

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

DEPT: Alliance Worknet

BOARD AGENDA #: *B-2

AGENDA DATE: June 13, 2017

SUBJECT:

Approve the Agreement between the Stanislaus County Workforce Development Board and the Stanislaus County Board of Supervisors and Authorize Alliance Worknet Director to Enter into and Sign Agreements, Contracts, and Amendments to expend Budget Year 2017-2018 Workforce Innovation and Opportunity Act Funds and Contracted StanWORKS Funds

BOARD ACTION AS FOLLOWS:

No. 2017-290

On motion of Supervisor Withrow, Seconded by Supervisor Olsen
and approved by the following vote,

Ayes: Supervisors: Olsen, Withrow, Monteith, and Vice-Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: Chairman Chiesa

Abstaining: Supervisor: None

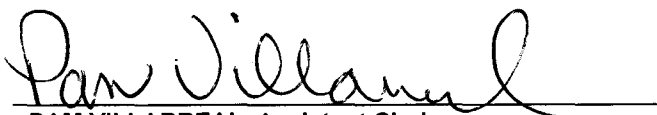
1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



ATTEST: PAM VILLARREAL, Assistant Clerk

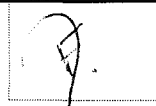
File No. BD-88-3

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Alliance Worknet

Urgent

Routine



BOARD AGENDA #: *B-2

AGENDA DATE: June 13, 2017

CEO CONCURRENCE: *phx*

4/5 Vote Required: Yes No

SUBJECT:

Approve the Agreement between the Stanislaus County Workforce Development Board and the Stanislaus County Board of Supervisors and Authorize Alliance Worknet Director to Enter into and Sign Agreements, Contracts, and Amendments to expend Budget Year 2017-2018 Workforce Innovation and Opportunity Act Funds and Contracted StanWORKS Funds

STAFF RECOMMENDATIONS:

1. Approval to enter into an Agreement between the Stanislaus County Workforce Development Board and the Stanislaus County Board of Supervisors and authorize the Chairman of the Board of Supervisor to sign the Agreement.
2. Authorize the Director of the Alliance Worknet, or designee, to sign all Workforce Innovation and Opportunity Act-related sub-grant agreements, and any modifications or adjustments as required by the State of California.
3. Authorize the Director of Alliance Worknet, or designee, to enter into and sign agreements, contracts, and amendments to expend Budget Year 2017-2018 Workforce Innovation and Opportunity Act funds and contracted StanWORKS funds.

DISCUSSION:

Workforce Innovation and Opportunity Act (WIOA) Final Regulations, Section 679.430 states that the Local Workforce Development Board and Chief Executive Officer must develop a written agreement if a local organization is designated to perform more than one of the following functions:

- Local fiscal agent,
- Local Workforce Development Board staff,
- One-stop operator and
- Direct provider of services

The Agreement must clarify how the organization will carry out its responsibilities while demonstrating compliance with the Workforce Innovation and Opportunity Act and corresponding regulation.

On April 3, 2017 the Workforce Development Board met and approved the Agreement between the Stanislaus County Workforce Development Board and the Stanislaus County Board of Supervisors and authorized the Chairman of the Workforce Development Board to sign the Agreement. (Attachment A)

Approve the Agreement between the Stanislaus County Workforce Development Board and the Stanislaus County Board of Supervisors and Authorize Alliance Worknet Director to Enter into and Sign Agreements, Contracts, and Amendments to expend Budget Year 2017-2018 Workforce Innovation and Opportunity Act Funds and Contracted StanWORKS Funds

The Stanislaus County Board of Supervisors has annually authorized the receipt of Workforce Innovation and Opportunity Act (WIOA) funds, previously Workforce Investment Act (WIA) funds, dedicated to developing a skilled workforce that strengthened businesses and contributed to the economic success of the community by providing employment and training services to local job seekers and business resources to employers. WIOA is designed to help job seekers access employment, education, training, and support services necessary for them to succeed in the labor market and to assist employers in having the skilled workers necessary for global competition.

The Workforce Services Division of the California Employment Development Department (EDD) is the designated State Grant Manager of the Federal Department of Labor's Workforce Innovation and Opportunity Act (WIOA) funding. The EDD has announced allocations to the local workforce development areas for Budget Year 2017-2018. The Budget Year 2017-2018 allocation for Stanislaus County is \$7,518,368.

Alliance Worknet provides workforce development and employment services to Welfare to Work (WTW) participants under contract with the Community Services Agency (CSA). In Budget Year 2017-2018, Alliance Worknet will administer six WTW subcontracts on behalf of the Community Services Agency which added supportive and supplemental workforce development services. These additional offerings include Literacy and Vocational English services. Alliance Worknet oversees the provision of workforce development services to CalWORKS WTW customers at CSA outstations. The allocation from Community Services Agency for Budget Year 2017-2018 is \$8,237,752.

With approval, the Alliance Worknet will serve as fiduciary agent on behalf of the Stanislaus County CSA and the Board of Supervisors for these contracted services. The Alliance Worknet Director will administer the program and will enter into, sign contracts and expend Budget Year 2017-2018 StanWORKS funds.

In addition, approval of this item will allow Alliance Worknet Director to enter into, sign and make amendments to contracts to expend the Budget Year 2017-2018 WIOA funds in the general administration of the program. Individual vendor contract amounts for the provision of these employment services are expected to exceed \$100,000. Contracts will follow the Board of Supervisors policies regarding the reporting of contracts and agreements.

POLICY ISSUE:

Alliance Worknet, as the administrative entity on behalf of Stanislaus County will serve as fiduciary agent as directed by the Federal Department of Labor, the California Employment Development Department and the California Workforce Development Board for Workforce Innovation and Opportunity (WIOA) funds. If the County does not adhere to the requirements governed under WIOA, Stanislaus County's WIOA funding could be placed in jeopardy.

Approve the Agreement between the Stanislaus County Workforce Development Board and the Stanislaus County Board of Supervisors and Authorize Alliance Worknet Director to Enter into and Sign Agreements, Contracts, and Amendments to expend Budget Year 2017-2018 Workforce Innovation and Opportunity Act Funds and Contracted StanWORKS Funds

FISCAL IMPACT:

Funding for the Contracts is included in the Budget Year 2017-2018 Proposed Budget.

Cost of recommended action:

Source(s) of Funding: \$ 15,756,120

Funding Total:

15,756,120

Net Cost to County General Fund

\$ -

Fiscal Year:

2017-2018

Budget Adjustment/Appropriations needed:

No

Fund Balance as of July 1, 2016

639,567

BOARD OF SUPERVISORS' PRIORITY:

The recommended action supports the Board of Supervisors' priority of Efficient Delivery of Public Services.

STAFFING IMPACT:

There is no staffing impact associated with this Agenda Item.

CONTACT PERSON:

Doris Foster, Director

209.558.2113

ATTACHMENT(S):

1 – Agreement (Stanislaus County – Stanislaus County Workforce Development Board)

ATTACHMENT 1

AGREEMENT
(Stanislaus County – Stanislaus County Workforce Development Board)

THIS AGREEMENT is made and entered into, as of the date last signed below, with an effective date of July 1, 2017 (the “**Effective Date**”), by and between the STANISLAUS COUNTY WORKFORCE DEVELOPMENT BOARD, a duly appointed and certified workforce development board under applicable state and federal laws (“**StanWDB**”), and STANISLAUS COUNTY, a political subdivision of the State of California (the “**County**”). StanWDB and County are sometimes collectively referred to herein as the “**Parties**” and singularly by their individual names or as a “**Party**.”

RECITALS:

WHEREAS, The federal Workforce Investment Act of 1998 (Public Law 105-220, 29 U.S.C. § 2801, et seq.), as amended (the “**WIA**”), funded local governments within locally determined workforce investment areas that assumed responsibilities for job training, employer services, community services, and other purposes through an integrated delivery system;

WHEREAS, The federal Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128, 29 U.S.C. § 3101, et seq.) (the “**WIOA**”) amended and superseded the WIA in order to strengthen the United States workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs in the United States, and to promote individual and national economic growth, and for other purposes;

WHEREAS, The County has been designated as the Local Workforce Investment Area (“**Local Area**”) in the local area, and, pursuant to the WIOA, the Stanislaus County Board of Supervisors is the designated Chief Elected Official of this Local Area;

WHEREAS, The WIOA requires the establishment of a local Workforce Development Board (“**WDB**”) to provide policy guidance and oversight with respect to a local workforce plan (“**Local Plan**”) developed by the WDB and submitted to the Governor;

WHEREAS, The County designated StanWDB as the Local Area WDB and adopted Bylaws by County Resolution 2016-171 dated April 5, 2016, and amended those Bylaws by County Resolution 2016-273, dated June 7, 2016;

WHEREAS, StanWDB and County now desire to enter into this Agreement in order to comply with the WIOA, to further clarify the Parties respective roles and responsibilities under WIOA, and to supplement StanWDB's existing Bylaws (attached hereto as "Exhibit 1" and hereby incorporated into this Agreement);

WHEREAS, It is the Parties' intend to maximize local control and decision making over individual employment and training programs while using each Parties' expertise and infrastructure where appropriate for the administration of WIOA's funded programs

including, but not limited to, evaluating training needs of the public and private sector, and providing program oversight; and

WHEREAS, The Parties intend for StanWDB to be vested with authority, for the design, development, administration, and operation of the workforce system in the Local Area.

Now, therefore, THE PARTIES AGREE THAT:

The STANISLAUS COUNTY WORKFORCE DEVELOPMENT BOARD shall be responsible for:

1. Providing policy recommendation to the County on matters pertaining to the provision of service under the Act.
2. Develop and submit a 4-year local plan for the local area, consistent with WIOA sec. 108.
3. Develop and submit a regional plan in collaboration with other local areas.
4. Subject to the approval of the Board of Supervisors, the Workforce Development Board will select America's Job Center of California operators, youth service providers, training providers, and career service providers.
5. Designate the one-stop operator(s) and providers for programs, subject to the approval of County.
6. Establish membership of subcommittees as required by WIOA.
7. Provide Program Oversight.
8. Negotiate and reach agreement on local performance measures with the Board of Supervisors and the Governor.
9. Conduct workforce research and regional labor market analysis to include:
 - a. Analysis and regular updates of economic conditions, needed knowledge and skills, workforce, and workforce development (including education and training) activities to include an analysis of the strengths and weaknesses (including the capacity to provide) of such services to address the identified education and skill needs of the workforce and the employment needs of employers;
 - b. Assistance to the Governor in developing the statewide workforce and labor market information system under the Wagner-Peyser Act for the region; other research, data collection, and analysis related to the workforce needs of the regional economy as the board, after receiving

input from a wide array of stakeholders, determines to be necessary to carry out its functions.

10. Convene local workforce development system stakeholders to assist in the development of the local plan and in identifying non-Federal expertise and resources to leverage support for workforce development activities. Such stakeholders may assist the Local Board and standing committees in carrying out convening, brokering, and leveraging functions at the direction of the Local Board.
11. Employer Linkages Coordinating workforce investment activities with economic development strategies.
12. Ensuring the effective provision of convening, brokering and leveraging activities.
13. In the implementation of Workforce Development Plans, the Workforce Development Board shall seek the involvement of local business, local school districts, community colleges, Regional Occupational Centers and Programs, EDD's Job Service, public assistance agencies, Department of Rehabilitation, Organized Labor, community based organizations, and Economic Development Agencies. The involvement of these agencies is to identify services and resources available under WIOA and develop linkages among service providers.
14. The Workforce Development Board shall provide periodic reports to the County at the direction of the County Administrator.

The COUNTY shall be responsible for:

15. The County shall act as the Grant Recipient in accordance with Section 107 of the Workforce Innovation and Opportunity Act.
16. The County shall be financially responsible to the U.S. Department of Labor and the State of California, for the administration of funds received pursuant to the requirements of the Act.
17. The County has designated Alliance Worknet to act as the WIOA administrative entity and the local fiscal agent under Section 107 of the Workforce Innovation and Opportunity Act;
18. Alliance Worknet will act as staff to Workforce Development Board in accordance with Section 107 of the Workforce Innovation and Opportunity Act;
19. The County shall administer programs as described in the Workforce Development Plan and consistent with the Act and the Rules and Regulations promulgated to carry out the Act, as well as other Federal, State and local laws,

Rules and Regulations Administrative responsibility and authorities, which shall include:

- a. Receipt and disbursement of all funds related to program operations, including collection and disposition of program income generated by program activities pursuant to federal regulation.
 - b. Collection of program data necessary for management evaluation and the preparation of required and desired reports.
 - c. Monitoring and evaluation of program operations, pursuant to the Act.
 - d. Contracting with vendors and agencies for services described in the Workforce Development Plan.
 - e. Determination and verification of participant eligibility as described in the Act.
 - f. Procurement and maintenance of fixed assets and expendable supplies necessary for program operation.
 - g. Selection and hiring of staff.
 - h. Other administrative duties and responsibilities as required by the Act of the Grant Recipient and Administrator.
 - i. Recruitment and appointment of members to fill vacancies on the Workforce Development Board, in accordance with this Agreement, Workforce Development Board Bylaws, and WIOA. Workforce Development Board vacancies will be filled within sixty (60) days of occurrence.
 - j. Appointment or reappointment of the WDB Chairperson by affirming, the Chairperson selected by the Workforce Development Board membership or appointing another private sector representative on the Workforce Development Board to serve as Chairperson.
20. The County shall procure audits of funds as required under the Act and shall address any questions arising from said audits.
21. The County shall develop and manage a system to hear and resolve grievances brought by participants, vendors, and other interested parties, as required by the Act.

22. The Workforce Development Board and the County will maintain a consolidated office support and staff structure.
23. The Executive Director of Alliance Worknet shall be the managing officer of StanWDB and shall direct the consolidated staff and office support of the Workforce Development Board.

Membership:

24. The members of the Workforce Development Board shall receive no remuneration for their services except that the County permits actual and necessary costs consistent with federal funding.
25. Workforce Development Board members will be considered County Officials for the purposes of the California Tort Claims Act.

Administrative Procedures:

26. In addition to the State and federal requirements for Workforce Development Boards, StanWDB shall comply with the County's ordinances and administrative procedures.
27. Unless otherwise required by law or approved by the County Board of Supervisors, the County Board of Supervisors or the County Purchasing Agent shall execute all contracts for the Workforce Development Board.

Conflict of Interest:

28. No individual in a decision-making capacity, including StanWDB members shall engage in any activity, including participation in the selection, award, or administration of a subgrant or contract supported by WIOA funds if a conflict of interest, real or apparent, would be involved. Such conflict would arise when the individual, and member of the individual's immediate family, the individual's partner or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm or organization selected for award. The officers, employees, or agents of the agency making the award will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements. StanWDB members shall not participate in financial matters before the Workforce Development Board that pertain to organizations that they represent.
29. Neither membership on the Workforce Development Board, nor the receipt of WIOA funds to provide training and related services shall be construed, by themselves, to violate the provisions of this section.

Term:

- 30. The initial term of this Agreement shall be for one year, thereafter, renewing itself for terms of one (1) year unless either party gives the other party ninety (90) days written notice of termination prior to the beginning of a new term.
- 31. This agreement may otherwise be terminated by mutual agreement of StanWDB and County or by written notice of one Party to the other Party not less than three (3) months prior to the effective date of the termination

Non-Allocation of Funds:


- 32. The terms of this Agreement and the services to be provided hereunder are contingent on the approval of funds by certain government agencies. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated by County by giving StanWDB thirty (30) days advance written notice.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.


“StanWDB”

STANISLAUS COUNTY WORKFORCE DEVELOPMENT BOARD, a duly appointed and certified workforce development board


By 
Its WORKFORCE DEVELOPMENT BOARD CHAIR
Date: 6/5/17

“County”

STANISLAUS COUNTY, a local workforce investment area

By 
Its Chairman, Board of Supervisors
Date: 6/15/17

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 
Amanda DeHart, Deputy County Counsel

**STANISLAUS COUNTY
WORKFORCE DEVELOPMENT BOARD**

BYLAWS

**ARTICLE I
NAME**

The name of this body shall be the Stanislaus County Workforce Development Board. Whenever the term "Board" is used in these Bylaws, it shall mean the Stanislaus County Workforce Development Board.

**ARTICLE II
AUTHORITY**

Stanislaus County's authority to form this Board is based in the federal Workforce Innovation and Opportunity Act of 2014, Public Law 113-128 (the "WIOA"), and the state California Workforce Innovation and Opportunity Act, California Unemployment Insurance Code section 14000 *et seq.*

**ARTICLE III
PURPOSE**

The purpose of the Board shall be to carry out job training and employment programs, and to set policy for the workforce development system in the local Workforce Development Area of Stanislaus County, in coordination with statewide workforce development efforts and consistent with the federal WIOA, as amended, in order to: (i) attract greater employer participation in all aspects of local employment and training activities; (ii) increase the employment, retention, and earnings of customers/participants; (iii) increase the occupational skill attainment by customers/participants; (iv) improve the quality of the workforce, reduce dependency on social services, and enhance the productivity and competitiveness of the local Workforce Development Area; and (v) to accept donations and to otherwise actively apply for, seek, and accept funding, including from local, state, and federal sources, for this purpose.

**ARTICLE IV
MEMBERSHIP**

The County Board of Supervisors, as the chief local elected official in Stanislaus County, is authorized to appoint the members of the Board. The Board shall consist of no more than 25 members, consistent with the WIOA, as it may be amended from time to time, and the following requirements:

**STANISLAUS COUNTY
WORKFORCE DEVELOPMENT BOARD**

BYLAWS

1. **Business Representatives.** A majority (i.e., at least 51%) of the members of the Board, including the Board Chair, shall consist of representatives of Stanislaus County's private business sector.

2. **Labor Representatives.** No less than twenty percent (20%) of the members of the Board shall consist of representatives of labor organizations who have been nominated by local labor federations and (i) shall include at least one (1) representative, who is a member of a labor organization or a training director, from a joint labor-management apprenticeship program (if no such joint labor-management program exists in Stanislaus County, then the representative shall be a representative of an apprenticeship program within Stanislaus County, if such a program exists); (ii) may include representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities; and (iii) may include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth.

3. **Education/Training Representatives.** The Board shall include members who are representatives of entities administering education and training activities in Stanislaus County, which (i) shall include a representative of eligible providers administering adult education and literacy activities under title II of the WIOA; (ii) shall include a representative of institutions of higher education, including community colleges, providing workforce investment activities; and (iii) may include representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment.

**STANISLAUS COUNTY
WORKFORCE DEVELOPMENT BOARD**

BYLAWS

4. **Economic/Community Development Representatives.** The Board shall include members who are representatives of governmental and economic and community development entities serving Stanislaus County who (i) shall include a representative of economic and community development activities; (ii) shall include an appropriate representative from the State employment service office under the Wagner-Peyser Act serving Stanislaus County; (iii) shall include an appropriate representative of the programs carried out under title I of the Rehabilitation Act of 1973 serving Stanislaus County; (iv) may include representatives of agencies or entities administering programs serving Stanislaus County relating to transportation, housing, and public assistance; and (v) may include representatives of philanthropic organizations serving Stanislaus County.

5. **Other Representatives.** The Board may include such other individuals or representatives of entities that the Stanislaus Board of Supervisors, as the local chief elected official in Stanislaus County, determines to be appropriate and as is consistent with the WIOA. Members of the Board that represent organizations, agencies, or other entities shall be individuals with optimum policymaking authority within the organizations, agencies, or entities. The members of the Board shall represent diverse geographic areas within Stanislaus County. Members of the Board shall serve without compensation but shall receive reimbursement for their actual expenses consistent with the policies of the Stanislaus County.

**ARTICLE V
OFFICERS**

The Officers of the Board shall be a Chair, a Vice Chair, and a Secretary. Only members of the Board may be Officers. Each Office shall have a term of one (1) year. Officers shall be elected annually at a regular meeting of the Board.

The Chair of the Board shall, if present, preside at meetings of the Board and exercise and perform such other powers and duties as may be from time to time assigned to the Chair by the Board or prescribed by these Bylaws.

In the absence or disability of the Chair, the Vice Chair shall perform all the duties of the Chair, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the Chair. The Vice Chair shall have such other powers and perform such other duties as from time to time may be prescribed by the Board or these Bylaws.

**STANISLAUS COUNTY
WORKFORCE DEVELOPMENT BOARD**

BYLAWS

The Secretary shall keep or cause to be kept a book of minutes of all meetings and actions of the Board. The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board. At the Board's discretion, the Secretary may delegate the responsibilities contained in this paragraph to an employee of Stanislaus County as approved by the Board of Supervisors.

**ARTICLE VI
MEETINGS**

The Board shall establish a regular meeting time and place. The Board may, through public notification, call for special meetings it deems necessary.

At all meetings of the Board, the Board shall comply with the provisions of the Ralph M. Brown Act (Gov. Code § 54950 *et seq.*), and the provisions of the California Public Records Act (Gov. Code § 6250 *et seq.*), as either or both may be amended from time to time.

**ARTICLE VII
COMMITTEES**

The Board may designate and direct the activities of standing committees to provide information and to assist the Board in carrying out workforce development activities. Such standing committees shall be chaired by a member of the Board, may include other members of the Board, and shall include other individuals appointed by the Board who are not members of the Board and who the Board determines have appropriate experience and expertise. At a minimum, the Board may designate each of the following:

1. **One-Stop Operations.** A standing committee to provide information and assist with operational and other issues relating to the One-Stop Delivery System, which may include as members representatives of the One-Stop Partners.

2. **Youth Services.** A standing committee to provide information and to assist with planning, operational, and other issues relating to the provision of services to youth, which shall include community-based organizations with a demonstrated record of success in serving eligible youth.

**STANISLAUS COUNTY
WORKFORCE DEVELOPMENT BOARD**

BYLAWS

3. **Individuals with Disabilities.** A standing committee to provide information and to assist with operational and other issues relating to the provision of services to individuals with disabilities, including issues regarding providing programmatic and physical access to the services, programs, and activities of the One-Stop Delivery System, as well as appropriate training for staff on providing supports for or accommodations to, and finding employment opportunities for, individuals with disabilities.

4. **Other Committees.** The Board may designate standing committees in addition to the standing committees specified above.

**ARTICLE VIII
QUORUM AND VOTING**

The meetings of the Board shall be conducted in accordance with *Robert's Rules of Order* and the Brown Act. A majority of the current membership of the Board shall constitute a quorum for the transaction of any and all business duly presented at a meeting of the Board. Every action taken or decision made by a majority of the members present at a duly held meeting at which a quorum is present shall be the act of the Board.

**ARTICLE IX
VACANCIES**

Vacancies on the Board shall exist upon the death, resignation, or removal of any member, and whenever the number of authorized members is increased. Any member may resign from the Board by giving written notice to the Chair of the Board or to the Stanislaus County Board of Supervisors. Vacancies on the Board may be filled by the Stanislaus County Board of Supervisors.

**ARTICLE X
CONFLICT OF INTEREST**

Members of the Board are deemed to be Public Officials pursuant to the Political Reform Act, and are subject to the provisions of that Act, the regulations of the Fair Political Practices Commission, and Government Code section 1090 *et seq.*, as any or all may be amended from time to time. Furthermore, members of the Board shall be subject to the Stanislaus County Conflict of Interest Code, and annually shall file a Statement of Economic Interest as required under that Code.

**STANISLAUS COUNTY
WORKFORCE DEVELOPMENT BOARD**

BYLAWS

**ARTICLE XI
AMENDMENTS**

These Bylaws may be amended, repealed, or altered, in whole or in part, by the approval of the Stanislaus County Board of Supervisors. A recommendation to amend, repeal, or alter these Bylaws, in whole or in part, may be made by a majority vote of the Board members present at any duly held meeting of the Board, provided that a copy of any amendment proposed for consideration shall be mailed to the last recorded address of each member of the Board at least thirty (30) days prior to the date of the meeting at which such vote shall be held. These Bylaws, and any amendments to these Bylaws, shall take effect only upon approval by the Stanislaus County Board of Supervisors.

WIOA SUBGRANT AGREEMENT

STANISLAUS COUNTY

SUBGRANT NO: K8106693
MODIFICATION NO: New
SUBRECIPIENT CODE: STN
UNIQUE ENTITY NO: 838611119
INDIRECT COST RATE:

PASS-THROUGH ENTITY:
State of California
Employment Development Dept.
Central Office Workforce
Services Division
P.O.Box 826880, MIC 69
Sacramento, CA 94280-0001

SUBRECIPIENT: STANISLAUS COUNTY
251 EAST HACKETT ROAD, C-
2
MODESTO, CA 95358
GOVERNMENTAL
ENTITY: Yes

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Pass-through Entity, and the **STANISLAUS COUNTY**, hereinafter the Subrecipient. The Subrecipient agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved Workforce Innovation and Opportunity Act (WIOA) Local Plan for the above named Pass-through Entity filed with the Pass-through Entity pursuant to the WIOA. 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
- Youth Formula Rd 1

ALLOCATION(s)	PRIOR AMOUNT	\$0.00
The Pass-through Entity agrees to reimburse the Subrecipient not to exceed the amount listed hereinafter 'TOTAL'	INCREASE/DECREASE:	\$2,398,795.00
	TOTAL:	\$2,398,795.00

TERM OF AGREEMENT

From:4/1/2017 To: 6/30/2019

Terms of Exhibits are as designated on each exhibit

PURPOSE: The purpose of this action is to initiate the Local Area's new Program Year (PY) 2017-18 Workforce Innovation and Opportunity Act (WIOA) Title I subgrant agreement and to incorporate WIOA Youth formula funding into Grant Code (GC) 301. The amount in GC 301 represents this Local Area's entire youth formula allocation for PY 2017-18. The term date for these funds is April 1, 2017 to June 30, 2019. The Local Area will operate the WIOA program in accordance with the approved Workforce Innovation and Opportunity Plan on file in the Central Office Workforce Services Division of the Employment Development Department, P.O. Box 826882, MIC 50, Sacramento, CA 92480-0001.

APPROVED FOR PASS-THROUGH ENTITY(EDD)
(By Signature)

APPROVED FOR SUBRECIPIENT (By Signature)

Name and Title
JAIME GUTIERREZ
CHIEF
CENTRAL OFFICE WORKFORCE SERVICES
DIVISION

Name and Title
DORIS FOSTER, DIRECTOR

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: 7100
Chapter: 000

Fund: 0869
Statute: ~~2017~~ 2016

Budgetary Attachment: No
FY: 17/18

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO:K8106693
MODIFICATION NO:New

STANISLAUS COUNTY

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
WIA/WIOA Formula				
96108 301 Youth Formula Rd 1 04/01/2017 to 06/30/2019 Prog/Element 61/90 Ref 101 Fed Catlg 17.259	\$0.00	\$2,398,795.00	\$0.00	\$2,398,795.00
Total WIA/WIOA Formula	\$0.00	\$2,398,795.00	\$0.00	\$2,398,795.00
Grand Total:	\$0.00	\$2,398,795.00	\$0.00	\$2,398,795.00

FAIN NO: AA-30733-18-55-A-6
FEDERAL AWARD DATE: 06/19/2017
FUNDING SOURCE: Yourth Formula Rd 1 - 301

TERM OF THESE FUNDS: 04/01/2017 - 06/30/2019

WIOA SUBGRANT AGREEMENT

1. Compliance

In performance of this subgrant agreement, Subrecipient will fully comply with:

- a. The provisions of the Workforce Innovation and Opportunity Act (WIOA), (29 U.S.C. §§ 3101- 3361 (2014)), WIOA Final Regulations, and all legislation, regulations, directives, policies, procedures and amendments issued pursuant thereto.
- b. All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement WIOA.
- c. Title 2, Code of Federal Regulations (C.F.R.) part 200 (Office of Management and Budget Guidance) [OMB Guidance].
- d. Title 2, C.F.R. Part 2900 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) [Uniform Requirements].
- e. The provisions of the Jobs for Veterans Act (Pub. L. No. 107-288) as the law applies to Department of Labor (DOL) job training programs.
- f. Subrecipient will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of WIOA.

2. Certifications, Assurances, Standards

Except as otherwise indicated, the Subrecipient agrees to comply with the certifications, assurances and standards set out in Exhibit A: Certifications and Assurances, Exhibit B: Intellectual Property Provisions and Exhibit C: Confidentiality Requirements. Failure to comply with all requirements of the certifications, assurances and standards may result in suspension of payment under this subgrant agreement or termination of this subgrant agreement or both, and the Subrecipient may be ineligible for award of future state subgrant agreements/contracts if the Pass-through Entity determines that any of the following has occurred:

- a. false information on the certifications, assurances and standards, or
- b. violation of the terms of the certifications, assurances and standards by failing to comply with the requirements noted in Exhibits A, B and C.

3. Funding

It is mutually understood between the parties that this subgrant agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the subgrant agreement was executed after that determination was made.

- a. This subgrant agreement is valid and enforceable only if
 - i. sufficient funds are made available by the State Budget Act of the appropriate state fiscal years covered by this subgrant agreement for the purposes of this program, and
 - ii. sufficient funds are made available to the state by the United States Government for the fiscal years covered by this subgrant agreement for the purposes of this program. In addition, this subgrant agreement 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 agreement in any manner.
- b. At the expiration of the terms of this subgrant agreement or upon termination prior to the expiration of this subgrant agreement, funds not obligated for the purpose of

this subgrant agreement will be immediately remitted to the Pass-through Entity, and no longer available to the Subrecipient.

- c. The Pass-through Entity 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 Subrecipient is given prompt notice and the opportunity for an informal review of the Pass-through Entity's decision. The EDD Chief Deputy Director or his/her designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of the Subrecipient or a Subcontractor of the Subrecipient to comply with the provisions of this subgrant agreement, or with WIOA or other applicable regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.
- d. If applicable, the chief elected official (CEO) of a unit of general local government designated as a Local Workforce Development Area shall be liable to the Pass-through Entity for all funds not expended in accordance with WIOA, and shall return to the Pass-through Entity all of those funds. If there is more than one unit of general local government in a local area, the CEO(s) will be the individual(s) designated under an agreement executed by the CEO(s) of the local units of government. The CEO(s) designated under the agreement shall be liable to the Pass-through Entity for all funds not expended in accordance with WIOA, and shall return to the Pass-through Entity all of those funds.

4. Insurance

- a. Except for city and county governmental entities, Subrecipients must provide the Pass-through Entity evidence of the coverage specified in paragraphs (i), (ii), (iii) and (iv) below. The evidence of coverage shall include the registration number of the subgrant agreement for identification purposes.
 - i. Subrecipient will obtain a fidelity bond in an amount of not less than _____, prior to the receipt of funds under this subgrant agreement. If the bond is canceled or reduced, Subrecipient will immediately notify the Pass-through Entity. In the event the bond is canceled or revised, the Pass-through Entity will make no further disbursements until it is assured that adequate coverage has been obtained.
 - ii. Subrecipient will provide general liability insurance with a combined limit of \$1,000,000, or public liability and property damage coverage with a combined limit of not less than \$1,000,000.
 - iii. Subrecipient will provide broad form automobile liability coverage with limits as set forth in (ii) above, which applies to both owned/leased and non-owned automobiles used by the Subrecipient or its agents in performance of this subgrant agreement. Or, in the event that the Subrecipient will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this subgrant agreement, Subrecipient will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.
 - iv. Subrecipient will provide workers' compensation insurance, which complies with provisions of the California Labor Code, covering all employees of the Subrecipient and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (§ 3350, et seq. of the California Labor Code) for workers' compensation.
 - v. The Pass-through Entity will be named as "Certificate Holder" of policies secured in compliance with paragraphs (i), (ii), (iii) and (iv) above and will be provided certificates of insurance or insurance company "binders" prior to any disbursement of funds under this subgrant agreement, verifying the insurance requirements have been complied with. The coverage noted in paragraphs (iii) and (iv) 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 Subrecipient to: Employment Development Department, Central Office Workforce

Services Division 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 subgrant agreement are concerned.
3. State of California is not responsible for payment of premiums or assessments on this policy.

vi. Subrecipient agrees that the liability insurance herein provided for shall be in effect at all times during the term of this subgrant agreement. In the event said insurance coverage expires at any time or times during the time of this contract, the Subrecipient agrees to provide, at least 30 days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the subgrant agreement or for a period of not less than one year. New certificates of insurance are subject to the approval of the Pass-through Entity, and the Subrecipient agrees that no work or services shall be performed prior to such approval. The Pass-through Entity may, in addition to any other remedies it may have, terminate this subgrant agreement should Subrecipient fail to comply with these provisions.

5. Resolution

A county, city, district or other local public body must provide the state with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of this subgrant agreement. Preferably resolutions should authorize a designated position rather than a named individual.

6. Procurement Standards

The Subrecipient must use the methods of procurement in accordance with 2 C.F.R. § 200.320.

7. Grievances and Complaint System

Subrecipient will establish and maintain a grievance and complaint procedure in compliance with the WIOA section 181, OMB Guidance, Uniform Requirements, federal regulations and state statutes, regulations and policy.

8. Remedies for Non-Compliance

If the Subrecipient fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Pass-through Entity may impose additional conditions, as described in 2 C.F.R. § 200.207, Specific conditions. If the Pass-through Entity determines that noncompliance cannot be remedied by imposing additional conditions, the Pass-through Entity may take one or more of the following actions listed in 2 C.F.R. § 200.338.

9. Disallowed Costs

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

10. Termination

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

- a. Termination for Convenience - Either the Pass-through Entity or the Subrecipient may request a termination, in whole or in part, for convenience. The Subrecipient will give a ninety (90) calendar-day advance notice in writing to the Pass-through Entity. The Pass-through Entity will give a ninety (90) calendar-day advance notice in writing to the Subrecipient.
- b. Termination for Cause - The Pass-through Entity may terminate this subgrant agreement in whole or in part when it has determined that the Subrecipient has substantially violated a specific provision of the WIOA, regulations, the Uniform Guidance 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 Subrecipient will be addressed to:

Doris, Foster
Director / Administrator
STANISLAUS COUNTY
251 EAST HACKETT ROAD, C-2
MODESTO, CA 95358

Notices to the Pass-through Entity will be addressed to:

Employment Development Department
Central Office Workforce Services Division
Financial Management Unit
P.O. Box 826880, MIC 69
Sacramento, CA 94280-0001

11. Audit Requirements

- a. The Subrecipient 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 (single audit or program-specific audit requirement) of OMB Guidance, and Uniform Requirements.
- b. The Subrecipient and/or auditors performing monitoring or audits of the Subrecipient or its sub-contracting service providers will immediately report to the Pass-through Entity any incidents of fraud, abuse or other criminal activity in relation to this subgrant agreement, the WIOA, or its regulations.

12. Entire Agreement

This subgrant agreement contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This subgrant 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 Pass-through Entity and the Subrecipient. Subrecipient represents and warrants it is free to enter into and fully perform this subgrant agreement.

13. Unenforceable Position

In the event that any provision of this subgrant agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this subgrant agreement have force and effect and shall not be affected hereby.

14. Accounting and Cash Management

- a. Subrecipient will comply with controls, record keeping and fund accounting procedure requirements of WIOA, federal and state regulations, and directives to ensure the proper disbursement of, and accounting for, program funds paid to the Subrecipient and disbursed by the Subrecipient, under this subgrant agreement.

- b. Subrecipient 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 Pass-through Entity. Failure to adhere to these provisions may result in suspending cash draw down privileges and providing funds through a reimbursement process.
- c. The Pass-through Entity retains the authority to adjust specific amounts of cash requested if the Pass-through Entity's records and subsequent verification with the Subrecipient indicate that the Subrecipient has an excessive amount of cash in its account.
- d. Income (including interest income) generated as a result of the receipt of WIOA activities, will be utilized in accordance with policy and procedures established by the Pass-through Entity. Subrecipient will account for any such generated income separately.
- e. Subrecipient shall not be required to maintain a separate bank account but shall separately account for WIOA funds on deposit. All funding under this subgrant agreement, will be made by check or wire transfer payable to the Subrecipient for deposit in Subrecipient'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 Subrecipient. The Pass-through Entity will have a lien upon any balance of WIOA funds in these accounts, which will take priority over all other liens or claims.

15. Amendments

This subgrant agreement may be unilaterally modified by the Pass-through Entity 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 to a Subrecipient's plan.
- c. Funds awarded to the Subrecipient have not been expended in accordance with the schedule included in the approved Subrecipient's plan. After consultation with the Subrecipient, the Pass-through Entity 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 Pass-through Entity.
- d. There is a change in state and federal law or regulation requiring a change in the provisions of this subgrant agreement.
- e. An amendment is required to change the Subrecipient's name as listed on this subgrant agreement. Upon receipt of legal documentation of the name change, the state will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

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

16. Reporting

Subrecipient will compile and submit reports of activities, expenditures, status of cash, and closeout information by the specified dates as prescribed by the Pass-through Entity. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this agreement will result in funds not being released.

17. Records

- a. If participants are served under this subgrant agreement, the Subrecipient will establish a participant data system as prescribed by the Pass-through Entity.
- b. Subrecipient will retain all records pertinent to this subgrant agreement for a period of three years from the date of final payment of this subgrant agreement. If, at the end of three years, there is litigation or an audit involving those records, the Subrecipient will retain the records until the resolution of such litigation or

audit. Refer to OMB Guidance, Subpart D, Part 200.333-200.337.

- c. The Pass-through Entity and/or the DOL, or their designee (refer to OMB Guidance, section 200.336) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this subgrant agreement. For purposes of this section, "access to" means that the Subrecipient shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this agreement. The Subrecipient shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the subgrant. Subrecipient's performance under the terms and conditions herein specified will be subject to an evaluation by the Pass-through Entity of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

18. Subcontracting

- a. Any of the work or services specified in this subgrant agreement which will be performed by other than by the Subrecipient will be evidenced by a written agreement specifying the terms and conditions of such performance.
- b. The Subrecipient 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 ensuring accountability.
- c. The system for awarding contracts will contain safeguards to ensure that the Subrecipient does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

19. Conflicts

- a. Subrecipient will cooperate in the resolution of any conflict with the DOL that may occur from the activities funded under this agreement.
- b. In the event of a dispute between the Pass-through Entity and the Subrecipient over any part of this subgrant agreement, the dispute may be submitted to non-binding arbitration upon the consent of both the Pass-through Entity and the Subrecipient. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

20. Indemnification

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

Pursuant to California Government Code § 895.4, 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 Subrecipient is a non-governmental entity:

The Subrecipient agrees to the extent permitted by law, to indemnify, defend and hold harmless the Pass-through Entity, 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 Subrecipient in the performance of this subgrant agreement.

21. Signatures

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

Contact information for the awarding official of the Pass-through Entity:

Name: Jaime Gutierrez
Title: Division Chief
Address: P.O. Box 826880, MIC 50
Sacramento, CA 94280-0001

Exhibit A

Certifications and Assurances

- a. Corporate Registration: The Subrecipient, if it is a corporation, certifies it is registered with the Secretary of the State of California.
- b. Americans with Disabilities Act (ADA): Subrecipient assures that it complies with the ADA of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. § 12101 et seq.)
- c. Sectarian Activities: The Subrecipient certifies that this subgrant 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 whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- d. National Labor Relations Board certification Subrecipient certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Subrecipient within the immediately preceding two-year period because of Subrecipient's failure to comply with an order of a Federal court, which orders Subrecipient to comply with an order of the National Labor Relations Board. (Pub. Contract Code § 10296) (Not applicable to public entities.)
- e. Federal Funding Accountability and Transparency Act (FFATA): By signing this subgrant agreement, Subrecipient hereby assures and certifies to comply with the provisions of FFATA, which includes requirements on executive compensation, and requirements implementing FFATA at 2 C.F.R. part 25 and 2. C.F.R. part 170.
- f. Prior Findings: Subrecipient, by signing this subgrant agreement, certifies that it has not failed to satisfy any major condition in a current or previous subgrant agreement with the 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.
- g. Drug Free Workplace requirement: Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 1. 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.
 2. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on the proposed subgrant agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the subgrant agreement.
4. Failure to comply with these requirements may result in suspension of payments under this subgrant agreement or termination of the subgrant agreement or both and Subrecipient may be ineligible for award of any future subgrant agreements if the Pass-through Entity determines that any of the following has occurred: the Subrecipient has made false certification; or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et seq.)

- h. Expatriate Corporations: Subrecipient hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code §§ 10286 and 10286.1, and is eligible to contract with the State of California.
- i. Priority Hiring considerations: If this subgrant agreement includes services in excess of \$200,000, the Subrecipient shall give priority consideration in filling vacancies in positions funded by the subgrant agreement to qualified recipients of aid under Welfare and Institutions Code § 11200 in accordance with Pub. Contract Code § 10353.
- j. Sweatfree Code of Conduct:
1. All Subrecipients contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to this subgrant agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subrecipient further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code § 6108.
 2. The Subrecipient agrees to cooperate fully in providing reasonable access to the Subrecipient's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (1).
- k. Child Support Compliance: For any Agreement in excess of \$100,000, the Subrecipient acknowledges in accordance with Public Contract Code § 7110, that:
1. The Subrecipient recognizes the importance of child and family support obligations and shall fully comply with all 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 § 5200) of Part 5 of Division 9 of the Family Code; and
 2. The Subrecipient, 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 Hire Registry maintained by the Pass-through Entity.
- l. Air/Water Pollution violation certification: Under the State laws, the Subrecipient shall not be:
1. in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
 2. subject to cease and desist order not subject to review issued pursuant to § 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
 3. finally determined to be in violation of provisions of federal law relating to air or water pollution.
- m. Clean Air Act: Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).
- n. Domestic Partners: For contracts over \$100,000 executed or amended after January 1, 2007, the Subrecipient certifies that it is in compliance with Public Contract Code § 10295.3.
- o. Debarment and Suspension Certification: By signing this subgrant agreement, the

Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that the Subrecipient will comply with regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension and OMB Guidance 2 CFR Part 180, that the prospective participant (i.e., Subrecipient), 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 transactions by any federal department or agency.
2. Have not within a three-year period preceding this subgrant agreement been convicted of or had a civil judgment 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 Section 2 of this certification.
4. Have not within a three-year period preceding this subgrant agreement had one or more public transactions (federal, state or local) terminated for cause of default.

Where the Subrecipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

p. Lobbying Restrictions: By signing this subgrant agreement, the Subrecipient hereby assures and certifies to the lobbying restrictions in 2 C.F.R. §200.450, 29 CFR Part 93 and in the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352).

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 an 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 subgrant agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of the lobbying restrictions be included in the award documents for subgrant agreement transactions over \$100,000 (per OMB) at all tiers (including subgrant agreements, 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 the Lobbying 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.

q. Nondiscrimination Clause:

1. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Subrecipient assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

- i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status and gender identity), national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
- ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Subrecipient also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the Subrecipient's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the Subrecipient makes to carry out the WIOA Title I-financially assisted program or activity. The Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

- r. Avoidance of Conflict of Economic Interest: An executive or employee of the Subrecipient, 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 Subrecipient or Pass-through Entity. Supplies, materials, equipment or services purchased with subgrant agreement funds will be used solely for purposes allowed under this subgrant 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.

Exhibit B

Intellectual Property Provisions

Federal Funding

Pursuant to 2 CFR 200.315, in any subgrant funded in whole or in part by the federal government, Pass-through Entity acquires the title to intangible property, as defined in 2 CFR 200.59 as including Intellectual Property, which results directly or indirectly from the subgrant. The federal government shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use the Intellectual Property for Federal purposes, and to authorize others to do so. Additionally, pursuant to 2 CFR 2900.13, Intellectual Property developed under this subgrant will be licensed under a Creative Commons Attribution license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Pass-through Entity.

Exhibit C

Confidentiality Requirements

The State of California and the Subrecipient will exchange various kinds of information pursuant to this subgrant 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 or when the disclosure is restricted or prohibited by any provision of law. 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 EDD, the California Department of Social Services, the California Department of Education, the California Department of Corrections and Rehabilitation, 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 Pass-through Entity and Subrecipient 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 security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- c. The Subrecipient agrees that information obtained under this subgrant agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this agreement.
 1. Aggregate Summaries: All reports and/or publications developed by the Subrecipient based on data obtained under this agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
 2. Publication: Prior to publication, Subrecipient shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to California Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
 3. Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- d. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
- e. The Subrecipient shall notify Pass-through Entity's Information Security Office of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (916) 654-6231. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.

The Subrecipient shall cooperate with the Pass-through Entity in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If the Subrecipient learns of a breach in the security of the system which contains confidential data obtained under this Subgrant, then the Subrecipient must provide notification to individuals pursuant to California Civil Code Section 1798.82.

- f. The Subrecipient shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Subgrant. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- g. At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- h. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the California Civil Code, Section 502 of the California Penal Code, Section 2111 of the

California Unemployment Insurance Code, Section 10850 of the California Welfare and Institutions Code and other applicable local, state and federal laws.

- i. 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.
- j. 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.
- k. If the Pass-through Entity or Subrecipient enters into an agreement with a third party to provide WIOA services, the Pass-through Entity or Subrecipient 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.
- l. The Subrecipient may, in its operation of the America's Job Center of California (AJCC), permit an AJCC Operator to enter into a subcontract to manage confidential information. This subcontract may allow an individual to register for resume distribution services at the same time the individual enrolls in CalJOBS. Subrecipient shall ensure that all such subcontracts comply with the intellectual property requirements of this subgrant agreement, the confidentiality requirements of this subgrant agreement and any other terms of this subgrant agreement that may be applicable. In addition, the following requirements must be included in the subcontracts:

1. All client information submitted over the internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' social security numbers must be stored in a separate database within the subcontractor's network of servers, and protected by a firewall and a secondary database server firewall or AES data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business, for example a resume-distribution service that provides enrollment in CalJOBS, social security numbers must be destroyed within two days after the client registers for CalJOBS. If a subcontractor obtains confidential information as an agent of the Subrecipient, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. Social security numbers and other client specific information shall not be retained for more than three years after a client completes services.
2. Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
3. An AJCC client must still be given the option to use the AJCC's services, including CalJOBS, even if he or she chooses not to use any services of the subcontractor. This option shall be prominently, clearly and immediately communicated to the client upon registration within the AJCC or for CalJOBS, the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the AJCC Operator.
4. The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
5. When the Pass-through Entity modifies State automated systems such as the State CalJOBS System, it shall provide reasonable notice of such changes to the Subrecipient. The Subrecipient shall be responsible to communicate such changes

to the AJCC Operator(s) in the local area.

m. 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 PASS-THROUGH ENTITY:

Name: Michael Greenlow
Title: Section Manager
Address: P.O. Box 826880, MIC 50
Sacramento, CA 94280-0001
Telephone: (916) 654-9699
Fax: (916) 654-9586

FOR THE SUBRECIPIENT:

Name:
Title:
Telephone:
Fax:

WIOA SUBGRANT AGREEMENT

STANISLAUS COUNTY

SUBGRANT NO: K8106693
MODIFICATION NO: 1
SUBRECIPIENT CODE: STN
UNIQUE ENTITY NO: 838611119
INDIRECT COST RATE: N/A

PASS-THROUGH ENTITY:
State of California
Employment Development Dept.
Central Office Workforce
Services Division
P.O.Box 826880, MIC 69
Sacramento, CA 94280-0001

SUBRECIPIENT: STANISLAUS COUNTY
251 EAST HACKETT ROAD, C-2
MODESTO, CA 95358
GOVERNMENTAL ENTITY: Yes

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Pass-through Entity, and the **STANISLAUS COUNTY**, hereinafter the Subrecipient. The Subrecipient agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved Workforce Innovation and Opportunity Act (WIOA) Local Plan for the above named Pass-through Entity filed with the Pass-through Entity pursuant to the WIOA. 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
- Rapid Response Layoff Aversion
- Rapid Response by Formula
- Adult Formula RD 1
- Dislocated Worker Rd 1

ALLOCATION(s)	PRIOR AMOUNT	\$2,398,795.00
The Pass-through Entity agrees to reimburse the Subrecipient not to exceed the amount listed hereinafter 'TOTAL'	INCREASE/DECREASE:	\$659,463.00
	TOTAL:	\$3,058,258.00

TERM OF AGREEMENT From:4/1/2017 To: 6/30/2019 Terms of Exhibits are as designated on each exhibit

PURPOSE: The purpose of this modification is to add Round 1 funds into Grant Codes 201 (Adult), 501 (Dislocated Worker), 540 (Rapid Response by Formula), and 292 (Layoff Aversion).

APPROVED FOR PASS-THROUGH ENTITY(EDD) (By Signature)

APPROVED FOR SUBRECIPIENT (By Signature) Unilateral modification. Subrecipient Signature not required

Name and Title
JAIME GUTIERREZ
CHIEF
CENTRAL OFFICE WORKFORCE SERVICES
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: 7100 Fund: 0869 Budgetary Attachment: No
Chapter: 000 Statute: 2017 FY: 17/18

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO:K8106693
MODIFICATION NO:1

STANISLAUS COUNTY

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
WIA/WIOA 25% - Dislocated Worker Rapid Response				
96218 292 Rapid Response Layoff Aversion 07/01/2017 to 06/30/2018 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$0.00	\$7,570.00	\$0.00	\$7,570.00
96218 540 Rapid Response by Formula 07/01/2017 to 06/30/2018 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$0.00	\$26,838.00	\$0.00	\$26,838.00
Total WIA/WIOA 25% - Dislocated Worker Rapid Response	\$0.00	\$34,408.00	\$0.00	\$34,408.00
WIA/WIOA Formula				
96158 201 Adult Formula RD 1 07/01/2017 to 06/30/2019 Prog/Element 61/90 Ref 101 Fed Catlg 17.258	\$0.00	\$294,318.00	\$0.00	\$294,318.00
96108 301 Youth Formula Rd 1 04/01/2017 to 06/30/2019 Prog/Element 61/90 Ref 101 Fed Catlg 17.259	\$2,398,795.00	\$0.00	\$0.00	\$2,398,795.00
96208 501 Dislocated Worker Rd 1 07/01/2017 to 06/30/2019 Prog/Element 61/90 Ref 101 Fed Catlg 17.278	\$0.00	\$330,737.00	\$0.00	\$330,737.00
Total WIA/WIOA Formula	\$2,398,795.00	\$625,055.00	\$0.00	\$3,023,850.00
Grand Total:	\$2,398,795.00	\$659,463.00	\$0.00	\$3,058,258.00

NARRATIVE

SUBGRANT NO:K8106693
MODIFICATION NO: 1

SUBRECIPIENT:STANISLAUS COUNTY
FAIN NO: AA-30733-17-55-A-6
FEDERAL AWARD DATE: 7/19/2017
FUNDING SOURCE: Adult Formula RD 1 - 201

TERM OF THESE FUNDS: 07/01/2017 - 06/30/2019

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

Workforce Innovation and Opportunity Act (WIOA) Adult Formula funds are being incorporated into the Program Year (PY) 2017-18 Subgrant Agreement to support the WIOA Adult Program. The funds in grant code 201 consist of 1st round funding and are available for expenditure from July 1, 2017 through June 30, 2019. FAIN Number AA-30733-17-55-A-6.

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.

WIOA (2015)

NARRATIVE

SUBGRANT NO:K8106693
MODIFICATION NO: 1

SUBRECIPIENT:STANISLAUS COUNTY
FAIN NO: AA-30733-17-55-A-6
FEDERAL AWARD DATE: 7/19/2017
FUNDING SOURCE: Dislocated Worker Rd 1 - 501

TERM OF THESE FUNDS: 07/01/2017 - 06/30/2019

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

Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Formula funds are being incorporated into the Program Year (PY) 2017-18 Subgrant Agreement to support the WIOA Dislocated Worker Program. The funds in grant code 501 consist of 1st round funding and are available for expenditures from July 1, 2017 through June 30, 2019. FAIN No. AA-30733-17-55-A-6.

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.

WIOA (2015)

NARRATIVE

SUBGRANT NO:K8106693
MODIFICATION NO: 1

SUBRECIPIENT:STANISLAUS COUNTY
FAIN NO: AA-30733-17-55-A-6
FEDERAL AWARD DATE: 7/19/2017
FUNDING SOURCE: Rapid Response by Formula - 540

TERM OF THESE FUNDS: 07/01/2017 - 06/30/2018

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 Workforce Innovation and Opportunity Act (WIOA) 25 percent Rapid Response (RR) funds are being incorporated into your Program Year (PY) 2017-18 Subgrant Agreement to support the WIOA Dislocated Worker Program. The funds in grant code 540 consist of 1st round funding and are available for expenditures from July 1, 2017 to June 30, 2018. These "formula based" Rapid Response funds (see WSIN15-51) must be used for the cost of required and allowable Rapid Response activities in response to layoffs, business closures, and natural disasters. FAIN Number AA-30733-17-55-A-6.

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.

WIOA (2015)

NARRATIVE

SUBGRANT NO:K8106693
MODIFICATION NO: 1

SUBRECIPIENT:STANISLAUS COUNTY
FAIN NO: *****
FEDERAL AWARD DATE:
FUNDING SOURCE: Rapid Response Layoff Aversion - 292

TERM OF THESE FUNDS: 07/01/2017 - 06/30/2018

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

Layoff Aversion funds are being incorporated into the Program Year (PY) 2017-18 Subgrant Agreement to support the Layoff Aversion Program. These funds will support local areas through a high performing Rapid Response strategy, which will emphasize coordinated efforts to avert layoffs in the effort to save jobs. The term of these funds are from July 1, 2017 to June 30, 2018. FAIN Number AA-30733-17-55-A-6.

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.

WIOA (2015)

**AGREEMENT FOR
INDEPENDENT CONTRACTOR SERVICES
#17-02**

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus Department of Workforce Development ("County") and Madera County Workforce Investment Corporation (MCWIC), a Non-Profit Corporation, ("Contractor") as of June 1, 2017.

Recitals

WHEREAS, the Stanislaus County Department of Workforce Development has a need for services involving Workforce Development Services to Veterans in Madera County;

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

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**.

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, and in accordance with a schedule of work set forth in Exhibit A. 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.

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.

3. Term

3.1 The term of this Agreement is from 7/01/2017 until 12/31/2018 unless sooner terminated as provided below.

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.

4. 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.

5. 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.

6. Insurance

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

7. Defense and Indemnification

7.1 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; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

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

8. Status of Contractor

8.1 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.

8.2 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.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

8.7 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.

9. Records and Audit

9.1 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 four (4) years from the termination or completion of this Agreement. 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.

9.2 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. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

11.1 Non-Discrimination. 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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. 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 non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of

Ind. Con. Agmt. (Rev.1.24.17 AMD)C:\Users\tscott-contreras\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\H88FJ6ZZ\17-02 VEAP Madera.doc

1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

12. 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.

13. 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.

14. 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:

Stanislaus County Department of
Workforce Development
ATTN: Doris Foster
251 E. Hackett Rd C-3
Modesto, CA 95358
(209) 558-2100

To Contractor:

Madera County Workforce Investment
Corporation
Attn: Elaine Craig
2037 W. Cleveland Ave
Madera, CA 93637
(559) 662-4500

15. 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.

16. 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.

17. 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.

18. 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, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

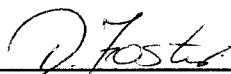
21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

By: 
Doris Foster, Director
Stanislaus County Department of Workforce
Development

"County"

MADERA WORKFORCE INVESTMENT CORPORATION

By:  10-2-17
Elaine M. Craig
Executive Director

"Contractor"

APPROVED AS TO FORM:

~~Amanda DeHart, County Counsel~~

John P. Doering

By: 
Amanda DeHart, Deputy County Counsel

EXHIBIT A

A. SCOPE OF WORK

This program, known as Vets Work is a Workforce Innovation and Opportunity Act program and is the result of a Veterans Employment Assistance Program (VEAP) Grant through the State of California Employment Development Department. Vets Work is designed to provide services to qualified Veterans and/ or spouses of qualified veterans to assist with reintegration into the local workforce.

The Contractor shall provide services under this Agreement as follows:

The Contractor will:

1. Develop and implement a targeted marketing and outreach campaign to identify and recruit potential Veteran participants for this project.
2. Determine eligibility of applicants, create and maintain a comprehensive participant case file, and case manage all program enrollees in the Madera County jurisdiction.
3. Provide a comprehensive assessment and develop an Individual Employment Plan for each enrolled participant.
4. Administer or provide all appropriate project services to a minimum of **10** eligible and enrolled participants in accordance with locally approved processes and procedures. Services may include, but are not limited to, workshops, assessments, career counseling, supportive services, ITA vouchers, On-the-Job Training agreements, and direct job placement.
5. Perform all required data entry for participant tracking into the CalJOBS system and any other data required to track VEAP participants in Madera County as requested by COUNTY for State reporting purposes.
6. Provide data to COUNTY regarding participant enrollment, activities, placement in training, performance outcome information, and any ancillary data pertaining to the enrolled participants in relation to this grant.
7. Bill COUNTY for reimbursable costs incurred in servicing the target population under this grant by the 20th day of the month following the month in which costs were incurred or services were rendered. If no costs were incurred, a zero-cost invoice will be submitted to COUNTY.
8. Participate in project meetings and other project activities, as scheduled.

Stanislaus County Department of Workforce Development will:

1. Act as Lead Agency for the project.
2. Perform all required participant and fiscal tracking and State reporting.

3. Convene project meetings, conference calls or other necessary events.

B. COMPENSATION

The Contractor shall be compensated for the services provided under this Agreement as follows:

1. Contractor will be compensated on a time and materials basis, based on the hours worked by the Contractor's employees or subcontractors, as identified in the Budget attached hereto (Exhibit C) and, by this reference, made a part hereof; however, the Contractor and the County may modify the budget to accommodate any changes in the budget which are determined necessary and mutually agreed upon. Contractor will be reimbursed for expenses as outlined in Exhibit C that are reasonable, necessary and actually incurred by the Contractor in connection with the services specified in Exhibit A.

2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided under the term of this Agreement shall not exceed \$57,491, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** 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 the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
3. **Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in

connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

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

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, 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 Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

_____ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

_____ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Elyne M. Craig Date: 10-2-17

Signature: Elyne M. Craig Date: 10-2-17

Vendor Name: Madera County Workforce Investment Corporation

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO-Risk Management Division: Kevin Watts Date: 9/11/17

**Exhibit C- VEAP 2016/17
Budget Summary Plan**

	Exhibit C
Subgrant #:	K7102076
Initial Plan	Jun-17
Project Modification Date:	Month/year

Organization Name: Madera County Workforce Investment Corporation

Budget Detail	Planned Budget		
	A	B	C
	WIOA Governor's Discretionary	Cash/In-kind Match	Total
A. Staff Salaries	\$28,378.64	\$28,378.64	\$56,757.28
B. Number of full-time equivalents: <u>.53FTE</u>			
C. Staff Benefits	\$3,633.36	\$3,633.36	\$7,266.72
D. Staff Benefit Rate (percent) <u>11.35%</u>			
E. Staff Travel	\$900.00	\$0.00	\$900.00
F. Operating Expenses (communications, facilities, utilities, maintenance, consumable supplies, audit, etc.)	\$7,172.00	\$3,479.00	\$10,651.00
G. Furniture and Equipment	\$0.00	\$0.00	\$0.00
1. Small Purchase (unit cost is less than \$5,000 such as computers, desks etc.)	\$0.00	\$0.00	\$0.00
2. Equipment Purchase (unit cost is more than \$5,000 and useful life is more than one year.) Complete Supplemental Budget Form	\$0.00	\$0.00	\$0.00
3. Lease	\$0.00	\$0.00	\$0.00
H. Consumable Testing and Instructional Materials	\$0.00	\$0.00	\$0.00
I. Tuition Payments/Vouchers	\$12,407.00	\$12,000.00	\$24,407.00
J. On-the-Job Training	\$0.00	\$10,000.00	\$10,000.00
K. Participant wages and Fringe Benefits	\$0.00	\$0.00	\$0.00
L. Participant Support Services	\$5,000.00		\$5,000.00
M. Job Retention Services	\$0.00	\$0.00	\$0.00
N. Contractual Services (Complete Supplemental Budget Form)	\$0.00	\$0.00	\$0.00
O. Indirect Costs (complete items 1 and 2 below)	\$0.00	\$0.00	\$0.00
P. Other (describe):	\$0.00	\$0.00	\$0.00
Q. Total Funding	\$57,491.00	\$57,491.00	\$114,982.00

Total Budget: \$ 57,491
Administration: \$ 5,749
Program: \$ 57,491

*Indirect Costs

1. Indirect Cost Rate (percent)	N/A
2. Name of Cognizant Agency:	N/A

Please Note: Total Funding - Must match amounts on Cover/Signature page

**Stanislaus County Workforce Development
Incumbent Worker Training Agreement
With Ball Corporation**

(SCWD Agreement # 17-07, January 8, 2018 - October 31, 2018)

In conformance with the Workforce Innovation and Opportunity Act (WIOA), Federal and State regulations, the goal of the Stanislaus County Workforce Development (SCWD) Incumbent Worker Training (IWT) program is to provide training:

- a. To employees of an employer or group of employers that have been employed for at least six months;
- b. That is needed for the employer to retain a skilled workforce or avert layoffs;
- c. That increases the competitiveness of the employees and the employer;
- d. For which Workforce Development reimburses the employer at a negotiated rate that is not more than ninety percent (90%) of the cost of the training. At the time of this agreement, payments to employers shall be no more than the amount shown on the following chart, depending on the size of the employer's business (per WIOA Section 134(d)(4)(D)):

Business Size	Employer's Minimum Share of Training Costs	County's Maximum Share of Training Costs
1 - 50 employees	10%	90%
51 – 100 employees	25%	75%
More than 100 employees	50%	50%

The Stanislaus County Workforce Development (hereafter, COUNTY) and Ball Corporation (hereafter, EMPLOYER) enter into this agreement on May 02, 2018 in the city of Modesto, County of Stanislaus. The term of this agreement is from January 8, 2018 through October 31, 2018.

County and Employer agree to the terms and conditions outlined below:

1. Incumbent Worker Training Program details

EMPLOYER and COUNTY have negotiated the following terms for the Incumbent Worker Training program. EMPLOYER shall schedule and pay for the training needed to retain a skilled workforce. The following particulars were established and agreed upon by both parties:

- a. Maximum number of participants to be trained is 20
- b. Names, hourly wage rates, and employment tenure of participants to be trained are to be provided to the COUNTY.
- c. Details and description of the customized training:
 - 1) Preventative Maintenance Module. Participants will receive modular-based training designed to prepare them to assist EMPLOYER in moving from a time-scheduled form of maintenance to a preventative form of maintenance. Modular training will prepare participants to identify maintenance needs based on this new method.
- d. Trainer: iLearn Reliability (Computerized Software)
- e. Maximum total cost of training for all participants: \$10,695.00
- f. Number of employees in the business: 120 Employees (more than 101 employees)
- g. Rate of training cost reimbursement by COUNTY: 50% (as negotiated)
- h. Maximum amount of reimbursement by COUNTY: \$5,347.50
- i. Conditions of Incumbent Worker Training Program Participation:
 - Modular training will be provided to up to twenty (20) current Ball Corporation employees, with an associated cost of \$5,700 for the first fifteen (15) employees partaking in the training and \$999 for each of the additional five (5) employees. The

total cost of the training is \$10,695. The names of those partaking in the training can be found in attachment 2.

2. Training Program Execution, Records and Monitoring

EMPLOYER shall ensure that qualified instructors, safety and training materials, space, oversight, etc., are provided for the proper and effective conduct of the customized training, and shall maintain documentation of the time, costs, participant attendance and participant success. EMPLOYER shall maintain such documentation, available for review by County, State and Federal monitors, for a period of five (5) years. The County has the right to observe and monitor the performance of this agreement and has the right to verify costs or charges invoiced according to the agreement. County may do this by examining the Employer's books, records or documents solely pertaining to this agreement during the Employer's normal business hours.

3. Incumbent Worker Training Requirements

Under WIOA and as approved by the Stanislaus County Workforce Development Board (SCWDB), Incumbent Worker Training of an eligible employed individual may be provided for an employer or group of employers only when one or a combination of the following criteria are met:

- a. The training helps avert layoffs of employees;
- b. The training allows for the employees to obtain the skills necessary to retain employment, such as increasing the skill levels of employees so they can be promoted within the company and create backfill opportunities for less-skilled employees;
- c. The training improves the labor market competitiveness of the employees or both the employees and the EMPLOYER;
- d. Certificates/credentials and/or skills are gained as a result of the training;
- e. The existence of other training and advancement opportunities are provided by the employer;
- f. The EMPLOYER is in an industry identified in the local plan as a priority industry cluster (healthcare, retail and food service; wholesale, warehousing, and logistics; education and professional, technical, and scientific services; manufacturing; and installation and maintenance);
- g. The EMPLOYER agrees to engage with SCDWD Business Services when recruiting for positions vacated by individuals who are moving into more advanced positions within the company.

4. Eligibility of Participants / Employees*

By signing this agreement, EMPLOYER certifies that each program participant trained is eligible in one of the following ways:

- a. The participant is employed by the company;
- b. The employer-employee relationship meets the Fair Labor Standards Act (FLSA) requirements;
- c. The participant has been employed by the company for at least six months.

*Employees participating in IWT programs do not need to meet WIOA eligibility requirements to participate in the program.

5. Conditions of Employment and Training

Conditions of employment and training will be in full accordance with all applicable federal, state, and local laws (including but not limited to health and safety laws), and be appropriate and reasonable with regard to the type of work undertaken and the proficiency of the Participant.

6. Early Termination of Incumbent Worker Training

Should the EMPLOYER terminate the Participant's employment at any time during the IWT, EMPLOYER shall refund COUNTY for the IWT amount previously paid by COUNTY, or shall negotiate with COUNTY to mitigate the amount of reimbursement to COUNTY. Such reimbursement shall be paid to COUNTY within forty-five (45) days of the date the participant last attended training.

7. Compensation / Incumbent Worker Training Invoice Form

Upon completion of the IWT, the EMPLOYER shall complete and submit an *Incumbent Worker Training Invoice Form* to COUNTY. The information on the form shall reflect the actual costs of the IWT program and shall be supported by detailed documentation of the training that is retained by the EMPLOYER per item 2 above. The amount to be reimbursed by COUNTY to EMPLOYER shall not exceed the amount specified at item 1.h. above.

8. Reimbursement by COUNTY to EMPLOYER

Upon receipt of the *Incumbent Worker Training Invoice Form* (IWTI Form) plus back-up documentation (certificate of course completion, proof of starting course, and/or progress in course), COUNTY's Fiscal Department shall generate the reimbursement payment. Failure to submit the IWTI Form and back-up within 60 days of the completion of the IWT may result in the forfeiture of the reimbursement. EMPLOYER understands that IWT training reimbursement payments will not be based upon overtime, shift differential, premium pay and other non-regular wages of participants or instructors, nor will the payments be based on such periods of time as illness, holidays, plant downtime, or other events in which no training occurs.

The following must be attached to the invoice;

- Documentation of EMPLOYER's payment to the training provider.
- Proof of training completion, showing trainee's name, provided by the trainer.

COUNTY will not reimburse EMPLOYER for training that is not completed (for any reason).

9. Early Termination of this Agreement

Either party may terminate this agreement upon a ten-day written notice or in the event that funding is not available to COUNTY to carry out the agreement or EMPLOYER determines that the training program will be cancelled for any reason. No alteration or variation of the terms of this agreement shall be valid and/or binding unless made in writing and signed by the parties hereto; no oral understandings or agreements are a part of this agreement.

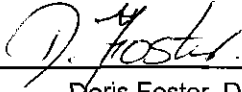

10. Agreement Completion

Submission of final invoice by EMPLOYER in accordance with the provisions of this contract will serve as the EMPLOYER's certification of completion of training and fulfillment of this IWT agreement.

11. Indemnity


To the fullest extent permitted by law, EMPLOYER 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 EMPLOYER or EMPLOYER'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.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY	EMPLOYER
By: <u></u>	By: <u></u>
Doris Foster, Director Stanislaus County Workforce Development 251 E. Hackett Road, C-2 Modesto, CA 95353-3389 Ph. 209-558-2100	Rachelle Riggs, Manager Ball Corporation 300 West Greger Street Oakdale, CA 95361 Ph. 209-848-6515

APPROVED AS TO LEGAL FORM:

JOHN P. DOERING
STANISLAUS COUNTY COUNSEL

By: 
AMANDA M. DEHART

INCUMBENT WORKER TRAINING INVOICE FORM

The training is associated with Stanislaus County Customized Training Agreement #

Company name and address: Ball Corporation

Occupation(s) of trainee(s): _____

Description of Customized Training - Subject area(s), skills, duties, or tasks trained. Preventative Maintenance Module. Participants will receive modular-based training designed to prepare them to assist EMPLOYER in moving from a time scheduled form of maintenance to a preventative form of maintenance. Modular training will prepare participants to identify maintenance needs based on this new form.		Date(s) of Training: January 08, 2018 through October 31, 2018 Instructor(s):	
Certification of Participant(s) who attended Customized Training:			
Session Date / Allowed Reimbursement Amount		Attendee Name	
TOTAL AMOUNT OF THIS INVOICE \$ _____ (This is the sum of the "Allowed Reimbursement Amounts", for each of the Customized Training sessions attended.) <input checked="" type="checkbox"/> Documentation attached; 1. Proof of training completion from trainer 2. Documentation showing the amount paid for the training.		Calculation of Allowed Reimbursement Amount by Stanislaus County Workforce Development Approved rate of reimbursement: 50% MAXIMUM AMOUNT TO BE REIMBURSED \$ _____ (Total Cost of Training times the rate of reimbursement)	
I certify that training was provided as described above, the recorded costs are actual, and that the training was in compliance with the associated Incumbent Worker Training Agreement. The above information is accurate and represents my determination of the legitimate, reimbursable costs of the customized training.			
Company Official's Signature /		Printed Name / Title / Date	

Forward this form to: Workforce Development / Fiscal, PO Box 3389, Modesto CA 95353-3389

Attachment 2 to DWD Agreement # 17-07

Trainee List - Ball Corporation

Employee Number	Last	First Name	Middle	Hire Date	Job Title
988340	De Lap	Walter		3/14/1988	Mechanic Production
988182	Elder	Kenneth	C	5/24/1989	Mechanic/Operator Lead Coater
1575734	Garcia	Rafael		10/1/2007	Maintenance General Mech
989596	Lynn	Dan	L	2/12/2001	Electrical Tech Leadman
988300	Meyers	Stuart	P	1/11/1988	Mechanic Lead Production D252
988335	Ryan	Jim	P	6/1/1993	Mechanic Lead Production D261
988187	Allen	Bob	G	7/8/1976	Mgr Plant Production Dept
988196	Bogdon	Ron	J	7/6/1992	Mgr Plant Production Dept
981484	Doyle	Rodney	P	4/2/1984	Supv Plant Prod/Prev Maint
989517	Ferreira	George	A	1/22/2001	Supv Plant Prod/Prev Maint
997785	Harris	Matt		10/11/2005	Mgr Plant
988375	Schut	Matt	K	1/18/1997	Supv Plant Prod/Prev Maint
993246	Shear	James	A	1/19/2004	Mgr Plant Engineering
988359	Stott	Christopher	A	7/5/1995	Supv Plant Prod/Prev Maint
988350	Van Dyke	Barry	L	6/21/1989	Supv Plant Prod/Prev Maint

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** 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 the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
3. **Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

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connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

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

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Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

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Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

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Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, 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 Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

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1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

X Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

_____ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Rachelle Riggs Date: 2/16/18

Signature: *Rachelle R.* Date: 2/16/18

Vendor Name: Ball Metal Food Container, LLC

For CEO-Risk Management Division use only

Exception: _____

Approved by CEO-Risk Management Division: *Kenya White* Date: 2/1/18

WIOA SUBGRANT AGREEMENT

STANISLAUS COUNTY

SUBGRANT NO: K8106693
MODIFICATION NO: 2
SUBRECIPIENT CODE: STN
UNIQUE ENTITY NO: 838611119
INDIRECT COST RATE: N/A

PASS-THROUGH ENTITY:
State of California
Employment Development Dept.
Central Office Workforce
Services Division
P.O.Box 826880, MIC 69
Sacramento, CA 94280-0001

SUBRECIPIENT: STANISLAUS COUNTY
251 EAST HACKETT ROAD, C-2
MODESTO, CA 95358
GOVERNMENTAL
ENTITY: Yes

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Pass-through Entity, and the **STANISLAUS COUNTY**, hereinafter the Subrecipient. The Subrecipient agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved Workforce Innovation and Opportunity Act (WIOA) Local Plan for the above named Pass-through Entity filed with the Pass-through Entity pursuant to the WIOA. 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
- Rapid Response Layoff Aversion
- Rapid Response by Formula
- Dislocated Worker Rd 2
- Adult Formula Rd 2

ALLOCATION(s)	PRIOR AMOUNT	\$3,058,258.00
The Pass-through Entity agrees to reimburse the Subrecipient not to exceed the amount listed hereinafter 'TOTAL'	INCREASE/DECREASE:	\$3,974,565.00
	TOTAL:	\$7,032,823.00

TERM OF AGREEMENT From:4/1/2017 To: 6/30/2019 Terms of Exhibits are as designated on each exhibit

PURPOSE: The purpose of this modification is to add Round 2 funds into Grant Codes 202 (Adult), 502 (Dislocated Worker), 541 (Rapid Response by Formula), and 293 (Layoff Aversion).

APPROVED FOR PASS-THROUGH ENTITY(EDD) (By Signature)

APPROVED FOR SUBRECIPIENT (By Signature) Unilateral modification. Subrecipient Signature not required

Name and Title
JAIME GUTIERREZ
CHIEF
CENTRAL OFFICE WORKFORCE SERVICES
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: 7100 Fund: 0869 Budgetary Attachment: No
Chapter: 000 Statute: 2017 FY: 17/18

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO:K8106693
MODIFICATION NO:2

STANISLAUS COUNTY

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
WIA/WIOA 25% - Dislocated Worker Rapid Response				
96218 292 Rapid Response Layoff Aversion 07/01/2017 to 06/30/2018 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$7,570.00	\$0.00	\$0.00	\$7,570.00
98428 293 Rapid Response Layoff Aversion 10/01/2017 to 06/30/2018 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$0.00	\$29,141.00	\$0.00	\$29,141.00
96218 540 Rapid Response by Formula 07/01/2017 to 06/30/2018 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$26,838.00	\$0.00	\$0.00	\$26,838.00
98428 541 Rapid Response by Formula 10/01/2017 to 06/30/2018 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$0.00	\$192,156.00	\$0.00	\$192,156.00
Total WIA/WIOA 25% - Dislocated Worker Rapid Response	\$34,408.00	\$221,297.00	\$0.00	\$255,705.00
WIA/WIOA Formula				
96158 201 Adult Formula RD 1 07/01/2017 to 06/30/2019 Prog/Element 61/90 Ref 101 Fed Catlg 17.258	\$294,318.00	\$0.00	\$0.00	\$294,318.00
98288 202 Adult Formula Rd 2 10/01/2017 to 06/30/2019 Prog/Element 61/90 Ref 001 Fed Catlg 17.258	\$0.00	\$2,003,136.00	\$0.00	\$2,003,136.00
96108 301 Youth Formula Rd 1 04/01/2017 to 06/30/2019 Prog/Element 61/90 Ref 101 Fed Catlg 17.259	\$2,398,795.00	\$0.00	\$0.00	\$2,398,795.00
96208 501 Dislocated Worker Rd 1 07/01/2017 to 06/30/2019 Prog/Element 61/90 Ref 101 Fed Catlg 17.278	\$330,737.00	\$0.00	\$0.00	\$330,737.00
98218 502 Dislocated Worker Rd 2 10/01/2017 to 06/30/2019 Prog/Element 61/90 Ref 101 Fed Catlg 17.278	\$0.00	\$1,750,132.00	\$0.00	\$1,750,132.00
Total WIA/WIOA Formula	\$3,023,850.00	\$3,753,268.00	\$0.00	\$6,777,118.00
Grand Total:	\$3,058,258.00	\$3,974,565.00	\$0.00	\$7,032,823.00

NARRATIVE

SUBGRANT NO:K8106693
MODIFICATION NO: 2

SUBRECIPIENT:STANISLAUS COUNTY
FAIN NO: *****
FEDERAL AWARD DATE:
FUNDING SOURCE: Adult Formula Rd 2 - 202

TERM OF THESE FUNDS: 10/01/2017 - 06/30/2019

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

Workforce Innovation and Opportunity Act (WIOA) Adult Formula funds are being incorporated into the Program Year (PY) 2017-18 Subgrant Agreement to support the WIOA Adult Program. The funds in grant code 202 consist of 2nd round funding and are available for expenditure from October 1, 2017 through June 30, 2019. FAIN Number AA-30733-17-55-A-6.

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.

WIOA (2015)

NARRATIVE

SUBGRANT NO:K8106693
MODIFICATION NO: 2

SUBRECIPIENT:STANISLAUS COUNTY

FAIN NO: *****

FEDERAL AWARD DATE:

FUNDING SOURCE: Dislocated Worker Rd 2 - 502

TERM OF THESE FUNDS: 10/01/2017 - 06/30/2019

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

Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Formula funds are being incorporated into the Program Year (PY) 2017-18 Subgrant Agreement to support the WIOA Dislocated Worker Program. The funds in grant code 502 consist of 2nd round funding and are available for expenditures from October 1, 2017 through June 30, 2019. FAIN No. AA-30733-17-55-A-6.

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.

WIOA (2015)

NARRATIVE

SUBGRANT NO:K8106693
MODIFICATION NO: 2

SUBRECIPIENT:STANISLAUS COUNTY
FAIN NO: *****
FEDERAL AWARD DATE:
FUNDING SOURCE: Rapid Response by Formula - 541

TERM OF THESE FUNDS: 10/01/2017 - 06/30/2018

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 Workforce Innovation and Opportunity Act (WIOA) 25 percent Rapid Response (RR) funds are being incorporated into your Program Year (PY) 2017-18 Subgrant Agreement to support the WIOA Dislocated Worker Program. The funds in grant code 541 consist of 2nd round funding and are available for expenditures from October 1, 2017 to June 30, 2018. These 'formula advanced' Rapid Response funds (see WSIN15-51) must be used for the cost of required and allowable Rapid Response activities in response to layoffs, business closures, and natural disasters. FAIN Number AA-30733-17-55-A-6.

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.

WIOA (2015)

NARRATIVE

SUBGRANT NO:K8106693
MODIFICATION NO: 2

SUBRECIPIENT:STANISLAUS COUNTY
FAIN NO: *****
FEDERAL AWARD DATE:
FUNDING SOURCE: Rapid Response Layoff Aversion - 293

TERM OF THESE FUNDS: 10/01/2017 - 06/30/2018

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

Layoff Aversion funds are being incorporated into the Program Year (PY) 2017-18 Subgrant Agreement to support the Layoff Aversion Program. These funds will support local areas through a high performing Rapid Response strategy, which will emphasize coordinated efforts to avert layoffs in the effort to save jobs. The term of these funds are from October 1, 2017 to June 30, 2018. FAIN Number AA-30733-17-5-A-6.

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.

WIOA (2015)

WIOA SUBGRANT AGREEMENT

STANISLAUS COUNTY

SUBGRANT NO: K8106693
MODIFICATION NO: 6
SUBRECIPIENT CODE: STN
UNIQUE ENTITY NO: 838611119
INDIRECT COST RATE: N/A

PASS-THROUGH ENTITY:

State of California
Employment Development Dept.
Central Office Workforce
Services Division
P.O.Box 826880, MIC 69
Sacramento, CA 94280-0001

SUBRECIPIENT: STANISLAUS COUNTY
251 EAST HACKETT ROAD, C-
2
MODESTO, CA 95358

GOVERNMENTAL
ENTITY: Yes

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Pass-through Entity, and the **STANISLAUS COUNTY**, hereinafter the Subrecipient. The Subrecipient agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved Workforce Innovation and Opportunity Act (WIOA) Local Plan for the above named Pass-through Entity filed with the Pass-through Entity pursuant to the WIOA. 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
- Dislocated Worker Rd 2
- Transfer Dislocated Worker To Adult Rd 2
- 500 Participant Plan - Adult
- 500 Budget Summary Plan

Exhibit A, 1 pages
Exhibit B, 1 pages

ALLOCATION(s)

The Pass-through Entity agrees to reimburse the Subrecipient not to exceed the amount listed hereinafter 'TOTAL'

PRIOR AMOUNT	\$7,096,015.00
INCREASE/DECREASE:	\$0.00
TOTAL:	\$7,096,015.00

TERM OF AGREEMENT

From: 4/1/2017 To: 6/30/2019

Terms of Exhibits are as designated on each exhibit

PURPOSE: The purpose of this modification is transfer second round Dislocated Worker formula funds, grant code 502, second round Adult funds, grant code 500 for Program Year (PY) 2017-18.

APPROVED FOR PASS-THROUGH ENTITY(EDD)
(By Signature)

APPROVED FOR SUBRECIPIENT (By Signature)
Unilateral modification. Subrecipient Signature not required

Name and Title
JAIME GUTIERREZ
CHIEF
CENTRAL OFFICE WORKFORCE SERVICES
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

Budget Item: 7100 Fund: 0869 Budgetary Attachment: Yes
Chapter: 014 Statute: 2017 FY: 17/18

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO:K8106693
MODIFICATION NO:6

STANISLAUS COUNTY

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
WIA/WIOA 25% - Dislocated Worker Rapid Response				
96218 292 Rapid Response Layoff Aversion 07/01/2017 to 06/30/2019 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$7,608.00	\$0.00	\$0.00	\$7,608.00
98428 293 Rapid Response Layoff Aversion 10/01/2017 to 06/30/2019 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$30,466.00	\$0.00	\$0.00	\$30,466.00
96218 540 Rapid Response by Formula 07/01/2017 to 06/30/2019 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$26,973.00	\$0.00	\$0.00	\$26,973.00
98428 541 Rapid Response by Formula 10/01/2017 to 06/30/2019 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$193,502.00	\$0.00	\$0.00	\$193,502.00
Total WIA/WIOA 25% - Dislocated Worker Rapid Response	\$258,549.00	\$0.00	\$0.00	\$258,549.00
WIA/WIOA Formula				
96158 201 Adult Formula RD 1 07/01/2017 to 06/30/2019 Prog/Element 61/90 Ref 101 Fed Catlg 17.258	\$295,797.00	\$0.00	\$0.00	\$295,797.00
98288 202 Adult Formula Rd 2 10/01/2017 to 06/30/2019 Prog/Element 61/90 Ref 001 Fed Catlg 17.258	\$2,027,116.00	\$0.00	\$0.00	\$2,027,116.00
96108 301 Youth Formula Rd 1 04/01/2017 to 06/30/2019 Prog/Element 61/90 Ref 101 Fed Catlg 17.259	\$2,411,068.00	\$0.00	\$0.00	\$2,411,068.00
98218 500 Transfer Dislocated Worker To Adult Rd 2 10/01/2017 to 06/30/2019 Prog/Element 61/90 Ref 101 Fed Catlg 17.278	\$800,000.00	\$200,000.00	\$0.00	\$1,000,000.00
96208 501 Dislocated Worker Rd 1 07/01/2017 to 06/30/2019 Prog/Element 61/90 Ref 101 Fed Catlg 17.278	\$332,399.00	\$0.00	\$0.00	\$332,399.00
98218 502 Dislocated Worker Rd 2 10/01/2017 to 06/30/2019 Prog/Element 61/90 Ref 101 Fed Catlg 17.278	\$971,086.00	\$0.00	(\$200,000.00)	\$771,086.00
Total WIA/WIOA Formula	\$6,837,466.00	\$200,000.00	(\$200,000.00)	\$6,837,466.00
Grand Total:	\$7,096,015.00	\$200,000.00	(\$200,000.00)	\$7,096,015.00

NARRATIVE

SUBGRANT NO:K8106693
MODIFICATION NO: 6

SUBRECIPIENT:STANISLAUS COUNTY
FAIN NO: AA-30733-17-55-A-6
FEDERAL AWARD DATE: 10/24/2017
FUNDING SOURCE: Dislocated Worker Rd 2 - 502

TERM OF THESE FUNDS: 10/01/2017 - 06/30/2019

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 transfer second round Dislocated Worker formula funds, grant code 502, into second round Adult funds, grant code 500 for Program Year (PY) 2017-18.

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.

WIOA (2015)

NARRATIVE

SUBGRANT NO:K8106693
MODIFICATION NO: 6

SUBRECIPIENT:STANISLAUS COUNTY
FAIN NO: AA-30733-17-55-A-6
FEDERAL AWARD DATE: 10/24/2017
FUNDING SOURCE: Transfer Dislocated Worker To Adult Rd 2 - 500

TERM OF THESE FUNDS: 10/01/2017 - 06/30/2019

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 transfer second round Dislocated Worker formula funds, grant code 502, into second round Adult funds, grant code 500 for Program Year (PY) 2017-18.

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.

WIOA (2015)

Transfer of Funds Request Participant Plan

Exhibit A

Local Area: Stanislaus County

Prepared Date 12/20/2018

Enter the number of individuals in each category.

TOTALS FOR PY 2018	ADULT	DW
1. Registered Participants Carried in from PY 2017	190	37
2. New Registered Participants for PY 2018	200	46
3. Total Registered Participants for PY 2018 (Line 1 plus 2)	390	83
4. Exiters for PY 2018	54	9
5. Registered Participants Carried Out to PY 2019 (Line 3 minus 4)	336	74

PROGRAM SERVICES		
6. Career Services	390	83
a. Basic Career Services (WIOA Core Services)	390	83
b. Individualized Career Services (WIOA Intensive Services)	375	79
7. Training Services	101	25

EXIT STATUS		
8. Entered Employment	38	7
9. Training-Related	9	1
10. Entered Military Service	1	0
11. Entered Apprenticeship Program	0	0
12. Exited for Exclusionary Reasons	4	0

Martha Sanchez, Manager

209-558-6134

Contact Person, Title

Telephone Number

Comments:

Transfer of Funds Request Budget Plan

Exhibit B

Local Area <u>Stanislaus County</u>	Date Prepared <u>12/26/2018</u>
--	--

Subgrant Number <u>K8106693</u>	Grant	Adult to DW	DW to Adult
Year of Appropriation <u>2017</u>	Code	<input type="checkbox"/> 201 → 299	<input type="checkbox"/> 501 → 499
		<input type="checkbox"/> 202 → 200	<input checked="" type="checkbox"/> 502 → 500

FUNDING IDENTIFICATION	ADULT	DW
1. Formula Allocation	\$ 2,322,913	\$ 2,103,485
2. Prior Adjustments - Plus or Minus	\$ 800,000	\$ (800,000)
3. Previous Amounts Transferred	\$ -	\$ -
4. Current Amount to be Transferred	\$ 200,000	\$ (200,000)
5. TOTAL FUNDS AVAILABLE (Lines 1 through 4)	\$ 3,322,913	\$ 1,103,485

TOTAL ALLOCATION/COST CATEGORY PLAN	ADULT	DW
6. Program Services (Lines 6a through 6c)	\$ 2,990,622	\$ 993,136
a. Career Services (WIA Core Services / Intensive Services)	\$ 1,943,904	\$ 526,362
b. Training Services	\$ 448,593	\$ 158,902
c. Other	\$ 598,125	\$ 307,872
7. Administration	\$ 332,291	\$ 110,349
8. TOTAL (Lines 6 plus 7)	\$ 3,322,913	\$ 1,103,485

QUARTERLY/TOTAL EXPENDITURE PLAN (cumulative)	ADULT	DW
9. September 2017	\$ 546,950	\$ 226,013
10. December 2017	\$ 671,878	\$ 169,202
11. March 2018	\$ 929,130	\$ 202,054
12. June 2018	\$ 1,065,003	\$ 180,698
13. September 2018	\$ 109,952	\$ 162,759
14. December 2018	\$ -	\$ 162,759
15. March 20__		
16. June 20__		
17. September 20__		
18. December 20__		
19. March 20__		
20. June 20__		

COST COMPLIANCE PLAN (maximum 10%)	ADULT	DW
21. % for Administration Expenditures (Line 7/Line 5)	10.00%	10.00%

<u>Vinal Chand, Manager III</u>	<u>209-558-2120</u>
Contact Person, Title	Telephone Number

Comments