AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this 15th day of September, 2009 by and between the **County of Imperial** (a political subdivision of the State of California), hereinafter referred to as "**COUNTY**", and **Imperial Valley College** hereinafter referred to as "**AGENCY**" (and "CONTRACTOR" in **Exhibit "C"**).

WITNESSETH

WHEREAS, COUNTY under the authority of the Federal Workforce Investment Act (20USC 9201 et. seq. Public Law 105-220, 112, Statute 936), hereinafter referred to as "WIA" or "the Act", has made application for and has been designated by the State as a Workforce Investment Area for employment and training programs in Imperial County under said Act; and

WHEREAS, COUNTY has made application for and received State financial assistance for WIA programs, wherein as said applicant COUNTY was required to and did make certain assurances and certifications required by the Act and Federal regulations; and

WHEREAS, said application for State financial assistance for employment and training programs to be administered pursuant to WIA required additional specific assurances as part of said application, which assurances have been given by COUNTY; and

WHEREAS, COUNTY has developed a Workforce Investment Area Plan, which has been approved by the Imperial County Board of Supervisors, the Imperial County Workforce Development Board, and the State of California Employment Development Department, and said Plan sets forth purposes which provide for rendering the types of services indicated herein below; and

WHEREAS, AGENCY has made application for WIA funding from the COUNTY to provide employment and training services; and

WHEREAS, AGENCY represents that it possesses the qualifications necessary to perform the desired services; and

WHEREAS, COUNTY desires to contract with AGENCY to render certain employment and training services for **Machine and Electronic Repair Technician**; and

WHEREAS, COUNTY is authorized to enter into this Agreement under the provisions of California Government Code Section 31000; and

WHEREAS, COUNTY is desirous of engaging AGENCY for the performance of said services as are provided for herein and AGENCY is willing to accept such engagement;

NOW, THEREFORE, COUNTY hereby engages and AGENCY hereby accepts upon the terms and conditions set forth herein.

1. PARTIES TO AGREEMENT

1.1. This Agreement is by and between COUNTY and AGENCY. COUNTY and AGENCY are sometimes hereinafter collectively referred to as "PARTIES".

2. WORK TO BE PERFORMED BY AGENCY

2.1. The purpose of this Agreement is to provide low income, unemployed and underemployed persons with employment and training services to enable such persons to move into unsubsidized employment.

2.2. AGENCY shall perform and be responsible for providing the services described in **Exhibit "A"** which is attached hereto incorporated herein by reference as though fully set forth herein.

2.3. Said work shall be completed in a lawful, professional, expeditious and timely manner.

3. REPRESENTATIONS BY AGENCY

3.1. AGENCY understands and agrees that COUNTY is relying upon AGENCY's representations that it will provide services provided herein to the standard of care ordinarily exercised in AGENCY's profession.

3.2. AGENCY represents and warrants that it is a lawful entity possessing all required licenses and authorities to do business in the State of California and perform all aspects of this Agreement.

3.3. AGENCY represents and warrants that the people executing this Agreement on behalf of AGENCY have the authority of AGENCY to sign this Agreement and bind AGENCY to the performance of all duties and obligations assumed by

AGENCY herein.

3.4. AGENCY represents and warrants that any employee, contractor and agent who will be performing any of the duties and obligations of AGENCY herein possess all required licenses and authorities, as well as the experience and training, to perform such tasks.

3.5. AGENCY represents and warrants that the subject services shall be performed exclusively by AGENCY. Any agreements to the contrary, pursuant to Paragraphs 18 and 24, must be consented to in writing by COUNTY.

3.6. AGENCY represents that the services provided herein shall be performed in a professional and lawful manner. In addition thereto, AGENCY shall abide by all laws and regulations of said Act and all restrictions and prohibitions thereof and regulations and requirements related thereto of the U.S. Department of Labor, as if AGENCY was the original recipient of WIA funds of said Act. AGENCY shall comply with all requirements as set forth in Parts 626-637 of Title 20, Code of Federal Regulations, as from time to time amended, including such requirements, assurances and certifications as outlined in the **Exhibit "C"** attached to this Agreement, which **Exhibit "C**" is incorporated by reference herein as part of this Agreement, as if fully set forth herein.

3.7. AGENCY represents and warrants that the allegations contained in the Exhibits attached hereto are true and correct.

3.8. AGENCY understands that COUNTY considers the representations made herein to be material and would not enter into this Agreement with AGENCY if such representations were not made.

3.9. AGENCY represents and warrants that all work performed under this Agreement shall be treated as confidential.

3.10. AGENCY represents and warrants that all reports, analysis or other documents developed under this Agreement shall become the exclusive property of COUNTY and shall not be distributed by AGENCY without COUNTY's written consent.

3.11. AGENCY represents and warrants that any errors in its services provided hereunder shall be corrected at no additional charge to COUNTY.

3.12. **RETENTION AND ACCESS OF BOOKS AND RECORDS**

AGENCY represents and warrants that it shall maintain books, records, documents, reports and other materials developed under this Agreement as follows:

(a) AGENCY shall maintain all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records relating to AGENCY's charges for services or expenditures and disbursements charged to Imperial County for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to AGENCY pursuant to this Agreement.

(b) AGENCY shall maintain all reports, documents and records which demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

(c) Any records or documents required to be maintained by AGENCY pursuant to this Agreement shall be made available to COUNTY for inspection or audit, at any time during AGENCY's regular business hours provided COUNTY provides AGENCY with twenty-four (24) hours advanced written or oral notice. Copies of such documents shall, at no cost to COUNTY, be provided to Imperial County for inspection at AGENCY's address indicated for receipt of notices under this Agreement. Notwithstanding, AGENCY shall maintain and provide ready access to a copy of this executed Master Agreement and any subsequent modification thereto. This information shall be maintained in a separate file and shall be made immediately available upon request to authorized representative of the County, State, or Federal Governments.

(d) AGENCY shall comply with 29 CFR 97.34 pertaining to copyrights and the use of copyright materials or the development of copyright materials.

3.13. AGENCY represents and warrants that it has not been engaged by, nor will it be engaged by and owes no duty of performance to any other person or entity which would constitute a conflict. For breach or violation of this warranty, COUNTY shall amongst other remedies at law, have the right to terminate this Agreement without liability, or at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage brokerage fee, gift or contingent fee paid or received from another entity or person.

3.14. AGENCY warrants and represents that it will provide for the proper accounting, reporting and monitoring of AGENCY's services provided pursuant to this agreement.

3.15. AGENCY warrants and represents that it will comply with all requirements of COUNTY, as determined by COUNTY's Imperial County Workforce Development Office (ICWDO) Director, hereinafter referred to as "ICWDO Director," necessary to allow COUNTY to develop and maintain programs and to allow COUNTY to perform its responsibilities for overall accounting, auditing, reporting, program and financial monitoring of all WIA activities of COUNTY.

3.16. AGENCY warrants and represents that it will submit periodic written reports to COUNTY as requested by the COUNTY's ICWDO Director. The content of such reports will be determined by the COUNTY's ICWDO Director and set forth in the COUNTY's Operation and Forms Preparation Manual.

3.17. <u>FISCAL</u>

a) AGENCY shall:

1) Prepare and submit completed timesheets, (originals and copies), with all applicable signatures, (customer, supervisor, and coordinator), to ICWDO based on payroll schedule, if applicable.

2) Pick up from ICWDO fiscal unit and deliver the resultant wage payments to youth after verifying the accuracy of the payment, if

applicable.

3) Return undeliverable checks to ICWDO with two (2) weeks.

4) Maintain up-to-date record of wage and/or stipend payment received by each youth, ensuring that the signature of the customer acknowledges receipt of each payment.

5) Maintain a double entry self-balancing accounting system separating WIA funds from non-WIA with a General Journal, and a Cash Receipts Journal, a General Ledger, Cash Disbursements Journal, and a payroll ledger. The General Ledger and Journals shall be posted as required, at least monthly.

6) Implement accrual procedures to assure that cost is charged and reported to the appropriate period and program/title.

7) Have an audit completed in compliance with OMB Circular A-133. The audit shall be at AGENCY's expense. The audit report must be completed and forwarded to ICWDO within nine (9) months after the end of the audit year; however upon receipt of the report, it should be forwarded to ICWDO within ten (10) days.

8) Abide with ICWDO's rules, regulations, bulletins, and procurements policy in the following aspects: administrative, contractual, or legal remedies in instances of contractual violation. Termination for cause or for convenience by the grantee or contractor [29 CFR 95.48(b)]. Condition for payments, delivery terms and process for agreement changes.

b) AGENCY shall comply with:

1) All requests for budget modification to ICWDO for review and approval.

2) Maintaining a time and cost allocation plan detailing the allocation of all shared staff and equipment, if applicable.

3) Submitting claims to the ICWDO fiscal section in an accurate and timely manner. Claims not meeting ICWDO requirements and or deadlines will result in delay in payment to the AGENCY.

4) Determining allowability of cost as necessary and reasonable for WIA purposes. Uncertainty of the allowability of a cost should be discussed with ICWDO fiscal staff prior to the acquisition. Specific non-allowable charges (Titles 20 CFR, Part 667, 200(c)) are listed in the WIA Directive (WIAD03-9) Procurement Policy distributed with ICWDO Bulleting No. 01-02 and/or revisions to the same. Acceptable methods of procurement are listed in the WIA Directive (WIAD03-9) Procurement Policy distributed with ICWDO Bulletin No. 06-6.

5) Procurement of services and supplies for WIA purposes must be procured from vendors with the appropriate local, state, and federal licenses.

6) Terms and conditions of the contract. Failure to comply will result in withholding of payment for AGENCY's reimbursement claims and/or cancellation of contract until requirement is met.

7) Determining the required costs for follow-up services based on the numbers of youth exiting program services. The costs will be included in closeout package.

8) Submitting complete closeout reports on all activities by August 15, 2010, or as directed by ICWDO.

9) Maintain a copy of all fiscal documents with supportive documentation in the AGENCY's local administration office ready and available for a fiscal review.

4. TERM OF AGREEMENT

4.1. This Agreement shall become effective as of September 15, 2009 and the services

provided hereunder shall be completed by and terminate on June 30, 2010, unless agreed upon otherwise in writing and/or this Agreement is terminated pursuant to the terms contained herein. However, if the funds appropriated to the COUNTY are exhausted before the aforestated date, or if funds appropriated by the COUNTY to AGENCY are exhausted before the aforestated date, this Agreement shall automatically terminate on the date of the exhaustion of said funds upon written notice thereof to AGENCY by the COUNTY, provided further that this Agreement shall be subject to all the budgetary and fiscal limitations of the County and Public Law 105-220 and provided further that this Agreement may be canceled, amended or extended at any time upon mutual agreement of AGENCY and the COUNTY.

4.2. This agreement may be modified by COUNTY upon written notice to the AGENCY under the following circumstances.

(a) There is an increase or decrease in state and federal funding levels.

(b) A modification is required in order to implement an adjustment or modification to the contract.

(c) A change in state and federal law, regulation and funding requiring a change in the provision of this contract.

(d) The service provider is not meeting performance on the referred and/or enrolled participants.

4.3. COUNTY and AGENCY agree that time is of the essence as it relates to the terms and conditions of this Agreement.

5. <u>COMPENSATION</u>

5.1. COUNTY shall pay AGENCY compensation for the services required to be performed under this Agreement at the rates and levels set forth in the budgets referred to in **Exhibit "B"** and which are attached hereto and incorporated herein as set forth in full. Total compensation payable under the terms of this **AGREEMENT** shall not exceed one hundred seventy-four thousand seven hundred eighty-three dollars and no cents ($174,783.00). It is understood that all payments pursuant to this

Agreement shall only be from approved employment and training services funds received pursuant to Public Law 105-220 the "Workforce Investment Act". All payments to AGENCY under this Agreement are contingent upon the COUNTY receiving WIA monies as designated in its approved WIA Plan. In addition, the parties understand and agree that the COUNTY shall not honor or process for payment to AGENCY any reimbursement claims for services provided pursuant to this Agreement unless and until AGENCY has submitted to the COUNTY all such claims for prior year Agreements and expenditures.

5.2. Except as provided under Paragraphs 5.1, COUNTY shall not be responsible to pay AGENCY any compensation, out of pocket expenses, fees or other remuneration.

5.3. Said compensation and out of pocket expenses shall be paid to AGENCY by COUNTY in accordance with Paragraph 5.4, 5.5 and 5.6. However, said payment shall not be due and payable until such time as AGENCY has provided COUNTY with a monthly service statement as described under Paragraph 5.4 herein.

5.4. AGENCY shall issue monthly service statements (one (1) original plus two (2) copies) to COUNTY, which shall specifically itemize all out of pocket expenses and work performed for each said period. Said statements must meet with the approval of COUNTY and be **received** by COUNTY no later than the 10th day of every month following that for which the subject work was performed. Monthly claims/billings shall be properly prepared and accurately charge expenses/fees earned as provided for herein. AGENCY shall not consider such claims/billings based merely on budget amounts owed, and not include in any monthly reimbursement claim/billing submitted any charge which is not an actual expenditure or earned charge. AGENCY must possess documentation showing proof of payment or invoices or purchasing orders supporting encumbrances for all expenditures reported on cost reimbursement contracts or documentation showing proof of performance for amounts billing on fixed unit price contracts in accordance with **Exhibit "A"** of this document. AGENCY further assures that it will not claim

monthly administrative expenditures in excess of the allowable percentage of non-administrative costs. Refer to **Exhibit "B"** (Budget) for all allowable administrative limits.

Monthly reimbursements will be made to AGENCY by the COUNTY according to information provided on monthly reimbursement claim/billing forms. Final request for reimbursement/payment shall be submitted no later than June 30, 2010 or 30 days after the contract period ends, if contract ends prior to June 30, 2010. Claim submitted after this time will not be paid. AGENCY's accounting records shall include, as a minimum, a special revenue or trust fund specifying cash on-hand, revenue earned and expenditures incurred under this contract. Such records shall account for all expenditure items included in monthly reimbursement claims, and each such expenditure item shall be supported by documentation showing actual expenditures.

5.5. Invoices clearly indicating the period, for which the bill is made, shall be submitted to:

Imperial County Workforce Development Office
Attn: ICWDO Director
2695 S. 4th Street, Building D
El Centro, CA 92243

5.6. Service statements shall be paid in accordance with **Exhibit "A"** and upon COUNTY's receipt, review and approval of the same.

5.7. AGENCY acknowledges COUNTY is under no obligation to compensate AGENCY for services rendered or expenses accrued under this Agreement not authorized by COUNTY.

5.8. If COUNTY requires work in addition to that defined in the Scope of Work, AGENCY shall provide a cost estimate and written description of the additional work needed to perform such services. Compensation and the time for completion of such additional services must be negotiated and approved in writing by the COUNTY prior to the commencement of any such services.

5.9. In case of any type of termination, as provided for herein below in this Agreement,

the COUNTY's ICWDO Director shall determine the amount of funds owed, if any by the AGENCY. Such determinations by the COUNTY's ICWDO Director shall be final and binding upon AGENCY. AGENCY shall pay any amounts determined by the COUNTY's ICWDO Director to be owing to the County immediately following the COUNTY ICWDO Director's written notice of determination of monies owed.

Notwithstanding any of the provisions contained hereinabove, the parties to this Agreement retain any and all administrative, contractual and legal remedies that may be available in instances wherein either party violates any of terms of this Agreement, and either party may seek against the other party any and all remedies, including sanctions and penalties, as provided by law.

5.10 <u>Funding Authorization</u>

5.10.1 This Agreement is valid and enforceable subject to sufficient funds being made available to the COUNTY for the period of time covered by this agreement as stated in the term section and subject to authorization and appropriation of sufficient funds pursuant to the State's Budget Act.

5.10.2 In the event the United States Government and/or the State government do not authorize and appropriate sufficient funds for the State to allocate amounts to the COUNTY to enable it to comply with the payment provisions of the Agreement, it is mutually agreed that:

5.10.3 The Agreement shall be amended to reflect any reduction in the payment provisions and the performance provisions.

5.10.4 To the extent there is insufficient money for the agreement to be considered valid and enforceable pursuant to subdivision 5.10.1, the agreement will end immediately.

6. <u>ACCOUNTING REQUIREMENTS - SPECIAL PROVISIONS</u>

AGENCY agrees at all times during the term of this Agreement to provide for and maintain proper accounting records in compliance with the reimbursements of the provisions of Paragraph 5 of this Agreement. Further, AGENCY agrees, in the event of failure of AGENCY to account for its

WIA funds, that the COUNTY will give AGENCY a notice of non-compliance with ten (10) days in which to initiate corrective action, that the COUNTY may immediately and unilaterally terminate this Agreement if said action is not taken at any time thereafter, upon written notice of such termination by the COUNTY.

AGENCY further agrees that the COUNTY ICWDO Director or the COUNTY's Auditor-Controller shall have the authority, at any time said officers have knowledge that said accounting requirements are not being fully complied with by AGENCY, to monitor such compliance efforts of AGENCY, and/or, in their discretion, to immediately terminate this Agreement upon written notice to AGENCY.

7. <u>AUDIT EXCEPTIONS - SPECIAL PROVISIONS</u>

AGENCY understands and agrees to procure and ensure that an audit of expenditures/revenues earned by AGENCY, pursuant to this Agreement, is completed in compliance with OMB Circular A-128 or A-133.

AGENCY understands and agrees that audits of expenditures/revenues earned by AGENCY pursuant to this Agreement may be conducted by the County, State or Federal governments, and that said audits may be conducted at any time during the three (3) fiscal years subsequent to this fiscal year in which this Agreement terminates.

AGENCY agrees to return to the COUNTY, upon written demand by the COUNTY, any funds provided by the COUNTY pursuant to this Agreement subsequently identified as disallowed costs in any such audit. AGENCY may appeal any such demands by the COUNTY to the COUNTY's Board of Supervisors, the U.S. Department of Labor and the U.S. Secretary of Labor. The Secretary of Labor's final determination as to the necessity of payment shall be conclusive between the COUNTY and AGENCY, unless set aside by a Court of competent jurisdiction.

8. <u>DISPUTES REGARDING RESPONSIBILITIES UNDER AGREEMENT</u>

Any disputes which may arise regarding the respective responsibilities of the PARTIES to this Agreement shall be resolved using the approved grievance procedure for subgrantees. AGENCY may put a matter in dispute by submitting a written notice to the COUNTY's ICWDO Director, which notice shall indicate the specific matter involved.

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9. PARTICIPANT PERSONNEL RECORDS

AGENCY shall maintain a separate personnel file for each WIA participant. Such files shall contain timecards signed by both the participant and the supervisor, and all necessary enrollment documentation as required by the COUNTY ICWDO Director.

10. OUT-OF-COUNTY TRAVEL

AGENCY shall obtain prior written approval from the COUNTY ICWDO Director for all Out-of-County or Out-of-State trips to be taken by WIA participants or administrative staff paid with WIA funds. All requests for out-of-county and out-of-state trips shall be submitted to the COUNTY ICWDO Director in writing. For out-of-county trips, requests from agencies shall be submitted at least on (1) week prior to the date of the trip. Out-of-state trip requests shall be submitted at least three (3) weeks prior to the date of the trip. This clause is applicable only to cost reimbursement contracts.

11. SCHOOL DISTRICTS

If AGENCY in this Agreement is a school district, AGENCY further assures COUNTY that it will provide all services pursuant to this Agreement in strict compliance with the provisions of California Education Code Sections 45105, 45117, and 45308. If AGENCY in this Agreement is a community college school district, AGENCY shall provide all services pursuant to this Agreement in strict compliance with the provisions of California Education Code Sections 88005, 88017, and 88127.

12. COUNTY RESPONSIBILITIES

COUNTY will:

(a) Develop, obtain approvals for, modify, and maintain a WIA Plan for Imperial County, which Plan shall encompass all employment and training services maintained under WIA within Imperial County.

(b) Request, receive and administer all WIA funds within Imperial County.

(c) Fund, oversee and monitor Imperial County WIA funded programs.

(d) Allocate funds, by contract or otherwise for implementation, maintenance,

monitoring and evaluation of employment and training services with Imperial County.

(e) Make payments to AGENCY of the monies necessary for services to be rendered by AGENCY pursuant to the terms of this Agreement.

(f) Provide to AGENCY, through the Office of the COUNTY ICWDO Director, information and assistance as deemed appropriate by the COUNTY's ICWDO Director to allow AGENCY to provide services in a manner conducive to fulfilling the goals of these employment and training programs.

(g) Carry out all other administrative functions consistent with Imperial County's grant application developed for funding of WIA programs in Imperial County and all related assurances and certifications made by the COUNTY as Workforce Investment Area of employment and training services in Imperial County, and consistent with the basic responsibilities of the COUNTY as Workforce Investment Area as set forth in Parts 626-637, Title 20, Code of Federal Regulations.

13. <u>INDEMNIFICATION</u>

13.1. AGENCY agrees to the fullest extent permitted by law to indemnify, hold harmless, defend, and protect COUNTY and its representatives, officers, directors, designees, employees, agents, successors and assigns from any and all claims, expenses, liabilities, causes of action, demands, losses, penalties, attorneys fees and costs, in law or equity, of every kind and nature whatsoever to persons or property arising out of or in connection with AGENCY'S negligent acts and omissions or willful misconduct under this Agreement ("Claims"), whether or not arising from the passive negligence of COUNTY, but does not include Claims that are finally determined to be the result of the sole negligence or willful misconduct of COUNTY.

13.2. AGENCY, agrees at AGENCY's own cost, expense and risk, to defend, indemnify and hold COUNTY harmless, with counsel acceptable to COUNTY, from any and all claims, demands, suits, actions or other legal proceeding including but not limited to:

13.2.1. Personal injury, including but not limited to bodily injury, emotional injury,

sickness or disease or death to persons including but not limited to COUNTY's representatives, officers, directors, designees, employees, agents, successors and assigns, subcontractors and other third parties and/or damage to property of anyone (including loss of use thereof) arising out of AGENCY's negligent performance of, or willful misconduct surrounding, any of the terms contained in this Agreement, or anyone directly or indirectly employed by AGENCY or anyone for whose acts AGENCY may be liable;

13.2.2. Liability arising from injuries to AGENCY and/or any of AGENCY's employees or agents arising out of AGENCY's negligent performance of, or willful misconduct surrounding, any of the terms contained in this Agreement, or anyone directly or indirectly employed by AGENCY or anyone for whose acts AGENCY may be liable;

13.2.3. Penalties imposed upon account of the violation of any law, order, citation, rule, regulation, standard, ordinance or statute caused by the negligent action or inaction, or willful misconduct of AGENCY or anyone directly or indirectly employed by AGENCY or anyone for whose acts AGENCY may be liable;

13.2.4. Infringement of any patent rights which may be brought against COUNTY arising out of AGENCY's work;

13.2.5. Any violation or infraction by AGENCY of any law, order, citation, rule, regulation, standard, ordinance or statute in any way relating to the occupational health or safety of employees; and

13.2.6. Any judgment or decree that may be rendered against COUNTY, its officers, agents, or employees in any such suit, action or other legal proceedings, when same were due to negligence of AGENCY; and

13.2.7. Any breach by AGENCY of the terms, requirements or covenants of this Agreement.

13.3. The indemnification provisions of Paragraphs 13.2.1. through 13.2.7. above shall

extend to Claims occurring after this Agreement is terminated, as well as while it is in force.

13.4. In addition to any other remedy authorized by law, so much of the money due AGENCY under this Agreement as shall be considered necessary by COUNTY, may be retained until disposition has been made of any claim for damages.

14. <u>INDEPENDENT CONTRACTOR</u>

In all situations and circumstances arising out of the terms and conditions of the Agreement, AGENCY is an independent contractor, and as an independent contractor, the following shall apply:

14.1. AGENCY, nor its employees or agents, is not an employee of COUNTY and is only responsible for the requirements and results specified by this Agreement or any other agreement.

14.2. AGENCY shall be responsible to COUNTY only for the requirements and results specified by this Agreement and except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of AGENCY in fulfillment of the requirements of this Agreement.

14.3. AGENCY is not, and shall not be, entitled to receive from, or through, COUNTY, and COUNTY shall not provide, or be obligated to provide, AGENCY with Worker's Compensation coverage or any other type of employment or worker insurance or benefit coverage required or provided by any Federal, State or local law or regulation for, or normally afforded to, an employee of COUNTY.

14.4. AGENCY shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of AGENCY, any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability program required or provided by any Federal, State, or local law or regulation.

14.5. AGENCY shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program, including, but not limited

to, COUNTY's pension plan, medical and health care plan, dental and eye care plan, life insurance plan, or any other type of benefit program, plan, or coverage designated for, provided to, or offered to COUNTY's employees.

14.6. COUNTY shall not withhold or pay, on behalf of AGENCY, any Federal, State, or local tax, including, but not limited to, any personal income tax, owed by AGENCY.

14.7. AGENCY shall not have the authority, express or implied, to act on behalf of, bind or obligate COUNTY in any way without the written consent of COUNTY.

15. <u>INSURANCE REQUIREMENTS</u>

15.1. AGENCY hereby agrees at its own cost and expense to procure and maintain during the entire term of this Agreement, and any extended term thereof commercial general liability insurance (bodily injury and property damage), employer's liability insurance, commercial automobile liability insurance (bodily injury and property damage) and professional liability insurance in a sum acceptable to COUNTY and adequate to cover potential liabilities arising in connection with the performance of this Agreement and in any event not less than the minimum limit set forth as follows:

Insurance	Minimum Limit
Errors & Omissions Coverage	$1,000,000 per claim and annual aggregate
Worker's Compensation, Coverage A	Statutory
Employers Liability, Coverage B	$1,000,000
Commercial General Liability	$1,000,000 (per occurrence)
(Including Contractual Liability):	$2,000,000 aggregate
Commercial Automobile Liability (owned, hired & non-owned vehicles)	$1,000,000 (per person) $1,000,000 (per accident) $1,000,000 (per property damage claim)

15.2. **<u>Special Insurance Requirements</u>** All insurance required under paragraph 15 shall:

(a) Be procured from California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to COUNTY. A rating of at least A-VII shall be acceptable to COUNTY; lesser ratings must be approved in writing by COUNTY.

(b) Be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be in excess of AGENCY's insurance coverage and shall not contribute to it.

(c) Name COUNTY as an additional insured on all policies, except Workers Compensation and Errors and Omissions Insurance, and provide that COUNTY may recover for any loss suffered by COUNTY by reason of AGENCY's negligence.

(d) Not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to the COUNTY. However, AGENCY may not terminate such coverage until it provides COUNTY with written proof that equal or better insurance has been secured and is in place. Cancellation or change without the prior written consent of the COUNTY shall, at the option of the COUNTY, be grounds for termination of this Agreement.

15.3. <u>Additional Insurance Requirements</u>

(a) COUNTY is to be notified immediately of all insurance claims.

COUNTY is also to be notified if any aggregate insurance limit is exceeded.

(b) **<u>Deposit of Insurance Policy</u>** Promptly on issuance, reissuance, or renewal of any insurance policy required by this Agreement, the AGENCY shall, if requested by COUNTY, cause to be given to COUNTY satisfactory evidence that insurance policy premiums have been paid together with a duplicate copy of the policy or a certificate evidencing the policy and executed by the insurance company issuing the policy or its authorized agent.

(c) AGENCY agrees to provide COUNTY with the following insurance

documents on or before the effective date of this Agreement:

(1) Complete copies of certificates of insurance for all required coverages including Additional Insured Endorsements and 30 days Notice of Cancellation Clause endorsements.

(2) The documents enumerated in Paragraph 15.1 shall be sent to the following:

County of Imperial
Risk Management Department
940 Main Street, Ste. 101
El Centro, CA. 92243

And

Imperial County Workforce Development Office
Attn: ICWDO Director
2695 S. 4th Street, Building D
El Centro, CA 92243

(d) Nothing in this, or any other provision of this Agreement, shall be construed to preclude the AGENCY from obtaining and maintaining any additional insurance policies in addition to those required pursuant to this Agreement.

(e) The comprehensive or commercial general liability shall contain a provision of endorsements stating that such insurance:

1. Includes contractual liability.

2. Does not contain a "pro rata" provision which looks to limit the insurer's liability to the total proportion that its policy limits bear to the total coverage available to the insured.

3. Does not contain a "excess only" clause which require the exhaustion of other insurance prior to providing coverage.

4. Does not contain a "escape clause" which extinguishes the insurer's liability if the loss is covered by other insurance.

5. Includes COUNTY as an additional insured.

6. States that it is primary insurance and regards COUNTY as an additional insured and contains a cross-liability or severability of

interest clause.

16. FIDELITY BOND

AGENCY shall ensure that every officer, director, agent, or employee of AGENCY authorized to act on behalf of AGENCY in receiving or depositing funds into program accounts or in issuing financial documents, checks, or other instruments of payment for program costs, shall be bonded to provide protection against loss. The coverage shall be twenty percent (20%) of the total contract amount.

17. DEFAULT & TERMINATION

17.1. AGENCY's Default If AGENCY fails or refuses to perform any provision, covenant or condition to be kept or performed by AGENCY under this Agreement, COUNTY, prior to exercising any of its rights or remedies, shall give written notice to AGENCY of such default, specifying in said notice the nature of such default and AGENCY shall have thirty (30) days from receipt of such notice to cure said default. If such default is not cured within said thirty (30) day period, then COUNTY may in its sole discretion terminate this Agreement and/or pursue those remedies available under the law at the time this Agreement is executed as well as any future remedies that are created.

17.2. COUNTY's Default If COUNTY fails or refuses to perform any provision, covenant or condition to be kept or performed by COUNTY under this Agreement, AGENCY, prior to exercising any of its rights or remedies, shall give written notice to COUNTY of such default, specifying in said notice the nature of such default and COUNTY shall have thirty (30) days from receipt of such notice to cure said default. If such default is not cured within said thirty (30) day period, then AGENCY may in its sole discretion terminate this Agreement and/or pursue those remedies available under the law at the time this Agreement is executed as well as any future remedies that are created.

17.3. Termination Clause Notwithstanding Paragraph 17.1, this Agreement is subject to termination without cause by COUNTY upon thirty (30) days written notice. In the

event of termination, AGENCY will be due the share of the total fee represented by the proportion of the work completed and expenses incurred at the time of termination, as evidenced by a final billing and as approved by COUNTY under Paragraph 5.4. COUNTY may also give written notice of termination for cause, which shall be effective immediately, if AGENCY fails to fulfill in timely and proper manner any of its obligations under this agreement, violates any of the express terms of this agreement, or fails to comply with the special accounting requirements of Paragraph 6 of this Agreement.

18. <u>ASSIGNMENTS AND SUBCONTRACTS</u>

18.1. Neither this Agreement nor any rights, duties or obligations hereunder shall be assignable and/or subcontracted by AGENCY without the prior written consent of COUNTY.

18.2. COUNTY may demand such assurances, including financial assurances, modification of this Agreement, or such other requirements as, in its sole discretion, it deems advisable, as a condition to granting its consent to any assignee or subcontractor hereunder. Nothing herein shall be construed as requiring COUNTY to grant such approval if COUNTY, in its sole opinion, deems such grant of consent to be not in the best interests of COUNTY.

18.3. Consent by COUNTY to an assignment or subcontract shall not release AGENCY from its primary liability under this Agreement, and COUNTY's consent to one assignment or subcontract, shall not be deemed a consent to other assignments and/or subcontracts.

18.4. Any attempt by the AGENCY to assign or otherwise transfer any interest in this Agreement without obtaining the prior written consent of COUNTY shall be void.

19. <u>NON-DISCRIMINATION</u>

During the performance of this Agreement, AGENCY shall not discriminate, harass or allow harassment against any employee or applicant for employment or employee of COUNTY or member of the public because of sex, race, color, ancestry, religious creed, national origin, physical disability

(including HIV and AIDS), mental disability, medical condition (cancer), age (over forty (40)), marital status and denial of family care leave. AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.) are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The applicable regulations of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (a)) are incorporated into this Agreement by reference and made a part hereof as if set forth in full. AGENCY shall abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. AGENCY shall also abide by the American Disabilities Act and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. AGENCY shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

20. <u>PROPERTY PROCUREMENT</u>

AGENCY shall secure approval from the COUNTY's ICWDO Director or designee prior to procurement of property with an expected life span in excess of one year or a purchase price in excess of One Thousand Dollars ($1,000.00). This clause is applicable to cost reimbursement contracts only.

21. <u>BINDING</u>

This Agreement shall be binding upon the heirs, successors, assigns and subcontractors of the PARTIES hereto.

22. <u>NOTICES</u>

22.1. Any notice by either party to the other shall be personally delivered to the party or sent by certified mail, return receipt requested, to the addresses set forth below:

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/ / /

AGENCY: Imperial Valley College 380 East Aten Road El Centro, CA 92243	**COUNTY:** COUNTY OF IMPERIAL Workforce Development Office Attn: ICWDO Director 2695 S. 4th Street, Building D El Centro, CA 92243
COUNTY: COUNTY OF IMPERIAL County Executive Office Attn: County Executive Officer 940 Main Street, Suite 208 El Centro, CA 92243	**COUNTY:** COUNTY OF IMPERIAL Clerk of the Board of Supervisors Attn: Clerk of the Board 940 Main Street, Suite 209 El Centro, CA 92243

22.2. Either party may change its address for notice by providing written notice to the other party in accordance with Paragraph 22.1.

22.3. Notices shall be deemed effective on the date of delivery.

23. ENTIRE AGREEMENT

This Agreement contains the entire contract between COUNTY and AGENCY relating to the transactions contemplated hereby and supersedes all prior or contemporaneous agreements, understandings, provisions, negotiations, representations, or statements, either written or oral.

24. MODIFICATION

26.1 No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by both Parties. This agreement may be modified by COUNTY upon written notice to AGENCY under the following circumstances:

a) There is an increase or decrease in state and federal funding levels.

b) A modification is required in order to implement an adjustment or modification to the contract.

c) A change in state and federal law, regulation and funding requiring a change in the provisions of this contract.

d) The service provider is not meeting performance on the referred and /or enrolled participants.

25. CAPTIONS

Captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms thereof.

26. PARTIAL INVALIDITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

27. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS

As used in this Agreement and whenever required by the context thereof, each number, both singular and plural, shall include all numbers, and each gender shall include both genders. AGENCY as used in this Agreement or in any other document referred to in or made a part of this Agreement shall likewise include both singular and the plural, a corporation, a partnership, individual, firm or person acting in any fiduciary capacity as executor, administrator, trustee or in any other representative capacity or any other entity. All covenants herein contained on the part of AGENCY shall be joint and several if more than one person, firm or entity executes the Agreement.

28. WAIVER

No waiver of any breach or of any of the covenants or conditions of this Agreement shall be construed to be a waiver of any other breach or to be a consent to any further or succeeding breach of the same or any other covenant or condition.

29. CHOICE OF LAW

This Agreement shall be governed by the laws of the State of California. This Agreement is made and entered into in Imperial County, California. To the extent permitted by law, any action brought by either party with respect to this Agreement shall be brought in a court of competent jurisdiction within said County. AGENCY also hereby waives the removal provisions set forth under California Code of Civil Procedure Section 394.

30. ATTORNEYS' FEES

If either party herein brings an action to enforce the terms thereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to its reasonable

attorneys' fees to be paid by the losing party as fixed by the court.

31. AUTHORITY

Each of the individuals executing this Agreement on behalf of AGENCY and COUNTY represent and warrant that:

31.1. He/She is duly authorized to execute and deliver this Agreement on behalf of AGENCY or COUNTY as applicable;

31.2. Such execution and delivery on behalf of AGENCY is in accordance with the terms of the Articles of Incorporation or Partnership, any By-Laws or Resolutions of AGENCY; and

31.3. Such execution and delivery on behalf of COUNTY is duly authorized by the Board of Supervisors and within the authority of the signatory identified below.

31.4. This Agreement is binding upon the respective Parties in accordance with its terms.

32. COUNTERPARTS

This Agreement may be executed in counterparts.

33. REVIEW OF AGREEMENT TERMS

This Agreement has been reviewed and revised by legal counsel for both COUNTY and AGENCY, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of the same or any subsequent amendments thereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written and shall be effective as of said date.

COUNTY OF IMPERIAL	**AGENCY**
_____	_____
WALLY LEIMGRUBER, Chairman Imperial County Board of Supervisors	DR. ED GOULD, Superintendent/President Imperial Valley College

/ / /

/ / /

/ / /

ATTEST:

_____
SYLVIA BERMUDEZ, Clerk of the Board of Supervisors, County of Imperial, State of California

APPROVED AS TO FORM:

MICHAEL L. ROOD
County Counsel

_____
MONICA I. DE LA HOYA
Deputy County Counsel

EXHIBIT "A"

AGENCY: IMPERIAL VALLEY COLLEGE
(Machine and Electronic Repair Tech.)

CONTRACT: 09-1659293-525010/09-1659293-525010

PROGRAM: WIA ADULT TRAINING PROGRAM
MACHINE AND ELECTRONIC REPAIR TECHNICIAN

OPERATION AND SPECIFIC PERFORMANCE PLAN

I. Type of Training/Services

The program will provide Machine and Electronic Repair Technician training to thirty-five (35) WIA eligible adult participants residing in the Imperial County. The program will be offered as not-for-credit with successful participants receiving a certificate of completion. Participants will be trained by IVC's Electronics Technology program in a wide scope of modules for up to four hundred fifty hours (450). The program will start on September 15, 2009 and end on June 30, 2010. The cost per participant for this program is five thousand dollars ($5,000.00).

II. Program Administration and Operation

A. The Imperial County Office of Employment Training (ICWDO) and The Workforce Development Board (WDB) of Imperial County Workforce Investment Act (WIA) Adult Training Program and the agency's proposal are hereby incorporated by reference. Where discrepancies occur, the provisions of ICWDO and WDB ITA program shall prevail.

B. Agency will coordinate with all One Stop Business & Employment Services centers in Imperial County and provide services directly from, but not limited to One Stop service center locations, according to need and location of youth enrolled in contracted program. Services will also be available to youth clients outside of the One Stop centers. Agency will maintain alternate hours of operation to ensure that all enrolled youth are served properly.

C. Agency shall:

1. Enroll and serve up to thirty-five (35) adults ages 18 and over residing in Imperial County. Participants shall not be enrolled after March 31, 2010. Agency shall coordinate the internal operation of the WIA Adult Training

Program and shall enroll adults in accordance with its WIA Adult Training Program.

2. Submit rental agreement(s) to ICWDO prior to the start of the program.

3. Monitor and evaluate internally all services contracted, to include program enrollment and expenditures.

4. Maintain files available for on-site ICWDO monitoring of document services listed in this contract.

5. Maintain all files as outlined in the Master Agreement and ICWDO Bulletins.

6. Develop and implement a schedule for monitoring the activities provided off site, maintain record of the reviews and make these records available.

7. Alert ICWDO for technical assistance if any phase of the program operation or administration is in jeopardy of improper delivery.

8. Comply with reporting, accounting, record keeping, and customer/participant procedures as described in ICWDO bulletins.

9. Submit to ICWDO any and all agency changes in policies such as, but not limited to: personnel procedures, grievance procedures, affirmative action plan, identification of the agency's holidays, standards of conduct, dress code, etc.

10. Comply with all Management Information Systems (MIS) and Data Collection filing requirements.

III. Description of Service/Training to be Provided:

A. Agency shall be responsible for the internal administration of WIA Training Program, including services, monitoring adult progress, client outcome, and follow-up in accordance with agency plan and as required by ICWDO.

1. **Linkages:** Agency shall be responsible for coordinating and collaborating with mandatory One Stop partners, educational institutions, and community based organizations in order to provide the most cost efficient and comprehensive services to adults. All linkages and referrals made to outside agencies or organizations need to be monitored by the agency, while the participants are involved in any outside linked activity.

2. **Case Management:** Agency should be responsible for maintaining cases up to date and in accordance with the participants enrolled activities. Agency will be responsible to ensure that participants do not have any gap

in services that exceeds sixty (60) days in between services that are being provided to the participant, while enrolled in the agency's services.

3. **Follow-up Services:** Agency shall be responsible for follow-up services provided for a minimum of twelve (12) months, following the first complete quarter after service exit.

4. **Individual Development Plan (IDP):** One Stop shall be responsible for developing an IDP for each participant. At minimum, the IDP shall include objective assessments and occupational goal(s). Agency is responsible for ensuring that the IDP is followed as a guideline for services, and make any changes with the assigned One Stop staff. Agency is to coordinate this objective with the One Stop staff.

5. **Enrollment:** Agency shall be responsible for enrolling all adults referred for services by ICWDO, no later then twenty-one (21) days after the referral has been made.

6. **Selection of Participants:** Agency shall serve those eligible adults who have been determined to be in need of services and able to benefit from the program. The agency may decide not to enroll any participant that the agency may have cause to believe that such participant would not benefit from its program. Adults shall also be appropriate for services as determined by guidelines established by WIA. Agency's primary service component shall be to provide services in accordance to each individual needs, individual assessment and Individual Development Plan (IDP).

7. **Characteristics (Enrollment):** Agency shall attempt to serve customers as follows:

   a) Population to be served: Agency enrollments shall include the enrollment of up to thirty-five (35) adults in accordance with WIA guidance. Agency will train adults for unsubsidized employment in the industrial technology industry (machine and electronic repair tech.). Agency will provide quality training for job placement, performance objectives, and employment services for interested individuals.

8. **Program Detail:**

   a) Minimum Requirements: Successfully pass a minimum 6th grade level reading and writing. Successfully pass a full screen drug test.

   b) Orientation: Prior to training services, agency shall conduct WIA Adult orientations for the purpose of informing all adults of Adult Service policies and procedures including: complaint, payroll, accident, time sheet, and safety procedures. ICWDO shall be notified at least three (3) days in advance of each orientation session. The objective is to

thoroughly understand program goals, participant rights and responsibilities.

c) Assessment: One Stop shall assess all participants enrolled in the program to determine their basic skills. Documentation of Sage and/or Tabe assessment results shall be maintained in the participant's file. Agency may serve participants below the assessed determinations as long as it is in accordance with ETPL list specifications.

d) Objective Assessment:

(i) Program Synopsis: This program will prepare participants for employment in the industrial technology field. The cost per client for this program will be five thousand dollars ($5,000.00). Participants will be capable of providing services such as maintenance & repair of inkjet, laser printers, and faxes. Maintenance of wireless modems for Internet services, install and recover internet services for wired and wireless devices. Interfacing, installation of drivers to devices and networks. Troubleshooting computers and topics on introduction to electronic components; Ohm's Law and testing of devices using multi meters. Participants will learn how to use test equipment such as oscilloscopes, frequency counters, and other testers; basic rules to test and replace components from a printed circuit board; testing security devices used in offices and industry such as surveillance video cameras, including maintenance and proper operation. Participants will learn operation of digital video recorders, and steps required to obtain evidence of incidents in formats such as MPEG and AVI; and how to transfer pictures and video from DVR to computer; software issues related to video and photo recording.

(ii) Supportive Services: One Stop staff shall ensure that participants of this program (**that are assessed and meet WDB Supportive Services Policy Criteria**) have supportive services available to ensure successful completion of training and employment acquisition.

(iii) Physical Demands: Agency and One Stop staff shall make sure all participants in the program are aware of the physical demands of this type of industry. In addition, participants shall express whether they feel physically capable of performing the duties involved in this type of occupation.

(iv) Suitability: Agency shall ensure that participants interested in attending this program have the means to attend and successfully complete the training program without any

interruptions. For example transportation, time availability, childcare, housing, ect;

9. **Characteristics of Training:**

a) Office Machine Maintenance & Repair

Participating individuals will take an introduction to the study of Office Machine Equipment, such as Printers, copiers, Faces, computer repair, and safety skills. Participants will learn basic concepts of electricity, and electronics basic theories of the physical phenomena involved in circuitry-related devices and measurements of instruments, in order to be prepared for diagnostics, test, and repair of equipment found in offices. Participants will be able to:

1. Solve problems related to scientific notation
2. Measure voltage, current, and resistance in electric circuits
3. Solve problems related to Ohm's, Kirchoff's, Voltage Law, and Voltage Divider Law applied to testing of equipment.
4. Identify and solve problems related to parallel series resistive electrical circuits.
5. Identify and solve problems related to parallel resistive electrical circuits.
6. Identify and solve problems related to series-parallel resistive parallel electrical circuits.
7. Test and troubleshoot office machine equipment.

Core content to be covered in all sections:

i) Components, quantities, and limits
ii) Voltage, current, and resistance in electric circuits. Safety techniques for handling electrical devices
iii) OHM's Law, Energy, Power applied to troubleshooting of equipment
iv) Series resistive circuits
v) Parallel resistive circuits. Series/Parallel configurations
vi) Audio-Video formats and transferring files.
vii) Repair techniques applied to Office equipment

b) Computer Hardware Repair

Participants will receive basic maintenance training of a computer and its peripherals. In addition they will also learn how to replace or repair CD/DVD drives, power supplies, and the main CPU mother board. Participants will learn the installation of software such as antivirus software and how to remove viruses. Also wiring tools and assembling of Ethernet cables. Instructions on testing and diagnose of small electronic motors using multi meters. Included in the training will be

safety rules, maintenance of small electronic motors, step motors diagnostic and repair. Participants will be able to:

1) Measure the indicator ability to store electromagnetic energy in small electrical motors.
2) Solve problems related to AC series, AC Parallel, and AC series-Parallel RL circuits.
3) Measure the transformer ability to increase/decrease voltage & current amplitudes.
4) Verify the PN junction semiconductor behavior.
5) Test and repair circuit related to diodes used in CPU's.
6) Repair computer hardware used in CPU's such as CD-ROM and DVD ROM.
7) Solve and apply power circuits related to power supplies in computers and laptops.

Core content to be covered in all sections:

i) Inductors
ii) RL
iii) RLC Circuits
iv) Transformers
v) Introduction to semiconductors
vi) Diodes and applications
vii) Computer Hardware and software
viii) Operation of a CPU in a computer
ix) Repair Techniques of computer hardware
x) Repair techniques of computer software

c) Power Tools & Control Systems

This training will cover power tools and related repair, access control system repair, and slot machine repair. Participants will learn advanced concepts in power tools, electronics found in power tools such as op-amps, and digital logic. An emphasis will be made on digital interface and boards used in power tools. It will also focus on understanding the operation of power tools. Testing electrical wiring and electronic components embedded in power tools, and replacing damaged components. In addition participants will also learn maintenance and repair of electric strikes, magnetic locks, and access control keypads. Add and remove users to an access control system, locksmith and safe repair. The training will also teach the steps for correct diagnostics of failures in Slot machines. How to repair and provide maintenance to power supplies, repairing electronic pc boards, maintenance and repair mechanical and electromechanical parts. Replace damaged components or parts, test for proper operation and hacking, and using oscilloscopes to detect failures in pc boards.

1) Analyze & interpret circuits used in slot machines with op-amps.

2) Explain the operation of op-amps in different configurations
3) Apply transducers in op-amps configured for slot machines
4) Compare and contrast the newer solid state devices, such as sensors and transducers.
5) Test and repair digital design in power tools.
6) Construct various system designs and interfacing arrangements.
7) Construct and repair access control systems.
8) Explain the characteristics of the different access control systems.
9) Apply A/D and D/A converts in instrumentation circuits.
10) Explain how cellular phones use op-amps, A/D and D/A converts in their communications systems.
11) Understand the theory of the decimal, binary, and hexadecimal codes, which is the essential factor in making digital circuits operate properly.
12) Analyze and remove faults from digital boards used in slot machines and access control systems.
13) Explain the operation of combinatorial circuits in different configurations.
14) Compare and contrast the newer digital logic families, such as HT and Ac MOS.
15) Testing microcomputers using the oscilloscope.
16) Testing software programs.

Core content to be covered in all sections:

i) Number systems and codes
ii) Boolean Algebra and reduction techniques
iii) Decoders, Encoders, and Comparators
iv) Multiplexers and Demulitplexers
v) Sequential and Counter Circuits
vi) Microprocessor fundamentals and applications
vii) Testing and repairing uP's
viii) Testing and repairing Slot Machines

d) Internship

Participants will receive One Hundred Twenty hours after completing training.

10. **Agency Performance Measures:** Agency is expected to perform at established performance goals set by WDB. If the agency is performing below the established performance goals in placement of individuals into training related field, the agency will not receive any new participants until it has met the set performance goals. The performance goals are as follows:

a) Placement in Employment: 70%

b) Program Completion: 90%

11. **Participant Performance Measures:** Any of the following constitutes a positive outcome.

    a) Adult Performance:

        1. Performance should be in accordance with established WDB performance guidelines and percentages.

    b) Customer satisfaction for participants.

        1. The State and WDB will be measuring for participant satisfaction through a survey. They will determine at what level participants are being satisfied and what improvements are needed.

    c) Continuous improvement.

        1. The agency should have continuous improvement policy in place and should abide by it.

        2. The Workforce Development Board will also be monitoring for compliance.

    d) Exits

        1. The agency will abide and follow the WDB and State set policy for exits, which can constitute a positive outcome.

12. **Agency shall ultimately be responsible for updating the following:**

    a. Selection and placement of adult at worksites.

    b. Obtaining verification that an adult is over the age of 18 years old. If male must be registered for Selective Service and must have proof of U.S. Work Authorization and ensure that a copy is kept at the worksite, Agency and ICWDO office.

    c. Providing information to adults in regards to their career goals and related fields.

    d. Ensure that adults are placed in worksites related to their career goal as stated in the clients IDP and/or file, and training.

    e. Agency shall ensure that they will place participants at the establish WDB percentage goal in training related employment.

IV. Fiscal:

1. Agency shall submit claims for reimbursement as follows:

a) Claims shall be submitted monthly prior to the 10th day of the month.

b) Claims for all contracts under a service provider's Master Agreement shall be submitted at one time, once a month, by the 10th day of the month, Monday through Friday from 8:00AM to 5:00PM, unless the day is a holiday.

c) Claims submitted during the first five (5) calendar days of the month will be paid on or before the 19th day of the month. Claims submitted on or before the 15th day of the month will be paid on or before the last days of the month. ICWDO fiscal office will notify agencies when payments are ready for pick up. No checks will be mailed out. No checks will be disbursed if the person is not listed in the signature card on file.

2. Pickup from ICWDO fiscal unit and deliver the resultant wage payments to the agency after verifying the accuracy of the payment.

3. Maintain an up-to-date record of wage payments received by each adult, ensuring that receipt of each payment is acknowledged by the signature of the customer.

EXHIBIT "B"

WORKFORCE INVESTMENT ACT

Budget Proposal

Fiscal Year: July 1, 2009 - June 30, 2010

Agency name: Imperial Valley College Machine & Electronic Repair Tech. Contract

		WIA Funded	Other Sources of Funding	Total Program Funding
I.	**Staff Salaries and Fringe Benefits (Attach breakdown)**			
	Salaries	**$70,090**		**$70,090**
	Fringe Benefits	$14,018		$14,018
	Total Staff Salaries and Fringe Benefits	$ 84,108		$ 84,108

II.	**Non Personnel (Attach breakdown)**			
A.	Staff Travel - In County	$ 2,100		$ 2,100
B.	Staff Travel - Out of County	$ 6,000		$ 6,000
C.	Training, Training Materials and Supplies	$ 21,125		$ 21,125
D.	Equipment Furniture Purchase	$ 45,450		$ 45,450
E.	Equipment Rental/Lease/Maintenance			
F.	Rent	$ 3,500		$ 3,500
G.	Utilities and Building Maintenance			
H.	Communications			
I.	Office Supplies, Printing and Reproduction	$ 3,500		$ 3,500
J.	Insurance/Bonding (Non Workers' Comp)			

K.	Audit Costs			
L.	Indirect Cost			
M.	Other Expenses (Attach breakdown)	$ 9,000		$ 9,000
	Total Non-Personnel	$ 90,675		$ 90,675

Total Program Costs (Staff Salaries and Fringe Benefits+ Non Personnel)	$ 174,783		$ 174,783

Budget Detail **I.**
Staff Salaries

Title of Position	Total Annual Salary (Fr. Jul./09-Jun/10)	WIA % of time	WIA Salary	WIA Benefits**	Total Salary and Benefits
Instructor	$ 19,800	100%	$ 19,800	$ 3,960	$23,760
Intructional Assistant	$ 8,250	100%	$ 8,250	$ 1,650	$9,900
Student Employment Spec.	$ 52,000	40%	$ 20,800	$ 4,160	$24,960
Clerical Staff	$ 31,200	20%	$ 6,240	$ 1,248	$7,488
Coordinator	$ 60,000	25%	$ 15,000	$ 3,000	$18,000
TOTALS	$0		$ 70,090	$ 14,018	$ 84,108

EXHIBIT "C"

ASSURANCES AND CERTIFICATION

I. GENERAL ASSURANCES

A. Contractor assures that it will fully comply with the requirements of the Workforce Investment Act, all Federal Regulations issued pursuant to the Act, and with the Imperial County's Job Training Plan, as approved by the Workforce Development Board of Imperial County, and the State Workforce Investment Division.

B. Contractor, in operating a program funded under the Act, assures that it will administer its program under the Job Training Plan in full compliance with safeguards against fraud and abuse as set forth in WIA and WIA Regulations, that no portion of its program will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any persons on the grounds of race, color, national origin, religion, age, sex, handicap, or political affiliation or belief: that it will target employment and training services to those most in need of them.

II. ADDITIONAL ASSURANCES

Contractor hereby assures and certifies that it will comply with applicable regulations, including 41 CFR, Part 50-100, and applicable policies, guidelines, and requirements, including OMB Circulars, Numbers A-133, A-128, A-21, A-122, A-87 and A-110, and with applicable Federal Cost Principles as they relate to the acceptance and use of Federal funds for this federally assisted project. Also, contractor assures and certifies, with respect to this contract, that:

A. It possesses legal authority to administer the funds; that a resolution, motion, or similar action as been duly adopted or passed as an official act of contractor's governing body, authorizing the acceptance of this contract, including all understandings and assurances contained there-in, and directing and authorizing the person identified as the official representative of contractor to act in connection with the contract and to provide such additional information as may be required.

B. It will comply with Title VI of the Civil Rights Act of 1964 and provisions of WIA Section 188 and compliance with Equal Employment Opportunity (EEO) provisions in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR part 60, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which contractor receives Federal financial assistance; and will immediately take any measure necessary to effectuate this agreement. It will comply with Title VI prohibiting employment discrimination where (1) the primary purpose of the funding is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the funding activity. Governmental [20 CFR 667.200 (f) and 29 CFR 97.36 (i)(3)]. Non-Governmental [29 CFR Parts 33, 37 and 95.48 Appendix A-1].

C. It will comply with requirement of Title II (and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (PL 91-646) which provides for fair and equitable treatment of persons displaces as a result of Federal and federally assisted programs. (42 U.S.C. 4601).

D. It will comply with the provisions of the Hatch Act, which limit the political activity of State and local government employees, whose principal employment activities are funded by Federal funds. (5 U.S.C. 1501-1508 and 7324-7328).

E. It will comply with the minimum wage and maximum provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201) as they apply to employees of institutions of higher education, hospitals, and other nonprofit organizations as defined in these regulations.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the County, the State, the Department of Labor (DOL) and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers, or pertinent documents related to the grant or agreement, including the records of subcontractors performing under the grant or agreement. Maintain all (3) years or fiscal forms, reports, and documents pertaining to this contract for at least three until audited and all audit findings resolved, whichever is longer, as required by WIA regulations. Governmental [29 CFR 97.36 (i)(10) and 29 CFR 97.36 (i)(11)]. Non-Governmental [29 CFR 95.48 (d) and 29 CFR 95.53].

H. It will comply with all requirements imposed by the State Workforce Investment Division concerning special requirements of law, program requirements, and other administrative requirements.

I. It will ensure, pursuant to E.O. 11738, that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) List of Violating Facilities and that it will notify the county of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

J. It will assist the DOL in its Compliance with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), E.O. 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469 a-1) by (a) consulting with the State Historic Preservation Office on the conduct of investigations, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (CFR Part 800.8) by contractor's activity, and notifying the DOL to avoid or mitigate adverse effects upon such properties.

K. It will comply to the extent applicable, with all requirements of Section 114 of the Clean Air Act, (42 U.S.C. 1857) respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and Water Act, respectively, and all regulations and guidelines issued thereunder. And be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Air Act (33 U.S.C. 1368), E.O. 11738, and Environmental Protection Agency Regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000). Governmental [29 CFR 97.36 (i)(12)]. Non-Governmental [29 CFR 95.48 Appendix A-6].

L. For a non-governmental agency awarded a contract for the amount of $100,000 or more, did the subcontractor certify that no funds should be used for lobbying (Byrd-Anti Lobbying Amendment)? Governmental [20 CFR 667.200 (e) and 29 CFR 93.110]. Non-Governmental [20 CFR 667.200 (e) and 29 CFR Parts 93 and 95.48 Appendix A-7].

M. Notice of awarding agency requirements and regulations pertaining to reporting. Governmental [29 CFR 97.36 (i)(7)].

N. It will comply with ICWDO’s rules, regulations, bulletins and procurement policy in the following aspects: administrative, contractual, or legal remedies in instances of contractual

violation. (Contracts other than small purchases). Governmental [29 CFR 97.36 (i) (1)]. Non-Governmental [29 CFR 95.48 (a)]. Termination for cause or for convenience by the grantee or contractor. (All contracts in excess of $10,000). Governmental [29 CFR 97.36 (i)(2)]. Non-Governmental [29 CFR 95.48 (b)]. Condition for payments, delivery terms and process for agreement changes.

O. It will comply with the Energy Policy Conservation Act (Public Law 96-163) the act requires mandatory standard and policies related to energy efficiency, which are contained in the state energy conservation plan. Governmental [29 CFR 97.36 (i)(13)].

P. It will comply with the flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106 and 4128) which requires the purchase of flood insurance, on and after March 2, 1974, in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for acquisition or construction purposes with respect to insurable property within an area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

Q. It will comply with Section 504 of Rehabilitation Act of 1973 (29 U.S.C. CFR part 32) which contains the statutes for Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal Financial Assistance, and with all requirements imposed by the DOL pursuant to the regulation of the Department of Health, Education, and Welfare (45 CFR Part 85) promulgated under the foregoing statute. Contractor agrees that, in accordance with the foregoing requirements, no otherwise qualified handicapped person, by reason of handicap shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance, and assures that it will take any measures necessary to effectuate this agreement.

R. The subgrantee certifies that it will comply with the American with Disabilities Act of 1990, in addition to its title (29 CFR part 37) requirements, which contains the statutes for implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998.

S. It will comply, with E.O. 13166 and E.O. 11426, which indicate the Enforcement of title VI of the Civil Rights Act of 1964 by the Civil Rights Center; Policy guidance on the Prohibition Against National Origin Discrimination as it affects persons with limited English proficiency.

T. It will comply, to the extent applicable, with Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683 and 1685, 1686) which provides that no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

U. It will include the equal opportunity clause prescribed by E.O. 1246, as amended and will require that its subcontractors include the clause, in all contracts which have or are expected to have an aggregate value within a 12-month period exceeding $10,000, in accordance with DOL regulations at (41 CFR Par. 60-1.4).

V. If this contract is covered by a statute providing wage standards for such work, it will include, and will require that its subcontractors include, the provision covering the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) set forth in by DOL regulations (29 CFR part 5) in any nonexempt non construction contract or subcontract which involves the employment of mechanics and laborers (including watchmen, guards, apprentices, and trainees) if the contract exceeds $2,500.00.

W. It will comply with standards for environmental quality control that may be prescribed pursuant to responsibilities of the Federal Government under the National Environment Policy Act of 1969 (42 U.S.C. 4321) and E.O. 11514, Protection and Enhancement of Environmental Quality as amended by E. O. 1191.

X. Subgrantee shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900) the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285), the provision of Article 9.5, Chapter 1, Part1, Division 3, Title 2 of the Government Code. (Government Code, Sections 11135-11139.5) and the regulations or standards adopted by the subgrantor to implement such article.

Y. Agency will comply with the Workforce Investment Act, Section 505, which requires compliance with the Buy American Act (41 U.S.C. 10a).

Z. It will comply with the Drug-Free Workplace Act of 1988, found at 48 CFR subparts 9.4, 23.5 and 52.2. Subcontractor must either sign a certification of a Drug Free Workplace or have it certified in the contract. Governmental and Non-Governmental [20 CFR 667.200 (d) and 29 CFR 98.600-98.630].

It will comply with Sections 129, 181, 183, and 195 of the Workforce Investment Act specifically, but not limited to the following:

1. Compliance with the provisions of the Davis- Bacon Act of March 3, 1981 (40 USC 276a-276a-7) as supplemented by DOL regulations (29 CFR part 5).

2. No funds will be utilized to assist in relocating establishments from one area to another if relocation will result in an increase in unemployment in affected areas.

3. Training will be provided only in demand occupations within areas served or another area, if participants are willing to relocate.

4. Programs should contribute to occupational development, upward mobility, new careers and overcome sex stereotyping.

5. No person or organization may charge an individual a fee for the placement or referral of such individual in or to a training program.

6. No financial assistance will be provided for any program, which involves political activities.

7. Income generated by the program may be retained by the recipient to carryout the program not withstanding the expiration of financial assistance for the program.

8. No funds available under this title may be used for public service employment, except as specifically authorized under this title.

9. Compliance with health and safety standards under the Occupational Safety and Health Act of 1970 (OSHA) or other standards prescribed by Secretary as necessary to protect the health and safety of participants.

10. Ensure that Workers' Compensation Insurance or alternate insurance is provided to participants.

11. Ensure that no participation shall be employed or job opening filled (a) when any other individual is on layoff from the same or substantially equivalent or (b) when the employer has terminated the employment of any regular employee or otherwise reduced

its workforce with the intention of filling the vacancy so created by hiring a WIA participant.

12. Ensure that no jobs are created or openings filled in a promotional line that will infringe in any way upon promotional opportunities of currently employed individuals.

13. Ensure that none of the funds will be used to assist, promote or deter union organizing and the programs shall not impair existing contracts for services or collective bargaining agreement.

14. No funds may be used for contributing on behalf of any participants to retirement systems or plans.

15. All individuals employed in subsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work.

16. Ensure that participants shall not be employed on the construction, operation or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place for religious worship. Sectarian activities of any type are expressly forbidden. (PL 105-220 WIA Section 188 (a) (3).)

III. CERTIFICATION

1. Clean Air and Water Certification:

The contractor certifies as follows: where a location or site of operations contain or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, EPA, determines that independent facilities are collected in one geographical area.

Patents and Copyrights:

Patents:

Requirements and regulations pertaining to patent rights with respect to any discovery or invention under this contract, are subject to DOL and county requirements. Governmental [29 CFR 97.36 (i)(8)]. Non-Governmental [29 CFR 95.36 (a-d), and 95.48, Appendix A-5].

Copyrights:

Requirements and regulations pertaining to copyrights and rights in data, are subject to DOL and county requirements. Governmental [29 CFR 97.34, 97.36 (i)(9)]. Non-Governmental [29 CFR 95.36 (a-d), and 95.48, Appendix A-5].

2. Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements:

a) No Federal appropriated funds have been paid or will be 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 the awarding of any Federal contract, the making of any Federal contract, grant, loan, or cooperative agreement.
b) In 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 Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL. "Disclosure Form to Report Lobbying", in accordance with its instructions.

c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, and contracts under grants, loans, and cooperative agreements) and that all *subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $100,000 and not more than $100,000 for each such failure.

3. Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions.

Pursuant to E.O. 12549 and E.O. 12689, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Governmental [20 CFR 667.200 (d) and 29 CFR 97.35, 98.510] Non-Governmental [20 CFR 667.200 (d) and 29 CFR 95.13, 95.48 Appendix A-8 and 98.510].

a) The prospective recipient of federal funds certifies, by submission of this proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

b) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective shall attach an explanation to this proposal.

4. Compliance with Workforce Investment Act Requirements:

a) All WIA programs will be operated within the guidelines of the Workforce Investment Act (20 U.S.C. 9201) (Public Law 105-220, 112, Statute 936) and all other acts and conforming amendments, and within the guidelines of (20 CFR Part 652). Workforce Investment Act; and Final Rule, issued by the DOL, Employment Training Administration.

b) It shall comply with all finalized or amended DOL regulations issued during the course of operation of these programs.

c) It shall become a part of the county's overall WIA program service delivery system.

d) It shall immediately notify WDB and ICWDO, in writing, of any changes to the Master Proposal.

e) It shall abide by the policies detailed in the ICWDO Operation and Forms Preparation Manual and subsequent updates or directives issued through the Imperial County WIA Bulletin series.

f) It shall notify ICWDO in the event of any program staff changes including terminations, resignations, hires, etc.