AGREEMENT  
FUNDING DETAIL SHEET

Exhibit AA  
Page 1 of 1

SUBGRANTEE NAME: STANISLAUS COUNTY

SUBGRANT NO: R275877  
MODIFICATION NO: 06

I. ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
TITLE I--: WIA TITLE I-Adult/Disloc				
TITLE I DISLOCATED WORKER (503) : 10/01/2001 to 06/30/2003	\$0.00	\$12,636.00	\$0.00	\$12,636.00
TOTAL TITLE I-	\$0.00	\$12,636.00	\$0.00	\$12,636.00
TITLE I-Y: YOUTH				
96152 WIA TITLE I ADULT FORMULA (201) : 07/01/2001 to 06/30/2003	\$957,131.00	\$0.00	\$0.00	\$957,131.00
98282 WIA TITLE I ADULT FORMULA (202) : 10/01/2001 to 06/30/2003	\$3,835,119.00	\$0.00	\$0.00	\$3,835,119.00
96102 WIA TITLE I YOUTH FORMULA (301) : 04/01/2001 to 06/30/2003	\$4,490,052.00	\$0.00	\$0.00	\$4,490,052.00
WIA TITLE I YOUTH FORMULA (340) : 04/01/2001 to 06/30/2003	\$0.00	\$0.00	\$0.00	\$0.00
96202 TITLE I DISLOCATED WORKER (501) : 07/01/2001 to 06/30/2003	\$1,210,862.00	\$0.00	\$0.00	\$1,210,862.00
98212 TITLE I DISLOCATED WORKER (502) : 10/01/2001 to 06/30/2003	\$2,267,373.00	\$0.00	\$0.00	\$2,267,373.00
96632 TITLE I RAPID RESPONSE (541) : 06/28/2002 to 06/30/2003	\$6,347.00	\$0.00	\$0.00	\$6,347.00
TOTAL TITLE I-Y	\$12,766,884.00	\$0.00	\$0.00	\$12,766,884.00
GRAND TOTAL:	\$12,766,884.00	\$12,636.00	\$0.00	\$12,779,520.00

EXHIBIT COVER SHEET

SUBGRANT NO: R275877  
MODIFICATION NO: 06

EXHIBIT EE  
Page 1 OF 1

SUBGRANTEE: STANISLAUS COUNTY  
FUNDING SOURCE: DW RECAPTURE FORMULA 503

TERM OF THESE FUNDS: 10/01/2001 TO: 06/30/2003

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

The purpose of this modification to your PY 2001/2002 subgrant agreement is to add funding into grant code 503 for use in the Dislocated Worker program.

These funds were generated from the "recapture" process and are being allocated back to Local Areas who met the 80% obligation rate. No administrative cost may be charged against these funds. All expenditures must be charged to "program" costs when filing the expenditure reports.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.