



UNADOPTED MINUTES

FOR THE REGULAR MEETING OF THE IMPERIAL COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

Wednesday, December 16, 2009

Location
Administration Board Room, Building 10
380 East Aten Road
Imperial, CA 92251

CALL TO ORDER/ROLL CALL

On Wednesday, December 16, 2009, at 6:02 p.m., Board President Acuña called the regular meeting of the Imperial Community College District Board of Trustees to order in the Administration Board Room, Building 10.

BOARD MEMBERS PRESENT:

Carlos R. Acuña
Rudy Cardenas, Jr.
Jerry D. Hart
Romualdo Medina
Norma Sierra Galindo
Rebecca L. Ramirez
Louis Wong

BOARD MEMBERS ABSENT: None

REPRESENTATIVES PRESENT:

Steven Sciaky, Associated Student Representative
Kevin White, Academic Senate Representative [6:04 p.m.]
Dr. Michael Heumann, College Council Representative
Suzanne Gretz, CTA Representative

CONSULTANTS PRESENT:

Dr. Ed Gould, Superintendent/President
Dr. Victor Jaime, Vice President for Student Services
Kathy Berry, Vice President for Academic Services
Bill Gay, Public Relations Officer
Frank Oswald, Legal Counsel

PLEDGE OF ALLEGIANCE

Dean of Renewable Energy Gonzalo Huerta led the Pledge of Allegiance to the Flag.

PUBLIC COMMENT

There was no public comment.

PRESENTATION

M/S/C Medina/Cardenas

Resolution No. 14533: In Memoriam: A Resolution of Respect and Appreciation for Former Trustee Thomas "Tom" Daniels

WHEREAS, the Board of Trustees, Superintendent/President, and the employees of Imperial Valley College wish to express our deepest respect and sympathy on the loss of a dear friend and former Trustee, Thomas Oliver Daniels; and

WHEREAS, Tom Daniels spent a lifetime in the service of his community and his country; and

WHEREAS, Tom Daniels served in the military as a pilot during World War II hunting submarines in the Pacific and after the war in Germany where he flew fighter cover for B-52s during the Berlin Airlift, and

WHEREAS, Tom Daniels continued to serve his community after retiring from the Air Force when he returned to the Valley in 1961 to farm with his father in the Bonds Corner area, and

WHEREAS, Tom Daniels spent a total of eight years on the Imperial Community College District Board of Trustees, serving from 1963 to 1965 and again from 1967 to 1973; and

WHEREAS, Tom Daniels served as Clerk of the Board for two terms and as Board President for one term; and

WHEREAS, Tom Daniels was a past president of the Holtville Rotary Club and served as an Elder in St. Paul's Lutheran Church; and

WHEREAS, Tom Daniels loved his family, his friends, the community, and reached into our community for the good of the students, the advancement of Imperial Valley College, and the good of the community; and

WHEREAS, Imperial Valley College benefited from his sense of integrity, honesty, and dedication;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees, does hereby extend its deepest sympathy to his wife Ann and their family and acknowledges to them our gratitude and deepest admiration for his years of faithful and devoted service to Imperial Valley College, our country, and our community.

WRITTEN COMMUNICATIONS

Board President Acuña announced that the Board received three written communications.

PUBLIC HEARING

1. IVC CCA/CTA/NEA and District 2010-2011 Contract Negotiations presented on November 24, 2009
2. CSEA Chapter 472 and District 2010-2011 Contract Negotiations presented on November 24, 2009

There were no comments on the public hearing.

INFORMATION REPORTS

Employee of the Month for December 2009 – John Lau

Vice President for Business Services Lau was absent. President Gould announced Dennis Abubo as the December Employee of the Month. Dennis was unable to attend the meeting. President Gould stated that Dennis does a bit of everything at the college.

Report on San Diego State University Transfer Admission Criteria– Dr. Victor Jaime

Vice President for Student Services Jaime gave a report on the admission criteria for San Diego State University. He provided a handout titled *Report on SDSU Admissions Criteria*. He stated there have been some creative roundabouts that the university is doing. He explained the tiers that SDSU has created and the requirements for each of the tiers. He provided statistical information between SDSU and IVC. He reported that IVC will continue to meet requirements for all majors available at SDSU-IV Campus either through major prep or course substitutions.

VP Jaime fielded questions from Trustees and Academic Senate President White regarding the report.

Lead Counselor Frances Beope also fielded questions related to the admission criteria and counseling support.

Board Member Reports

Trustee Hart reported the following:

- At the CCLC conference he attended, he was looking at ways that IVC can do business in a more efficient manner and stated he would like to share that at the retreat in January/February.

Carlos asked if the Board needed a guest speaker for the retreat. Trustee Hart stated that he would like the vendor that provided the presentation on how transcripts could be handled electronically and cost .75 cents.

- He attended the SDICCCA meeting on Monday, December 14, 2009. He stated he hoped most of the Trustees could attend the Legislative Conference in January. He stated the Alliance had arranged meetings with various legislators that would come and meet with SDICCCA and Alliance as a group. He stated there are five points that the Alliance is asking legislators to consider which are all tied to finances. He stated the priorities are going to be to maintenance of budget, payment of deferrals, no waiver on Prop 98, consideration of property tax backfill, and to make sure that they pay all of the mandated costs.

Associated Student Government Senate Update – Steven Sciaky

ASG President Sciaky reported the following:

- Last month was pretty quiet.
- Students are getting ready for finals.
- One senator is transferring to a university.

Trustee Galindo asked what plans ASG had for Martin Luther King's Day and Cesar Chavez Day.

ASG President Sciaky stated that all students had been on recess as of last week and the semester would start in February; therefore, there would be no events for Martin Luther King's Day. He stated if there was a club on campus during winter and wanted to do an event then they could do something for that day. He stated that ASG is organizing an event for Cesar Chavez Day.

Board President Acuña asked if the ASG had plans to send a member to the Legislative Conference. ASG President Sciaky stated a couple of students would attend if possible.

Academic Senate Update – Kevin White

Academic Senate President Kevin White reported the following:

- Announced that he and President Gould have meet to discuss Academic guidelines.

- Academic Senate passed a resolution asking the SDSU President to rescind the policy for the Calexico Campus.
- Had first reading of the resolution for Martin Luther King and Cesar Chavez Day. He stated the resolution recommends that Cesar Chavez Day be a campus holiday.
- Academic Senate voted that the next meeting would be dedicated to looking at the campus reorganization.

College Council Update – Dr. Michael Heumann

College Council Chair Heumann reported the following:

- Discussed reorganization at the meeting and received no comments.
- The Facilities and Environmental Improvement Committee will start meeting when faculty returns in February.
- Developing a continuous accreditation readiness team to assist the accreditation process.
- Announced the next meeting will be held on January 25, 2009.

President's Update – Dr. Ed Gould

President Gould presented a PowerPoint presentation and reported on the status of the District including retirements, Calexico Extended Campus update, grants, 50th Anniversary activities, 2700 Building activities, Foundation update, and reported on Chancellor Jack Scott's comments to the Master Plan Committee.

He reported on the loss of IVC family over the last several weeks which included Professor and Founder of IVC Desert Museum and noted anthropologist Jay C. Von Werhlof, second IVC Foundation Executive Director Ron Schoors, and Financial Aid Officer and IVC Social Organizer Betty Evans.

Trustee Galindo asked how much the Foundation had raised and the amount of scholarships. President Gould stated a report would be given.

ELECTION OF BOARD OFFICERS FOR 2009-2010

Resolution No. 14534: Election of Board Officers for 2009-2010

Discussion

M/S/C Medina/Cardenas for nomination of Trustee Hart for President of the Board. Trustee Hart accepted the nomination. The motion was carried.

M/S/C Galindo nominated Trustee Wong. Trustee Wong declined the nomination.

M/S/C Cardenas/Hart (ABSTAIN: RAMIREZ) for nomination of Trustee Ramirez for Clerk of the Board. Trustee Ramirez accepted the nomination. The motion was carried.

M/S/C Medina/Acuña for nomination of President Gould as Secretary of the Board. The motion was carried.

Resolution

BE IT RESOLVED that the Imperial Community College District Board of Trustees approves the following slate of officers for 2009-2010:

President of the Board - Trustee Jerry Hart

Clerk of the Board - Trustee Rebecca Ramirez
Secretary of the Board - President Gould

DISCUSSION

Annual Board Self-Evaluation – President Gould

President Gould discussed possible agenda items based on the self-evaluations.

Retreat Date – President Gould

President Gould asked if there was a preference on a date for the retreat. The consensus of the Board was to schedule the retreat for February 6, 2010.

Trustee Hart asked if there could be a Board Docs (software for paperless agenda) presentation.

President Gould stated his office would ask for a Board Docs presentation to be given at the Board Retreat.

CONSENT AGENDA – BUSINESS

Trustee Galindo pulled the meeting minutes for November 24, 2009.

M/S/C Cardenas/Wong

Approval of Minutes dated November 18, 2009, Regular Board Meeting

M/S/C Cardenas/Hart (ABSTAIN: Galindo)

Trustee Galindo abstained as she was not present at the meeting.

Approval of Minutes dated November 24, 2009, Special Board Meeting

M/S/C Medina/Wong

Resolution No. 14535: Purchase Orders

BE IT RESOLVED that the Board approves the issuance of purchase orders and direct payments for the month of November 2009 in the amount of \$1,116,344.37.

November 2009

Direct Payments	153,296.70
Purchase Orders	<u>963,047.67</u>
	1,116,344.37

M/S/C Medina/Wong

Resolution No. 14536: Payroll Warrant Orders

BE IT RESOLVED that the Board approves the issuance of the following Payroll Warrants for the month of November 2009.

Date Paid	Fund 10 General Fund	Child Dev.	Bond Fund	Warrant Total
11/10/09	298,062.69			298,062.69
11/30/09	2,656,423.34	43,279.64	11,067.88	2,710,770.86
	2,954,486.03	43,279.64	11,067.88	3,008,833.55

**M/S/C Medina/Wong
Resolution No. 14537: Commercial Warrant Orders**

BE IT RESOLVED that the Board approves the issuance of the following commercial warrant orders for the month of November 2009:

Date Paid	Fund 10 General Fund	Financial Aid	Fund 20 Building Fund	Fund 45 Child Dev.	Fund 80 Bond Fund	Warrant Total
11/5/09	209,877.64				1,441,954.05	1,651,831.69
11/13/09	603,892.20	222,156.58	1,100.00	515.24	130,322.00	957,986.02
11/19/09	106,841.78			150.00	20,595.16	127,586.94
11/25/09	199,813.43				14,181.00	213,994.43
	1,120,425.05	222,156.58	1,100.00	665.24	1,607,052.21	2,951,399.08

**M/S/C Medina/Wong
Resolution No. 14538: Flag Pole Donation**

WHEREAS the College has installed a new flag pole as part of the Parking Lot renovation and landscape project; and

WHEREAS the College has received a request from Mulberry Elementary School for the old flag pole;

NOW, THEREFORE BE IT RESOLVED that the Board approves the donation of the surplus flag pole to the Mulberry Elementary School.

CONSENT AGENDA – EDUCATIONAL SERVICES

Trustee Medina pulled Resolution No. 14539.

**M/S/C Cardenas/Hart (ABSTAIN: Medina)
Resolution No. 14539: Memorandum of Understanding Between Imperial County Fire Department, City of El Centro Fire Department, City of Imperial, City of Brawley Fire Department, City of Calipatria Fire Department, City of Holtville Fire Department, City of Calexico Fire Department, and Winterhaven Fire District to establish a mutual framework governing the joint funding, maintenance and operation of a live-fire burn trailer to train firefighters in live firefighting, primarily funded through Assistance to Firefighters Grant EMW-2008-FR-00358**

BE IT RESOLVED that the Board approves the Memorandum of Understanding between Imperial County Fire Department, City of El Centro Fire Department, City of Imperial, City of Brawley Fire Department, City of Calipatria Fire Department, City of Holtville Fire Department, City of Calexico Fire Department, and Winterhaven Fire District to establish a mutual framework governing the joint funding,

maintenance and operation of a live-fire burn trailer to train firefighters in live firefighting, primarily funded through Assistance to Firefighters Grant EMW-2008-FR-00358 as described in Exhibit A.

M/S/C Cardenas/Medina

Resolution No. 14540: Agreement between Imperial Community College District and the Fire Education Company

BE IT RESOLVED that the Board approves the Agreement between Imperial Community College District and the Fire Education Company as described in Exhibit B.

M/S/C Cardenas/Medina

Resolution No. 14541: Agreement between the County of Imperial (a political subdivision of the State of California) and Imperial Valley College for WIA funding to provide employment and training services for Diesel Mechanic Technician

BE IT RESOLVED that the Board approves the agreement between the County of Imperial and Imperial Valley College for WIA funding to provide employment and training services for Diesel Mechanic Technician as described in Exhibit C.

M/S/C Cardenas/Medina

Resolution No. 14542: Agreement between the County of Imperial and Imperial Valley College for WIA funding to provide employment and training services for Protective Services Technician

BE IT RESOLVED that the Board approves the agreement between the County of Imperial and Imperial Valley College for WIA funding to provide employment and training services for Protective Services Technician as described in Exhibit D.

M/S/C Cardenas/Medina

Resolution No. 14543: Agreement between the County of Imperial and Imperial Valley College for WIA funding to provide employment and training services for Machine and Electronic Repair Technician

BE IT RESOLVED that the Board approves the agreement between the County of Imperial and Imperial Valley College for WIA funding to provide employment and training services for Machine and Electronic Repair Technician as described in Exhibit E.

CLOSED SESSION

M/S/C Medina/Wong to go into CLOSED SESSION at 7:32 p.m.

CLOSED SESSION

1. NEGOTIATIONS UNDER THE EDUCATIONAL EMPLOYMENT RELATIONS ACT
Conference with District Negotiators: John Lau and Travis Gregory
Employee Organization: CSEA Chapter 472
RE: Negotiations

2. NEGOTIATIONS UNDER THE EDUCATIONAL EMPLOYMENT RELATIONS ACT
Conference with District Negotiators: John Lau and Travis Gregory
Employee Organization: IVC Chapter of CCA/CTA/NEA
RE: Negotiations
3. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: 1501 West Imperial Avenue, Calexico, CA 92231
Agency Negotiator: Superintendent/President Dr. Ed Gould and Vice President for Business Services John Lau
Under Negotiation: Will concern price and terms of payment

OPEN SESSION

M/S/C Cardenas/Ramirez to go into OPEN SESSION at 8:13 p.m.

1. Instructions were given to negotiators and the Board will consider adopting offers at next meeting.
2. Instructions were given to negotiators and the Board will consider adopting offers at next meeting.
3. M/S/C Cardenas/Medina to approve agreement and delegate to President the power to finalize and execute agreement on behalf of the Board.
4. Information was provided and direction given to negotiators.

CONSENT AGENDA – HUMAN RESOURCES

Trustee Galindo pulled Resolution Nos. 14548, 14549, 14550, and 14557.

M/S/C Galindo/Medina

Resolution No. 14544: Full-Time temporary, non tenure track, academic personnel

BE IT RESOLVED that the Board approves the recommendation of the Superintendent/President to continue employment for the following full-time temporary, non tenure track, academic personnel (replacement for Rosa Pitones-medical leave) as a Reference Librarian effective December 1, 2009 through December 18, 2009.

Name

Quintana, Helena

Classification/Step

Appropriate Classification and Step Contingent Upon
Verification of Records

M/S/C Galindo/Medina

Resolution No. 14545: Full-Time temporary, non tenure track, categorically grant funded academic personnel

BE IT RESOLVED that the Board approves the recommendation of the Superintendent/President to reemploy the following full-time, temporary, non tenure track, categorically grant funded, academic personnel effective November 23, 2009 through June 30, 2010, pursuant to Resolution No. 14441 and contingent upon funding from the Imperial County Department of Social Services.

<u>Name</u>	<u>Assignment</u>
Esquer, Maria	CalWorks Assessment Counselor
Sigala, Ana Isabel	CalWorks Assessment Counselor

M/S/C Galindo/Medina

Resolution No. 14546: Instructor Employment for Winter Intersession

BE IT RESOLVED that the following instructors be employed for the 2010 Winter Intersession at a salary computed in accordance with Resolution No. 13829. Employment is contingent upon sufficient enrollment.

<u>Name</u>	<u>Assignment</u>
Aye, Tyson	Health Education/Physical Education
Baukholt, Robert	English
Bemis, Roberta	English
Biley, Patti	English
Blek, Craig	Economics
Byrd, Krista	Sociology
Castrapel, Rick	Mathematics
Cozzani, Alejandro	Mathematics
Craven, Julie	English as a Second Language
David, Samuel	Chemistry
Davis, Hope	Music
Davis, Lincoln	English
Decker, Van	Music
Deyo, Jeffrey	Health Education/Physical Education
Dorantes, Kathleen	English
Drury, David	Health Education/Physical Education
Edwards, Aaron	Philosophy
Finnell, Gaylla	Political Science
Fisher, James	Chemistry
Gage-Mosher, Ronald	Psychology
Gilbertson, Thomas	Art
Gilison, Daniel	Biology
Hansink, Todd	Business
Hegarty, Carol	Art
Heumann, Michael	English
Horton, Sidne	Physical Education
Howell, Kevin	English
Kareva, Kseniya	English as a Second Language
Kelly, Nannette	Art
Knaak, Manfred	Anthropology
Lay, Nancy	English
Lehtonen, Eric	Mathematics
Leon, Allyn	Mathematics
Lofgren, Mary	Psychology
McClain, John	English
McNeece, Brian	English
Marcuson, Bruce	Administration of Justice

Mecate, James	Health Education/Physical Education
Miranda, Frank	Air Conditioning & Refrigeration
Morales, Marco	Welding
Morrell, Thomas	Biology
Mosier, Laura	Speech
Nilson, Barbara	Mathematics
Page, Bruce	Speech
Pastrana, Leticia	English as a Second Language
Pauley, Patrick	Biology
Pfister, Toni	Health Education
Ponce, Josefina	English as a Second Language
Pradis, Ricardo	Auto Technology
Rapp, Frank	English
Rice, Sydney	English as a Second Language
Rowley, Deirdre	English
Scheuerell, Edward	English
Shokoufi, Mardjan	Mathematics
Simpson, Scott	English as a Second Language
Solomon, Lisa	History
Staton, Mary	Psychology
Velasquez, Jose	Building Construction
Voldman, Aleksandr	Mathematics
Wainwright, Mary-Jo	History
Wells, Edward	Administration of Justice
White, Kevin	Political Science
Wright, Bradford	History
Zhao, Lianna	Biology
Zielinski, David	English

M/S/C Galindo/Medina

Resolution No. 14547: Adjunct Instructor Employment for Winter Intersession

BE IT RESOLVED that the Board approves the recommendation of the Superintendent/President to employ the following personnel during the winter 2010 Intersession, at the hourly rate provided for in Resolution No. 14438. Employment is contingent upon verification of records, credentials, finger printing clearance and sufficient enrollment, or whether the class is essential to a full-time instructor's load:

<u>Name</u>	<u>Possible Assignment</u>
Agundez, Rebecca	Nursing
Berker, Enola	Allied Health Profession
Canez, Carlos	Math
Castillo, Kelly	Math
Duarte, Carlos	Math
Finnell, Lillian	Personal & Career Development
Fisher, Raenelle	History
Garay, Jeronimo	Math
Hansink, Pamela	Nursing
Holdridge, Mary	Reading

Jimenez, Javier	Electronics
Lerno, Jill	Physical Education
Lewenstein, Jay	English
Mercado-Cortez, Josefina	Personal & Career Development
Moran, Santos	Math
Palacio, John	Physical Education
Perez, Jose	Automotive
Ragland, Lisa	Personal & Career Development
Scott, Norma	Personal & Career Development
Shipman, Kristen	Personal & Career Development
Simon, Darren	English
Soto, Veronica	Personal & Career Development
Spears, Wayne	Personal & Career Development
Sullivan, Terrie	Allied Health Profession/Nursing
Tirado, Xochitl	English
Varela, Ruben	Math
Vega, Olga	Personal & Career Development

M/S/C Wong/Hart

Resolution No. 14548: Classified Confidential Service Employment

Discussion

Trustee Galindo asked if this was a new or vacated position. President Gould stated it was a replacement position through retirement.

Resolution

BE IT RESOLVED that the Board approves the recommendation of the Superintendent/President to employ the following personnel upon successful completion of all applicable pre-employment clearances:

<u>Name</u>	<u>Position</u>	<u>Department</u>	<u>Funding</u>	<u>Range</u>	<u>Effective</u>
Enriquez,	Payroll	Business	District	5-2	01/04/10
Susana	Coordinator	Services			

M/S/C Hart/Wong

Resolution No. 14549: Classified Service Employee Reclassifications

Discussion

Trustee Galindo asked what the fiscal impacts of the positions were and asked the reasons for the District not waiting until the District is fiscally sound. President Gould answered by stating the employees had been working out of classification for a period of time.

Resolution

BE IT RESOLVED that the Board approves the recommendation of the Superintendent/President to reclassify the following classified employees effective July 1, 2010.

BE IT FURTHER RESOLVED that the Board approves the Memorandum of Understanding (MOU) signed between the District and CSEA on December 9, 2009 regarding the two employees noted below:

<u>Name</u>	<u>Present Classification</u>	<u>New Classification</u>
Madrid, Gina	Student Services Technician Range 13, 12 Month, 100% District Funded	Parking Control Officer Range 18, 12 Month, 100% District Funded
Grijalva, Patricia	Library Tech II Range 12, 12 Month, 100% District Funded	Library Tech III- Technical Process Range 14, 12 Month, 100% District Funded

M/S/C Ramirez/Wong
Resolution No. 14550: Classified Service Position Reclassification

Discussion

Trustee Galindo asked what the fiscal impact of the position was to the District. President Gould stated this was a downgrade of the position.

Resolution

BE IT RESOLVED that the Board approves the recommendation of the Superintendent/President to reclassify the following classified position effective December 17, 2009 as follows:

<u>Name</u>	<u>Present Classification</u>	<u>New Classification</u>
Vacant	Accounting Technician Range 15, 12 Month, 100% District Funded	Cashier Range 11, 12 Month, 100% District Funded

M/S/C Wong/Ramirez with correction on effective date 11/25/09-2/26/10
Resolution No. 14551: Classified Short-Term Employment

Discussion

Trustee Galindo asked if the position was new. President Gould stated it was a new, categorical position through a grant. Dean Huerta spoke and stated that the Adult Development Specialist provides training, services on teaching, and participants would take full advantage of wrap-around services. He stated the position was written into the grant. President Gould stated these are short term grants. President Gould stated when there is a position of this type; he has asked that the position be merged with current employees.

Trustee Ramirez asked for clarification on the effective date.

Trustee Galindo asked if the job could be offered to those employees being laid off.

President Gould stated that the job would be offered

Resolution

BE IT RESOLVED that the Board approves the recommendation of the Superintendent/President to employ the following personnel:

<u>Name</u>	<u>Position</u>	<u>Department</u>	<u>Funding</u>	<u>Range</u>	<u>Effective</u>
Paez, Jennifer	Adult Development Specialist	Applied Science	Categorical	19-1	11/25/09-2/26/10

M/S/C Galindo/Medina

Resolution No. 14552: Volunteer Employment Approval

BE IT RESOLVED that the Board approves the recommendation of the Superintendent/President to employ Kathie Westerfield as a volunteer Student Module Banner Consultant who shall be covered by Workers' Compensation Insurance effective October 2, 2009 through June 30, 2010.

BE IT FURTHER RESOLVED that thanks be hereby extended to Kathie Westerfield for volunteering in the Admissions & Records Department and for her contribution to Imperial Valley College.

M/S/C Galindo/Medina

Resolution No. 14553: Volunteer Employment Approval

BE IT RESOLVED that the Board approves the recommendation of the Superintendent/President to employ Juan C. Sandoval as a volunteer H.V.A.C. Apprentice who shall be covered by Workers' Compensation Insurance effective January 4, 2010 through February 26, 2010.

BE IT FURTHER RESOLVED that thanks be hereby extended to Juan C. Sandoval for volunteering in the Maintenance & Operations Department and for his contribution to Imperial Valley College.

M/S/C Galindo/Medina

Resolution No. 14554: Personal Leave of Absence

BE IT RESOLVED the Board approves the recommendation of the Superintendent/President to approve an initial request for a personal leave of absence for Charles Mason, American Sign Language Instructor, effective November 25, 2009 through the end of the Fall 2010 Semester, without pay, and the employee has requested that the District maintain his health and welfare benefit, in accordance with Article 6.10 of the current Agreement between the Imperial Community College District and the Imperial Valley College Chapter of the CCA/CTA/NEA.

M/S/C Galindo/Medina

Resolution No. 14555: Faculty Resignation

BE IT RESOLVED upon the recommendation of the Superintendent/President that the Board accepts, with sincere regret, the resignation of John Agee, Instructor of Sociology, effective June 14, 2010.

BE IT FUTURE RESOLVED that sincere appreciation be expressed for his four years of devoted service to Imperial Valley College.

M/S/C Galindo/Medina
Resolution No. 14556: Administrative Resignation

WHEREAS, Gonzalo Huerta has submitted a request to retire prior to the contractual end of his current employment agreement; and,

WHEREAS, Gonzalo Huerta has requested that the retirement be effective February 1, 2010; and,

WHEREAS, Imperial Community College District wishes to accommodate Mr. Huerta's wishes with the needs of the District;

THEREFORE, BE IT RESOLVED that the Board accepts, with sincere regret, the retirement of Gonzalo Huerta, Dean of Renewable Energy, effective February 1, 2010;

BE IT FURTHER RESOLVED that the Board shall pay to Mr. Huerta a settlement in an amount equal that required to purchase (1) year of additional service credit plus applicable taxes (approximately \$54,000) and any additional provisions memorialized in a binding agreement with said terms of settlement and in consideration of the promises contained therein;

BE IT FURTHER RESOLVED that the Superintendent/President is authorized to enter into a binding agreement which contains the general terms authorized by this resolution;

BE IT FURTHER RESOLVED that sincere appreciation is expressed to Mr. Huerta for his 10 years of service with Imperial Valley College.

M/S/C Ramirez/Cardenas
Resolution No. 14557: Reduction of Classified Service

Discussion

Trustee Galindo wants to be assured that the reduction is not the loss of a job. President Gould stated one is a transfer and the other has bumping rights.

Resolution

WHEREAS, Resolution No. 14522 terminated the lease agreement for the El Centro extended center; and

WHEREAS, due to a lack of work or a lack of funds, the Governing Board of the Imperial Community College District finds it necessary and in the best interest of the District to eliminate and reduce the remaining classified services at the El Centro center as specified below:

1. Administrative Secretary - El Centro (one Full-time vacant position)
2. Student Services Representative - El Centro (one Full-time position)

NOW THEREFORE, BE IT RESOLVED that these classified positions of the District shall be discontinued and reduced.

BE IT FURTHER RESOLVED that the Superintendent/President or his designee is authorized and directed to give notice of layoff to the affected employees and to the appropriate exclusive bargaining representative not later than 45 calendar days prior to the effective date of layoff.

ADJOURNMENT

M/S/C Wong/Hart to ADJOURN the meeting at 8:28 p.m.

The next regular meeting of the Imperial Community College District Board of Trustees is scheduled for **WEDNESDAY, JANUARY 20, 2010, AT 6:00 P.M.** in the **Administration Board Room located in Building 10.**

Adopted this ____ day of December 2009.

ICCD Board President

ICCD Board Secretary

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN
IMPERIAL COUNTY FIRE DEPARTMENT,
CITY OF EL CENTRO FIRE DEPARTMENT, CITY OF IMPERIAL, CITY OF BRAWLEY FIRE
DEPARTMENT, CITY OF CALIPATRIA FIRE DEPARTMENT, CITY OF HOLTVILLE FIRE
DEPARTMENT, CITY OF CALEXICO FIRE DEPARTMENT AND WINTERHAVEN FIRE DISTRICT

I. PURPOSE:

The purpose of this Memorandum of Understanding (MOU) is to establish a mutual framework governing the joint funding, maintenance and operation of a live-fire burn trailer to train firefighters in live firefighting, primarily funded through Assistance to Firefighters Grant EMW-2008-FR-00358. In addition, this MOU will provide an understanding of responsibilities, cooperation and training activities used in conjunction with burn trailer between the IMPERIAL COUNTY FIRE DEPARTMENT, CITY OF EL CENTRO FIRE DEPARTMENT, CITY OF IMPERIAL, CITY OF BRAWLEY FIRE DEPARTMENT, CITY OF CALIPATRIA FIRE DEPARTMENT, CITY OF HOLTVILLE FIRE DEPARTMENT, CITY OF CALEXICO FIRE DEPARTMENT, and WINTERHAVEN FIRE DISTRICT referred to as the "Partnering Agencies". Moreover, this MOU will provide an understanding of responsibilities, cooperation, training activities and operating costs for regional parties desiring to use the burn trailer other than Partnering Agencies, referred to as "Non-Partnering Agencies", currently IMPERIAL VALLEY REGIONAL OCCUPATIONAL PROGRAM, IMPERIAL VALLEY COLLEGE, SALTON CITY COMMUNITY SERVICES DISTRICT and NAVAL AIR FACILITY.

Both Partnering Agencies and Non-Partnering Agencies agree that in addition to this MOU, the Standard Operating Procedures pursuant to burn trailer will be strictly adhered to at all times. This MOU is made and entered into pursuant as follows:

II. AUTHORITY:

a. Award by Federal Emergency Management Agency, U.S. Department of Homeland Security, of Assistance to Firefighters Grant EMW-2008-FR-00358.

b. Imperial County Board of Supervisors Minute Order #8 dated August 18, 2009.

III. BACKGROUND:

In 2008, the Imperial County Fire Department developed a plan to provide its firefighters with a live fire training program. This plan included the purchase of a live fire multi-training simulator which provides the safest methods for delivering live fire training. The Imperial County Fire Department applied for federal Department of Homeland Security, Federal Emergency Management Agency (FEMA) Grant EMW-2008-FR-00358 through the Assistance to Firefighters Grants for the purchase of the burn trailer which would be the cornerstone of this project. The Assistance to Firefighters Grant EMW-2008-FR-00358 was awarded to the Imperial County Fire Department. It is funded by a Federal share of \$309,120 (80%) with a matching cost of \$77,280 (20%). The matching cost is to be shared by all participating agencies based upon population. (Article IV). The Imperial County Board of Supervisors has awarded the contract for the live fire multi-training simulator to Fire Blast 451.

IV. GRANT COST SHARING:

In accordance with the FEMA program guidance for this Assistance to Firefighters Grant, it is the responsibility of Imperial County Fire Department as the host agency to fund all matching costs and recover the funds from partnering agencies. To meet the provisions of FEMA's program guidance, all Partnering and Non-Partnering Agencies agree to reimburse Imperial County Fire Department their agency share within 90 days of final approval of this MOU. Each agency will contribute the following amounts:

Agencies	Amounts
Brawley Fire Dept.	\$ 6,224
Calexico Fire Dept.	\$ 9,096
Calipatria Fire Dept.	\$ 1,895
El Centro Fire Dept.	\$ 10,193
Holtville Fire Dept.	\$ 2,500
City of Imperial	\$ 2,871
County of Imperial Fire Dept.	\$ 9,501
Winterhaven Fire Dist.	\$ 2,500
Imperial Valley ROP	\$ 2,500
Imperial Valley College	\$ 25,000
Salton City Community Svc. Dist.	\$ 2,500
Naval Air Facility	\$ 2,500
Total	\$ 77,280

V. ADMINISTRATION

A. Project Administrator. The Fire Chief of the Imperial County Fire Department shall designate the Project Administrator. The Project Administrator shall maintain a master schedule for burn trailer along with any maintenance records or related correspondence

B. Administrative Support. Each Partnering Agency shall provide at minimum one person for administrative support for the project

C. Invoices and Payments. The Project Administrator shall be responsible for all invoices and the collection of any related payments from both Partnering Agencies and NonPartnering Agencies.

D. Coordination of Business Activities. The Project Administrator or designee(s) shall coordinate business activities with all vendors, agents and contractors.

VI. RESPONSIBILITIES OF PARTNERING AGENCIES:

A. Agree to participate in the administration of the project.

B. Agree to pay a proportionate share of all costs associated with the performance of this agreement within 90 days of the date each invoice is mailed.

C. Agree to coordinate movement and usage through the Project Administrator. When practical, Partnering Agencies shall provide the Project Administrator with thirty days notice prior to requesting movement of burn trailer.

D. Agree to pay each time for all related costs associated with usage of the burn trailer which shall be done directly by the Partnering Agency using the burn trailer.

E. Agree to participate in the development of policies and procedures relating to risk management that are designed to enhance safety and reduce exposure to liability to Partnering Agencies.

F. Agree to participate in training activities designed to enhance safety and reduce exposure to liability to Partnering Agencies while strictly adhering to the adopted Standard Operating Procedures.

G. Agree to assume sole responsibility for all liabilities or damages to persons or property that occur or arise in any way out of the acts or omissions of its officers, officials, agents, employees and volunteers in connection with the performance of the MOU or use of burn trailer while in the possession of the training unit.

H. Agree to indemnify, defend, and hold harmless the other Partnering Agencies including their officers, officials, agents, employees and volunteers, from any and all claims, costs (including reasonable attorney's fees), losses, and judgments arising out of the negligent acts or omissions of that Partnering Agency or of that Partnering Agency's officers, officials, employees and volunteers in connection with the performance of this MOU or use of the burn trailer while in the possession of the training unit.

I. Agree to pay a proportionate share of the annual maintenance costs and any identified required safety-related repairs not covered under the annual maintenance agreement.

J. Form a committee to monitor implementation of this MOU and the mobile trailer fire fighting training program. The committee will be composed of one representative chosen by each Partnering Agency and an alternate, and will meet quarterly and be subject to the Brown Act.

VII. RESPONSIBILITIES OF NON-PARTNERING AGENCIES

A. Agree to all terms and conditions of the Use Agreement which requires the signature of a responsible party for the agency, school, etc. prior to the scheduling of usage

B. Agree to pay all costs associated with the performance of the Use Agreement within 60-days of the date each invoice is mailed.

C. Agree to coordinate movement and usage through the Project Administrator. Non-Partnering Agencies shall provide the Project Administrator with sixty days notice prior to requesting use of the burn trailer. The burn trailer shall only be made available to Non-Partnering Agencies when the master schedule indicates the training unit is not currently being used or is scheduled to be used by a Partnering Agency.

D. Agree to pay each time for all related costs associated with usage of the burn trailer. Related costs shall include, but not be limited to, delivery, operator wages, set up, operating costs,

training supplies, breakdown, pickup and maintenance fee of the burn trailer.

E. Agree to return the burn trailer in the same condition as when picked up from one of the agencies.

F. Agree to use only those qualified for the positions of Instructor of Record and Safety Officer as defined in the Standard Operating Procedures.

G. Agree to participate in training activities designed to enhance safety and reduce exposure to liability while strictly adhering to the adopted Standard Operating Procedures.

H. Agree to assume sole responsibility for all liabilities or damages to persons or property that occur or arise in any way out of the acts or omissions of its officers, officials, agents, employees and volunteers in connection with the performance of the Use Agreement or use of the burn trailer while in the possession of the training unit.

I. Agree to indemnify, defend, and hold harmless the Partnering Agencies including their officers, officials, agents, employees and volunteers, from any and all claims, costs (including reasonable attorney's fees), losses, and judgments arising out of the negligent acts or omissions of that Non-Partnering Agency or of that Non-Partnering Agency's officers, officials, employees and volunteers in connection with the performance of the Use Agreement or use of the burn trailer while in the possession of the training unit.

VIII. RESPONSIBILITY FOR DAMAGE, LIABILITY AND USE

A. Responsibility. Each Partnering Agency and Non-Partnering Agency using burn trailer agrees to assume sole responsibility for all liabilities or damages to persons or property that occur or arise in any way out of the acts or omissions of its officers, officials, agents, employees and volunteers in connection with the performance of the Use Agreement or use of the burn trailer while in the possession of the training unit.

B. Insurance Deductibles. In the event that any Partnering Agency or Non-Partnering Agency using burn trailer incurs insured loss related to the performance of this MOU or the Use Agreement while in the possession of burn trailer, that Partnering Agency or Non-Partnering Agency shall be solely responsible for the payment of any deductibles relating to such insured loss.

C. Uninsured Loss. In the event that any Partnering Agency or Non-Partnering Agency using the burn trailer sustains a claim, loss or becomes a party to litigation relating to the performance of this MOU or the Use Agreement while in the possession of the burn trailer, and such claim, loss or litigation is excluded from coverage under the Partnering Agency's insurance or Non-Partnering Agency's insurance or exceeds the policy's limitation of coverage, that Partnering Agency or Non-Partnering Agency is solely responsible for all costs and expenses not assumed by the insurance carrier.

D. Use of The Burn Trailer. The burn trailer is intended to be used by both Partnering Agencies and Non-Partnering Agencies who agree to all provisions of the Use Agreement including, but not limited to, associated fees, training activities designed to enhance safety, and strict adherence to the adopted Standard Operating Procedures for the operational use of the burn trailer. Use of the burn trailer by other agencies while in the possession of a Partnering Agency shall be

pursuant to the provisions in Article VI, Responsibilities of Partnering Agencies.

IX. MAINTENANCE OF THE BURN TRAILER.

Partnering Agencies agree that the burn trailer shall receive all of the required maintenance as per Fireblast, 451, Inc. recommendations. In addition, Partnering Agencies agree that “user daily maintenance,” “user monthly maintenance” and “user storage for more than 60 days of no use” as defined in the Required Maintenance and Operation Cost section be the responsibility of the Partnering Agency in possession of the burn trailer at the time of the required maintenance. Moreover, annual maintenance as defined in the Required Maintenance and Operation Cost section shall be conducted as per the manufacturer’s recommendations. Additionally, it shall be the responsibility of each Partnering Agency to pay a proportionate share of the annual maintenance costs and any identified required safety-related repairs not covered under the annual maintenance agreement. Annual maintenance, safety-related repairs or general repairs or upgrades may be offset by use of maintenance funds collected through Use Agreement(s) from Non-Partnering Agency(ies). The Project Administrator shall maintain, store and share all maintenance records for the burn trailer.

X COOPERATION

The Partnering Agencies shall fully and completely cooperate with one another in good faith at all times so that the terms and spirit of this MOU may be fully implemented. This MOU shall be interpreted and not weighted in favor of or against any Partnering Agency.

XI. TERM/WITHDRAWAL AND TERMINATION

A. Term. The initial term of the MOU shall commence upon the receipt of the final signature of the Partnering Agencies and continue for a period of two (2) years. Thereafter, it shall automatically renew in one-year increments, unless agreed otherwise by the Partnering Agencies.

B. Withdrawal.

1. Right to Withdraw. After the initial term of the Agreement as set forth in Article XI, Section A, any party with the exception of Imperial County Fire Department may withdraw from this MOU by giving notice to the other Partnering Agencies at least four months prior to the end of the fiscal year. The withdrawal will become effective upon the beginning of the fiscal year following the four-month notice period.

2. Liabilities Related to Withdrawal. Any Partnering Agency withdrawing from this Agreement relinquishes any and all rights to funds, equipment or materials procured by the Partnering Agencies pursuant to this MOU. Any Partnering Agency withdrawing from this Agreement shall pay its share of all invoices for costs and expenses incurred prior to withdrawal.

3. No Termination Agreement. The withdrawal of any Partnering Agency will not terminate the MOU and the remaining Partnering Agencies shall continue to be subject to this MOU.

C. Termination Of The Project. After the expiration of the initial term of the MOU as set forth in Article XI, Section A, this MOU may be terminated by agreement of all Partnering Agencies participating at least four months prior to the end of the fiscal year. The termination will become

effective upon the end of the fiscal year following the four month notice period. Upon termination, the project assets shall be relinquished to the Imperial County Fire Department for the purpose of maintenance and training materials.

D. Admitting Additional Departments to Partnering Agencies. Additional departments may be added to this MOU upon the unanimous approval of the existing Partnering Agencies. Any newly admitted department or agency shall sign a statement agreeing to be bound by the terms of this MOU for the remaining term of the MOU.

XII. MODIFICATIONS

No changes or modifications of this MOU shall be valid or binding upon any Partnering Agency, unless such changes or modifications are in writing and approved by all existing Partnering Agencies.

XIII. NOTICES

All notices required to be given under this MOU shall be delivered to the written official recognized address of the Partnering Agency. Notices sent by registered mail shall be deemed served when properly deposited in the U.S. Mail.

Imperial County Fire Department
1078 Dogwood Rd.
Heber, CA. 92249

City of El Centro Fire Department
775 State St.
El Centro, CA 92243

City of Imperial
2514 LaBrucherie Rd.
Imperial, CA. 92251

City of Brawley Fire Department
815 Main St.
Brawley, CA 92227

City of Calipatria Fire Department
125 Park St.
Calipatria, CA 92233

City of Holtville Fire Department
121 W. 5th St.
Holtville, CA 92250

City of Calexico Fire Department
430 E. 5th St.
Calexico, CA 92231

Winterhaven Fire District
495 3rd Ave.
Winterhaven, CA 92283

XIV. ASSETS

All property and assets acquired by any Partnering Agency to enable it to perform the services required under this Agreement shall be the property of that agency.

XV. BENEFIT OF PARTIES ONLY

This Agreement is entered into solely for the benefit of the Partnering Agencies, and shall confer no benefits, direct or implied, on any third party.

XVI. INTEGRATION

This Agreement contains all of the terms and conditions agreed upon by the Partnering Agencies. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall exist or bind any of the Partnering Agencies.

XVII. COUNTERPARTS

This Agreement may be executed in counterparts.

XVIII. NON-EXCLUSIVE AGREEMENT

The Partnering Agencies shall not be precluded from entering into similar agreements with other municipal corporations.

XIX. SEVERABILITY

Should any part, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected and shall continue in full force and effect.

XX. MEDIATION

The Partnering Agencies agree that, if a dispute arises as to the interpretation or operation of this Agreement that is not resolved through the Partnering Agencies, the dispute is required to be submitted to nonbinding mediation. Such mediation must be concluded in its entirety before any Partnering Agency may file suit. Selection of the Mediator shall be by mutual agreement between disputants.

XXI. ENFORCEMENT

Should any Partnering Agency bring suit against another Partnering Agency to enforce any provision of this Agreement or to redress any breach thereof, the prevailing Partnering Agency in such litigation shall be entitled to recover its costs and reasonable attorney's fees.

XXII. JURISDICTION AND VENUE

Jurisdiction and venue for any dispute arising under this Agreement shall be in Imperial County, California.

XXIII. CONSTRUCTION

This Agreement is to be governed by the laws of the State of California.

XXIV. EFFECTIVE DATE

This Agreement becomes effective upon the date of the last approving signature and will remain in effect with the provisions of this Agreement.

XXV. ACCEPTANCE OF AGREEMENT

EXHIBIT B

AGREEMENT BETWEEN
IMPERIAL COMMUNITY COLLEGE DISTRICT
AND
THE FIRE EDUCATION COMPANY

This Agreement is made and entered into as of the date last written below by and between the Imperial Community College District, P.O. Box 158, Imperial, CA 92251-0158, hereinafter referred to as the DISTRICT and The Fire Education Company, 1278 Glenneyre #190, Laguna Beach, CA 92651-3103, hereinafter referred to as FEC.

WITNESSETH:

WHEREAS, Public Law 94-482, California code of Regulations Title V and California Education Code allow a community college district to contract with a public or private agency to provide instruction; and,

WHEREAS, FEC is a company designed to develop and teach safety, fire education and training throughout California; and,

Whereas, one method of meeting this objective is through training and education of students in online classes; and,

WHEREAS, the DISTRICT has an interest in furthering this objective by offering training and education courses online; and,

WHEREAS, the DISTRICT has formally requested the assistance of FEC to provide one or more online courses; and,

WHEREAS, FEC, through the Agreement, would provide an FEC employee to act as a member of the Fire Technology staff at Imperial Valley College, and provide liaison between Imperial Valley College and FEC;

NOW, THEREFORE, in consideration of the aforementioned premises, the parties hereto agree as follows:

A. THE FEC SHALL:

1. Provide to the DISTRICT an FEC training officer who will sign an Instructor Agreement, be approved by the DISTRICT and meet the qualifications required by the DISTRICT, and is under the immediate supervision and control of an employee of the DISTRICT (as defined in Title V of the California Code of Regulations) who has met the minimum qualifications for instruction in fire safety and education in a California community college for the academic year, beginning July 1, 2009 and ending June 30, 2010.
2. Together with the DISTRICT, coordinate, upon request, any of the DISTRICT'S Fire Technology courses that are taught online. This to include all coordination with other agencies, public or private, that may also be doing online training for the DISTRICT
3. Develop with the DISTRICT a course listing and schedule by February 1 for the

DISTRICT'S fall classes and September 1 for the DISTRICT's spring classes each year, along with any instructor requirements.

4. Within 30 days of the conclusion of each class, invoice the DISTRICT at the rate of \$3.00 per hour per student. The normal 3 unit semester length course is calculated at 48 hours plus 3 hours for the final exam for a total of 51 hours, based on enrollment on census date.

B. THE DISTRICT SHALL:

1. Provide reimbursement at the rates established in paragraph A.4 above.
2. Reimburse FEC within 90 days of the receipt of invoice.

C. IT IS FURTHER AGREED THAT:

1. Class size shall have no minimum.
2. Either party may terminate this Agreement at any time with cause or at the end of a semester without cause upon 60 days written notice, provided each party agrees to reimburse the other party for any work performed prior to the termination date.
3. Neither the DISTRICT nor FEC receives full funding for the instruction from the State or other sources.
4. FEC, in order to protect the DISTRICT, the Board of Governors of the California Community Colleges, and the State of California agents, employees and officers against claims and liability for death, injury, loss, and damage arising out of or in any manner connected with the performance and operation of the terms of this Agreement, shall secure and maintain in force during the entire term of this Agreement, an insurance policy in the amount of not less than one million dollars (\$1,000,000.00) per incident, and property damage insurance of not less than one hundred thousand dollars (\$100,000.00) per accident with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California. Said policy of insurance shall expressly name the DISTRICT, the Board of Governors of California Community Colleges, and their agents, employees and officers as an additional insured. A copy of said policy shall be furnished to the DISTRICT.
5. Nothing herein shall be construed as obligating DISTRICT or FEC to expend, or as involving the Imperial County in any contract or other obligation for future payment of, money in excess of appropriations authorized by law.
6. The financial arrangements defined herein may be adjusted annually by a duly adopted written amendment to this Agreement

D. TERM OF AGREEMENT:

1. July 1, 2009 through June 30, 2010

E. PERSONS RESPONSIBLE FOR IMPLEMENTATION OF THIS AGREEMENT:

- | | | | |
|----|----------|-------------------|---------------------|
| 1. | FEC | Daniel P. Coffman | Phone: 949.499.2126 |
| 2. | DISTRICT | Justina Aguirre | Phone: 760.355.6348 |

F. INDEMNIFICATION:

1. The DISTRICT and FEC agree to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omission of the indemnifying party.

G. NON-DISCRIMINATION

1. FEC assures the DISTRICT that it shall not discriminate against any person, in any aspect of education or employment, regardless of race, color, ancestry, religion, gender, national origin, age, mental or physical disability, medical condition, status as a Vietnam-era veteran, marital status, or sexual orientation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

AGREEMENT FOR SERVICES

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

WITNESSETH

6
7 **WHEREAS**, COUNTY under the authority of the Federal Workforce Investment Act
8 (20USC 9201 et. seq. Public Law 105-220, 112, Statute 936), hereinafter referred to as "WIA" or
9 "the Act", has made application for and has been designated by the State as a Workforce Investment
10 Area for employment and training programs in Imperial County under said Act; and

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

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

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

22 **WHEREAS**, AGENCY has made application for WIA funding from the COUNTY to
23 provide employment and training services for **Diesel Mechanic Technician**; and

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

26 **WHEREAS**, COUNTY desires to contract with AGENCY to render certain employment and
27 training services; and
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AGENCY herein.

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- 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.

1 3.11. AGENCY represents and warrants that any errors in its services provided hereunder
2 shall be corrected at no additional charge to COUNTY.

3 3.12. **RETENTION AND ACCESS OF BOOKS AND RECORDS**

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

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

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

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

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

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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. FISCAL

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

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- 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 Bulletin 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.

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4. **TERM OF AGREEMENT**

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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 aforesated date, or if funds appropriated by the COUNTY to AGENCY are exhausted before the aforesated 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. **COMPENSATION**

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**

1 shall not exceed one hundred twelve thousand four hundred twenty-eight dollars and
2 no cents (\$112,428.00). It is understood that all payments pursuant to this Agreement
3 shall only be from approved employment and training services funds received
4 pursuant to Public Law 105-220 the "Workforce Investment Act". All payments to
5 AGENCY under this Agreement are contingent upon the COUNTY receiving WIA
6 monies as designated in its approved WIA Plan. In addition, the parties understand
7 and agree that the COUNTY shall not honor or process for payment to AGENCY
8 any reimbursement claims for services provided pursuant to this Agreement unless
9 and until AGENCY has submitted to the COUNTY all such claims for prior year
10 Agreements and expenditures.

11 **5.2.** Except as provided under Paragraphs 5.1, COUNTY shall not be responsible to pay
12 AGENCY any compensation, out of pocket expenses, fees or other remuneration.

13 **5.3.** Said compensation and out of pocket expenses shall be paid to AGENCY by
14 COUNTY in accordance with Paragraph 5.4, 5.5 and 5.6. However, said payment
15 shall not be due and payable until such time as AGENCY has provided COUNTY
16 with a monthly service statement as described under Paragraph 5.4 herein.

17 **5.4.** AGENCY shall issue monthly service statements (one (1) original plus two (2)
18 copies) to COUNTY, which shall specifically itemize all out of pocket expenses and
19 work performed for each said period. Said statements must meet with the approval
20 of COUNTY and be **received** by COUNTY no later than the 10th day of every
21 month following that for which the subject work was performed. Monthly
22 claims/billings shall be properly prepared and accurately charge expenses/fees
23 earned as provided for herein. AGENCY shall not consider such claims/billings
24 based merely on budget amounts owed, and not include in any monthly
25 reimbursement claim/billing submitted any charge which is not an actual expenditure
26 or earned charge. AGENCY must possess documentation showing proof of payment
27 or invoices or purchasing orders supporting encumbrances for all expenditures
28 reported on cost reimbursement contracts or documentation showing proof of

1 performance for amounts billing on fixed unit price contracts in accordance with
2 **Exhibit "A"** of this document. AGENCY further assures that it will not claim
3 monthly administrative expenditures in excess of the allowable percentage of non-
4 administrative costs. Refer to **Exhibit "B"** (Budget) for all allowable administrative
5 limits.

6 Monthly reimbursements will be made to AGENCY by the COUNTY
7 according to information provided on monthly reimbursement claim/billing forms.
8 Final request for reimbursement/payment shall be submitted no later than June 30,
9 2010 or 30 days after the contract period ends, if contract ends prior to June 30,
10 2010. Claim submitted after this time will not be paid. AGENCY's accounting
11 records shall include, as a minimum, a special revenue or trust fund specifying cash
12 on-hand, revenue earned and expenditures incurred under this contract. Such records
13 shall account for all expenditure items included in monthly reimbursement claims,
14 and each such expenditure item shall be supported by documentation showing actual
15 expenditures.

16 **5.5.** Invoices clearly indicating the period, for which the bill is made, shall be submitted
17 to:

18 Imperial County Workforce Development Office
19 Attn: ICWDO Director
20 2695 S. 4th Street, Building D
21 El Centro, CA 92243

22 **5.6.** Service statements shall be paid in accordance with **Exhibit "A"** and upon
23 COUNTY's receipt, review and approval of the same.

24 **5.7.** AGENCY acknowledges COUNTY is under no obligation to compensate AGENCY
25 for services rendered or expenses accrued under this Agreement not authorized by
26 COUNTY.

27 **5.8.** If COUNTY requires work in addition to that defined in the Scope of Work,
28 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.

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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 Funding Authorization

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. ACCOUNTING REQUIREMENTS - SPECIAL PROVISIONS

AGENCY agrees at all times during the term of this Agreement to provide for and maintain

1 proper accounting records in compliance with the reimbursements of the provisions of Paragraph 5
2 of this Agreement. Further, AGENCY agrees, in the event of failure of AGENCY to account for its
3 WIA funds, that the COUNTY will give AGENCY a notice of non-compliance with ten (10) days in
4 which to initiate corrective action, that the COUNTY may immediately and unilaterally terminate
5 this Agreement if said action is not taken at any time thereafter, upon written notice of such
6 termination by the COUNTY.

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

12 **7. AUDIT EXCEPTIONS - SPECIAL PROVISIONS**

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

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

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

26 **8. DISPUTES REGARDING RESPONSIBILITIES UNDER AGREEMENT**

27 Any disputes which may arise regarding the respective responsibilities of the PARTIES to
28 this Agreement shall be resolved using the approved grievance procedure for subgrantees. AGENCY

1 may put a matter in dispute by submitting a written notice to the COUNTY's ICWDO Director,
2 which notice shall indicate the specific matter involved.

3 **9. PARTICIPANT PERSONNEL RECORDS**

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

7 **10. OUT-OF-COUNTY TRAVEL**

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

15 **11. SCHOOL DISTRICTS**

16 If AGENCY in this Agreement is a school district, AGENCY further assures COUNTY that
17 it will provide all services pursuant to this Agreement in strict compliance with the provisions of
18 California Education Code Sections 45105, 45117, and 45308. If AGENCY in this Agreement is a
19 community college school district, AGENCY shall provide all services pursuant to this Agreement
20 in strict compliance with the provisions of California Education Code Sections 88005, 88017, and
21 88127.

22 **12. COUNTY RESPONSIBILITIES**

23 COUNTY will:

- 24 (a) Develop, obtain approvals for, modify, and maintain a WIA Plan for Imperial
25 County, which Plan shall encompass all employment and training services
26 maintained under WIA within Imperial County.
27 (b) Request, receive and administer all WIA funds within Imperial County.
28 (c) Fund, oversee and monitor Imperial County WIA funded programs.

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- (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.

16 **13. INDEMNIFICATION**

17 **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.

24 **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:

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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.

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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. **INDEPENDENT CONTRACTOR**

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, including its employees and 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. **INSURANCE REQUIREMENTS**

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:

<u>Insurance</u>	<u>Minimum Limit</u>
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	\$1,000,000
(owned, hired & non-owned vehicles)	(per person)
	\$1,000,000
	(per accident)
	\$1,000,000
	(per property damage claim)

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(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 an "excess only" clause which require the exhaustion of other insurance prior to providing coverage.
 4. Does not contain an "escape clause" which extinguishes the insurer's liability if the loss is covered by other insurance.
 5. Includes COUNTY as an additional insured.

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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.

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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. ASSIGNMENTS AND SUBCONTRACTS

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. NON-DISCRIMINATION

During the performance of this Agreement, AGENCY shall not discriminate, harass or allow

1 harassment against any employee or applicant for employment or employee of COUNTY or member
2 of the public because of sex, race, color, ancestry, religious creed, national origin, physical disability
3 (including HIV and AIDS), mental disability, medical condition (cancer), age (over forty (40)),
4 marital status and denial of family care leave. AGENCY shall insure that the evaluation and
5 treatment of their employees and applicants for employment are free from such discrimination and
6 harassment. AGENCY shall comply with the provisions of the Fair Employment and Housing Act
7 (Gov. Code §12990 et seq.) and the applicable regulations promulgated thereunder (California Code
8 of Regulations, Title 2, Section 7285 et seq.) are incorporated into this Agreement by reference and
9 made a part hereof as if set forth in full. The applicable regulations of Section 504 of the
10 Rehabilitation Act of 1973 (29 U.S.C. §794 (a)) are incorporated into this Agreement by reference
11 and made a part hereof as if set forth in full. AGENCY shall abide by the Federal Civil Rights Act
12 of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to
13 said Act. AGENCY shall also abide by the American Disabilities Act and all amendments thereto,
14 and all administrative rules and regulations issued pursuant to said Act. AGENCY shall give written
15 notice of their obligations under this clause to labor organizations with which they have a collective
16 bargaining or other agreement. AGENCY shall include the nondiscrimination and compliance
17 provisions of this clause in all subcontracts to perform work under this Agreement.

18 **20. PROPERTY PROCUREMENT**

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

23 **21. BINDING**

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

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22. NOTICES

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:

AGENCY:
Imperial Valley College
308 East Aten Road
Imperial, CA 92251

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

24.1 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.

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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.

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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.

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COUNTY OF IMPERIAL

AGENCY

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WALLY LEIMGRUBER, Chairman
Imperial County Board of Supervisors

Dr. ED GOULD, Superintendent/President
Imperial Valley College

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ATTEST:

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

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APPROVED AS TO FORM:

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MICHAEL L. ROOD
County Counsel

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MONICA I. DE LA HOYA
Deputy County Counsel

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**AGENCY: IMPERIAL VALLEY COLLEGE
(Diesel Mechanic Technician)**

CONTRACT: 09-1659292-525010/09-1659292-525010

**PROGRAM: WIA ADULT TRAINING PROGRAM
DIESEL MECHANICAL TECHNICIAN**

OPERATION AND SPECIFIC PERFORMANCE PLAN

I. Type of Training/Services

The program will provide Diesel Mechanic Technician training to Fifteen (15) 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 also receive the Automotive Service Excellence (ASE) certificate in Diesel Engine Repair, Diesel Fuel System, Brakes, and Suspension, Steering, and Wheel Alignment. Participants will be trained in a wide scope of Diesel Mechanical Technician modules for up to Four Hundred Sixty hours (460). The program will start on July 15, 2009 and end on June 30, 2010. The cost per participant for this program is Seven Thousand Five Hundred Dollars (\$7,500.00).

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 fifteen (15) 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 than 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 fifteen (15) adults in accordance with WIA guidance. Agency will train adults for unsubsidized employment in the Diesel Mechanic industry (diesel mechanic technician). 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 Taber 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 provide instruction and training for those interested in entry-level service and maintenance of light/heavy duty diesel engines. The program will provide training for Shop safety, and general engine diagnosis, with precision tools and measurements. Participants will learn to disassemble and overhaul internal combustion engine with factory specification. Instructions for diesel engine tune-up using trouble shooting equipment as well as service manuals. Participants will learn electronic engine tune-up, starting/charging system, and brake system diagnosis and repair. Additionally participants will learn about suspension, steering, and four wheel alignment. Participants that achieve program competency will obtain entry-level skills necessary for employment in diesel technology as well as be prepared to pass Automotive Service Excellence (ASE) exam. The cost per client for this program will be seven thousand five hundred dollars (\$7,500.00)
- (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) Shop Safety and General Diesel Engine:

- 1) Eye protection, hand tools, and power equipment
- 2) Proper handling, storage and dispose of chemicals
- 3) State and federal safety regulations (General/Diesel Engine Diagnosis)
- 4) Diesel engine operation and construction
- 5) Name the sequence of strokes of a diesel engine
- 6) List the individual components of a diesel
- 7) Verify driver complaint and/or test the unit, determine necessary
- 8) Determine if no crack, no start or hard starting condition or engine mechanical problem
- 9) Inspect engine for fuel, oil, coolant, and other leaks; determine necessary action
- 10) Inspect unusual engine exhaust color, odor and sound determine necessary action
- 11) Perform cylinder, compression and cylinder leakage tests, determine necessary action

b) Disassemble and Overhaul Engine

- 1) Remove cylinder heads/disassemble the engine block, clean and prepare components
- 2) Visual inspect engine block, cylinder heads for cracks, corrosion, passage conditions, core and gallery plug holes and surface warpage
- 3) Inspect and measure cylinder wall and heads; to determine need for further action
- 4) Visual inspect crankshaft/camshaft surface and journal damage; check oil passage condition, measure journal and lobes for wear
- 5) Inspect and measure main/rod bearing bores and cap alignment and fit
- 6) Install main bearing and crankshaft; check bearing clearance and end play; replace/retorque bolts according to manufactures procedures and specifications
- 7) Inspect camshaft, bearing, timing chain, and gears for wear and damage

Engine Piston Assembly, Service, and Repair

- 1) Inspect, measure, service, repair, or replace pistons, pistons pins, piston rings, and rod bearings
- 2) Inspect connecting rods for damage, alignment, and bore condition
- 3) Inspect crankshaft vibration damper pulley and flywheel

Cylinder Head and Valve Train Diagnostics and Repair

- 1) Inspect and test valve springs for squareness, pressure, free height comparison, and re[place as necessary.
- 2) Inspect valve guides/valves for wear and resurface the valves and seats according to specification
- 3) Inspect push rods, rockarms, for wear, bending, cracking, looseness and for damage

Gaskets and Seals (Engine Assembly)

- 1) Install crankshaft, camshaft, pistons, and the rest of the engine components
- 2) Inspect and replace pan, valve cover, and timing chain cover with new gasket and seals
- 3) Install all engine accessories and perform oil pressure and cooling system test
- 4) Check for any leak or any problem

c) Diesel Engine Tune-Up

- 1) Perform engine valve adjustment
- 2) Perform engine compression test
- 3) Perform fuel flow test
- 4) Inspect fuel lines for leak, damage or other fuel line condition
- 5) Perform fuel pressure test
- 6) Demonstrate the services and testing techniques for injector nozzles and electro/hydraulic fuel injectors
- 7) Identify and test diesel glow-plug system
- 8) Identify and inspect different types of fuel pumps and injectors, (VE-Distributor, in line injection and stanadyne pump)
- 9) Check pump timing and calibration with precision tools and instruments
- 10) Inspect and bleed the fuel system
- 11) Inspect and analyze smoke problem
- 12) Inspect and perform engine electrical test

d) Electronic Engine Tune-Up and Starting and Charging Systems

- 1) Identify and test diesel engine emission control systems
- 2) Explain why HC, CO, and NOX emissions are low on diesel engines
- 3) Identify, check engine computer and sensor system
- 4) Identify scanners to diagnosis diesel engines
- 5) Identify and test diesel engine actuators
- 6) Explain how to take out diesel engine codes?
- 7) Electronic pumps and injectors

8) Computer diagnosis and electronic equipment

e) Brake System Diagnosis/Repair

- 1) Inspect brake lines, flexible hoses and fitting for leaks, dents, kinks, rust cracks, bulging, or wear; tighten loose fittings and supports; determine necessary action
- 2) Select, handle, store and fill brake fluids to proper level
- 3) Bleed (manual, pressure and flush brake system)
- 4) Remove, clean, inspect and measure disc and brake drum; determine necessary action
- 5) Refinish disc and drum
- 6) Remove clean and inspect brake shoes, springs, pins, clips, levers, adjusters and other related brake hardware
- 7) Remove, inspect and install master and wheel cylinders
- 8) Pre-adjust brake shoe and parking brake
- 9) Remove caliper assembly from mountings: clean and inspect for leaks and damage
- 10) Reassemble and reinstall caliper, pads and check for leaks
- 11) Inspect the vacuum-type power booster unit for vacuum leaks
- 12) Diagnose wheel bearing noises, wheel shimmy and vibration concerns
- 13) Check all light brake system including antilock brake system

f) Suspension, Steering, and Wheel Alignment

- 1) Identify and interpret suspension and steering concern; determine necessary action
- 2) Diagnose power steering fluid leakage and fluid level and condition
- 3) Lubricate suspension and steering system
- 4) Inspect, remove and replace shock absorbers
- 5) Remove, inspect and install master and wheel cylinders
- 6) Perform pre-alignment inspection, determine necessary action
- 7) Measure vehicle riding height and diagnose tire wear patterns; determine necessary action
- 8) Inspect tires,; check and adjust air pressure
- 9) Diagnose wheel/tire vibration, shimmy and noise and rotate tires according to manufacturer's recommendations
- 10) Balance wheel and tire assembly and repair internal patch
- 11) Reinstall wheel; torque lug nuts

g) Basic Skills/ESL

- 1) Technical terminology vocabulary and symbols
- 2) Abbreviations and definitions
- 3) Technical subjects, nouns, and verbs

- 4) Common prepositions phrases
- 5) Correct spelling and missing sounds
- 6) Matching words
- 7) Same meaning and identification
- 8) Shop glossary quotes, and estimates
- 9) Writing reports involving warranties
- 10) Shop/customer language

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) Attainment of Certificate: 70%
- c) 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.

WORKFORCE INVESTMENT ACT

Budget Proposal

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

Agency name: Imperial Valley College Diesel Mechanic Technician Contract

	WIA Funded	Other Sources of Funding	Total Program Funding
I. Staff Salaries and Fringe Benefits (Attach breakdown)			
Salaries	\$49,040		\$49,040
Fringe Benefits	\$9,808		\$9,808
Total Staff Salaries and Fringe Benefits	\$ 58,848		\$ 58,848

II. Non Personnel (Attach breakdown)			
A. Staff Travel - In County	\$ 1,100		\$ 1,100
B. Staff Travel - Out of County	\$ 1,200		\$ 1,200
C. Training, Training Materials and Supplies	\$ 10,080		\$ 10,080
D. Equipment Furniture Purchase	\$ 38,000		\$ 38,000
E. Equipment Rental/Lease/Maintenance			
F. Rent			
G. Utilities and Building Maintenance			
H. Communications			
I. Office Supplies, Printing and Reproduction	\$ 1,700		\$ 1,700
J. Insurance/Bonding (Non Workers' Comp)			

K.	Audit Costs		
L.	Indirect Cost		
M.	Other Expenses (Attach breakdown)	\$ 1,500	\$ 1,500
	Total Non-Personnel	\$ 53,580	\$ 53,580

Total Program Costs (Staff Salaries and Fringe Benefits+ Non Personnel)	\$ 112,428	\$ 112,428
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Budget Detail
Staff Salaries

I.

Title of Position	Total Annual Salary (Fr. Jul./09-Jun/10)	WIA % of time	WIA Salary	WIA Benefits**	Total Salary and Benefits
Diesel Mech. Instructor	\$ 20,400	100%	\$ 20,400	\$ 4,080	\$24,480
Student Employment Spec.	\$ 52,000	20%	\$ 10,400	\$ 2,080	\$12,480
Clerical Staff	\$ 31,200	20%	\$ 6,240	\$ 1,248	\$7,488
Coordinator	\$ 60,000	20%	\$ 12,000	\$ 2,400	\$14,400
TOTALS	\$163,600		\$ 49,040	\$ 9,808	\$ 58,848

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 therein, 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 displaced 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, Part 1, 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. Sectarial 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.

EXHIBIT "C"

AGREEMENT FOR SERVICES

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3 THIS AGREEMENT is made and entered into this 1st day of July, 2009, by and between the
4 **County of Imperial** (a political subdivision of the State of California), hereinafter referred to as
5 "**COUNTY**", and **Imperial Valley College** hereinafter referred to as "**AGENCY**" (and
6 "CONTRACTOR" in **Exhibit "C"**).

WITNESSETH

7
8 **WHEREAS**, COUNTY under the authority of the Federal Workforce Investment Act
9 (20USC 9201 et. seq. Public Law 105-220, 112, Statute 936), hereinafter referred to as "WIA" or
10 "the Act", has made application for and has been designated by the State as a Workforce Investment
11 Area for employment and training programs in Imperial County under said Act; and

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

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

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

23 **WHEREAS**, AGENCY has made application for WIA funding from the COUNTY to
24 provide employment and training services for **Protective Services Technician**; and

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

27 **WHEREAS**, COUNTY desires to contract with AGENCY to render certain employment and
28 training services; and

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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.

1 3.11. AGENCY represents and warrants that any errors in its services provided hereunder
2 shall be corrected at no additional charge to COUNTY.

3 3.12. **RETENTION AND ACCESS OF BOOKS AND RECORDS**

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

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

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

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

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

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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. FISCAL

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

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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.

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- 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 Bulletin 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.

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4. TERM OF AGREEMENT

4.1. This Agreement shall become effective as of July 1, 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 aforesated date, or if funds appropriated by the COUNTY to AGENCY are exhausted before the aforesated 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. COMPENSATION

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

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set forth in full. Total compensation payable under the terms of this **AGREEMENT** shall not exceed one hundred thirty-nine thousand eight hundred twenty-eight dollars and no cents (\$139,828.00). 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

1 reported on cost reimbursement contracts or documentation showing proof of
2 performance for amounts billing on fixed unit price contracts in accordance with
3 **Exhibit "A"** of this document. AGENCY further assures that it will not claim
4 monthly administrative expenditures in excess of the allowable percentage of non-
5 administrative costs. Refer to **Exhibit "B"** (Budget) for all allowable administrative
6 limits.

7 Monthly reimbursements will be made to AGENCY by the COUNTY
8 according to information provided on monthly reimbursement claim/billing forms.
9 Final request for reimbursement/payment shall be submitted no later than June 30,
10 2010, or 30 days after the contract period ends, if contract ends prior to June 30,
11 2010. Claim submitted after this time will not be paid. AGENCY's accounting
12 records shall include, as a minimum, a special revenue or trust fund specifying cash
13 on-hand, revenue earned and expenditures incurred under this contract. Such records
14 shall account for all expenditure items included in monthly reimbursement claims,
15 and each such expenditure item shall be supported by documentation showing actual
16 expenditures.

17 **5.5.** Invoices clearly indicating the period, for which the bill is made, shall be submitted
18 to:

19 Imperial County Workforce Development Office
20 Attn: ICWDO Director
21 2695 S. 4th Street, Building D
22 El Centro, CA 92243

23 **5.6.** Service statements shall be paid in accordance with **Exhibit "A"** and upon
24 COUNTY's receipt, review and approval of the same.

25 **5.7.** AGENCY acknowledges COUNTY is under no obligation to compensate AGENCY
26 for services rendered or expenses accrued under this Agreement not authorized by
27 COUNTY.

28 **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

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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 **Funding Authorization**

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. **ACCOUNTING REQUIREMENTS - SPECIAL PROVISIONS**

1 AGENCY agrees at all times during the term of this Agreement to provide for and maintain
2 proper accounting records in compliance with the reimbursements of the provisions of Paragraph 5
3 of this Agreement. Further, AGENCY agrees, in the event of failure of AGENCY to account for its
4 WIA funds, that the COUNTY will give AGENCY a notice of non-compliance with ten (10) days in
5 which to initiate corrective action, that the COUNTY may immediately and unilaterally terminate
6 this Agreement if said action is not taken at any time thereafter, upon written notice of such
7 termination by the COUNTY.

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

13 **7. AUDIT EXCEPTIONS - SPECIAL PROVISIONS**

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

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

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

27 **8. DISPUTES REGARDING RESPONSIBILITIES UNDER AGREEMENT**

28 Any disputes which may arise regarding the respective responsibilities of the PARTIES to

1 this Agreement shall be resolved using the approved grievance procedure for subgrantees. AGENCY
2 may put a matter in dispute by submitting a written notice to the COUNTY's ICWDO Director,
3 which notice shall indicate the specific matter involved.

4 **9. PARTICIPANT PERSONNEL RECORDS**

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

8 **10. OUT-OF-COUNTY TRAVEL**

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

16 **11. SCHOOL DISTRICTS**

17 If AGENCY in this Agreement is a school district, AGENCY further assures COUNTY that
18 it will provide all services pursuant to this Agreement in strict compliance with the provisions of
19 California Education Code Sections 45105, 45117, and 45308. If AGENCY in this Agreement is a
20 community college school district, AGENCY shall provide all services pursuant to this Agreement
21 in strict compliance with the provisions of California Education Code Sections 88005, 88017, and
22 88127.

23 **12. COUNTY RESPONSIBILITIES**

24 COUNTY will:

- 25 (a) Develop, obtain approvals for, modify, and maintain a WIA Plan for Imperial
26 County, which Plan shall encompass all employment and training services
27 maintained under WIA within Imperial County.
28 (b) Request, receive and administer all WIA funds within Imperial County.

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- (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. INDEMNIFICATION

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:

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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;

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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;

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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;

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

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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

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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

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

Agreement.

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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. **INDEPENDENT CONTRACTOR**

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, including 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.

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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. INSURANCE REQUIREMENTS

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:

<u>Insurance</u>	<u>Minimum Limit</u>
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)

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3 **15.2. Special Insurance Requirements** All insurance required under paragraph 15 shall:

- 4 (a) Be procured from California admitted insurers (licensed to do business in
5 California) with a current rating by Best's Key Rating Guide acceptable to
6 COUNTY. A rating of at least A-VII shall be acceptable to COUNTY; lesser
7 ratings must be approved in writing by COUNTY.
- 8 (b) Be primary coverage as respects COUNTY and any insurance or
9 self-insurance maintained by COUNTY shall be in excess of AGENCY's
10 insurance coverage and shall not contribute to it.
- 11 (c) Name COUNTY as an additional insured on all policies, except Workers
12 Compensation and Errors and Omissions Insurance, and provide that
13 COUNTY may recover for any loss suffered by COUNTY by reason of
14 AGENCY's negligence.
- 15 (d) Not be canceled, non-renewed or reduced in scope of coverage until after
16 thirty (30) days written notice has been given to the COUNTY. However,
17 AGENCY may not terminate such coverage until it provides COUNTY with
18 written proof that equal or better insurance has been secured and is in place.
19 Cancellation or change without the prior written consent of the COUNTY
20 shall, at the option of the COUNTY, be grounds for termination of this
21 Agreement.

22 **15.3. Additional Insurance Requirements**

- 23 (a) COUNTY is to be notified immediately of all insurance claims.
24 COUNTY is also to be notified if any aggregate insurance limit is exceeded.
- 25 (b) **Deposit of Insurance Policy** Promptly on issuance, reissuance, or renewal of
26 any insurance policy required by this Agreement, the AGENCY shall, if
27 requested by COUNTY, cause to be given to COUNTY satisfactory evidence
28 that insurance policy premiums have been paid together with a duplicate

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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:

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

and

(ii) 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 an "excess only" clause which require the exhaustion of other insurance prior to providing coverage.

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- 4. Does not contain an "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

1 its sole discretion terminate this Agreement and/or pursue those remedies available
2 under the law at the time this Agreement is executed as well as any future remedies
3 that are created.

4 **17.3. Termination Clause** Notwithstanding Paragraph 17.1, this Agreement is subject to
5 termination without cause by COUNTY upon thirty (30) days written notice. In the
6 event of termination, AGENCY will be due the share of the total fee represented by
7 the proportion of the work completed and expenses incurred at the time of
8 termination, as evidenced by a final billing and as approved by COUNTY under
9 Paragraph 5.4. COUNTY may also give written notice of termination for cause,
10 which shall be effective immediately, if AGENCY fails to fulfill in timely and proper
11 manner any of its obligations under this agreement, violates any of the express terms
12 of this agreement, or fails to comply with the special accounting requirements of
13 Paragraph 6 of this Agreement.

14 **18. ASSIGNMENTS AND SUBCONTRACTS**

15 **18.1.** Neither this Agreement nor any rights, duties nor obligations hereunder shall be
16 assignable and/or subcontracted by AGENCY without the prior written consent of
17 COUNTY.

18 **18.2.** COUNTY may demand such assurances, including financial assurances,
19 modification of this Agreement, or such other requirements as, in its sole discretion,
20 it deems advisable, as a condition to granting its consent to any assignee or
21 subcontractor hereunder. Nothing herein shall be construed as requiring COUNTY
22 to grant such approval if COUNTY, in its sole opinion, deems such grant of consent
23 to be not in the best interests of COUNTY.

24 **18.3.** Consent by COUNTY to an assignment or subcontract shall not release AGENCY
25 from its primary liability under this Agreement, and COUNTY's consent to one
26 assignment or subcontract, shall not be deemed a consent to other assignments and/or
27 subcontracts.

28 **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.

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19. NON-DISCRIMINATION

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. PROPERTY PROCUREMENT

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. BINDING

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

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22. NOTICES

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:

AGENCY:

Imperial Valley College
380 East Aten Road
Imperial, CA 92251

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.

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- 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.

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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
(Protective Services Technician)**

CONTRACT: 09-1659294-525010/09-1659294-525010

**PROGRAM: WIA ADULT TRAINING PROGRAM
PROTECTIVE SERVICES TECHNICIAN**

OPERATION AND SPECIFIC PERFORMANCE PLAN

I. Type of Training/Services

The program will provide Protective Services Technician training to Forty (40) 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 also receive State certifications for the Armed Security Guard and CPR certification. Participants will be trained in a wide scope of protective services modules for up to Four Hundred Seventy hours (470). The program will start on September 15, 2009 and end on June 30, 2010. The cost per participant for this program is Three Thousand Five Hundred Dollars (\$3,500.00).

II. Program Administration and Operation

A. The Imperial County Workforce Development Office (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 forty (40) 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 than 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 forty (40) adults in accordance with WIA guidance. Agency will train adults for unsubsidized employment in the security industry (protective services technician). 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 9th grade level reading and writing, successfully pass a State of California, Department of Justice background check and a Federal Bureau of Investigation background check prior to start of class. Successfully pass a full screen drug test, no Felony or Domestic Violence conviction, and be a U.S. citizen or filed for U.S. citizenship.
 - 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 individuals for employment in the law enforcement field. The cost per client for this program will be three thousand five hundred dollars (\$3,500.00). The POST certificate will be recognized at the local, state, and federal level. Individuals will acquire their security guard card, firearms card, and baton cards by the end of their training. Individuals will also partake in a CPR and Life Support class that will result with passing individuals getting certified which is a requirement for most all entry-level protective services positions. Additional classes will be given to individuals in training to better prepare individuals as qualified candidates as Protective Services Technician.

(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) **Academic Preparation for Various Peace Officers Entrance Exams**
Participating individuals will be given a basic State of California, Police

Officer Safety Training course (P.C. 832). It will consist of training in Laws of Arrest, Criminal Justice System, Crimes Against Justice, Community Relations, Cultural Diversity, Search & Seizure, Presentation of Evidence, Intro to Criminal Laws, Investigative Report Writing, Use of Force, Arrest & control, and Firearms Instructions. All these will be followed by quizzes in order to prepare them for the state exam. Upon passing the test the individuals will be given a Basic POST state certified certificate good for three (3) years.

b) Armed Security Guard

Individuals will receive specialized instruction from Desert Security Services. The course will cover courses in responsibility, ethics in citizen arrest, relationships between security guards and peace officers in making arrest, limitations of security guard powers, search and seizure limitations, personal and employer liability, trespass laws, ethics and communications, emergency medical response, and security guard safety. Weapons and batons training will be given by IVC instructors who are POST and BSIS certified. Upon completion participants will be issued a Security Guard card, Firearms card and a Baton card. In addition to the training an internship program will be initiated to allow participants understand what is involved while working as a security guard.

c) CPR/BLS (Basic Life Support) Certification

The CPR class and Basic Life Support will be given by the American Red Cross. Upon completion of the class the participants will be certified in CPR and First Aid.

d) Loss Prevention Training

Participants will receive this type of instruction numerous times. As they attend the different classes they will always be exposed to instructions under this particular matter. It will be emphasized in different ways during their POST training, Security Guard training, and Surveillance Skills Instructions.

e) Report Writing Skills

Participants will be given a Basic English class to make the participants aware of the skill level needed while taking their training. Participants will learn how to effectively communicate facts, information, and ideas in a clear and logical manner. Participants will use this skill for a variety of public safety system reports, crime violations, incident reports, letters, memorandums, directives, and administration reports. Emphasis will be given to criminal justice terminology, use of English, and the organization of information. Participants will get a better understanding by note taking, interviewing, report writing, and presentation of testimony in courts.

f) Communication and Surveillance Skills

Participants will be taught communications skills in POST training, and Security Guard training. The Training will enhance the participant's abilities as they prepare for and participate in different agencies testing procedures.

g) Surveillance System set-up Techniques

A surveillance class will be taught at IVC by an Administration of Justice instructor who has extensive training as well as practical skills. The training will focus on different ways to set up a successful surveillance system and the skills needed to produce the intended results. In addition to the surveillance training, IVC will provide training in Basic English and Physical Education.

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) Attainment of Certificate: 70%
- c) 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 Protective Services Technician Contract

	WIA Funded	Other Sources of Funding	Total Program Funding
I. Staff Salaries and Fringe Benefits (Attach breakdown)			
Salaries	\$75,940		\$75,940
Fringe Benefits	\$15,188		\$15,188
Total Staff Salaries and Fringe Benefits	\$ 91,128		\$ 91,128

II. Non Personnel (Attach breakdown)			
A. Staff Travel - In County	\$ 2,000		\$ 2,000
B. Staff Travel - Out of County			
C. Training, Training Materials and Supplies	\$ 15,200		\$ 15,200
D. Equipment Furniture Purchase	\$ 6,500		\$ 6,500
E. Equipment Rental/Lease/Maintenance			
F. Rent	\$ 14,000		\$ 14,000
G. Utilities and Building Maintenance			
H. Communications	\$ 1,000		\$ 1,000
I. Office Supplies, Printing and Reproduction	\$ 3,000		\$ 3,000
J. Insurance/Bonding (Non Workers' Comp)			

K.	Audit Costs			
L.	Indirect Cost			
M.	Other Expenses (Attach breakdown)	\$ 7,000		\$ 7,000
Total Non-Personnel		\$ 48,700		\$ 48,700

Total Program Costs (Staff Salaries and Fringe Benefits+ Non Personnel)	\$ 139,828		\$ 139,828
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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
POST Instructor	\$ 4,800	100%	\$ 4,800	\$ 960	\$5,760
BSIS Instructor	\$ 3,600	100%	\$ 3,600	\$ 720	\$4,320
R/W Instructor	\$ 3,000	100%	\$ 3,000	\$ 600	\$3,600
CPR/BLS Instructor	\$ 2,400	100%	\$ 2,400	\$ 480	\$2,880
Surveillance Instructor	\$ 1,500	100%	\$ 1,500	\$ 300	\$1,800
English Instructor	\$ 1,500	100%	\$ 1,500	\$ 300	\$1,800
P.E. Instructor	\$ 1,500	100%	\$ 1,500	\$ 300	\$1,800
Weapons Instructor	\$ 9,600	100%	\$ 9,600	\$ 1,920	\$11,520
Def. Tactics Instructor	\$ 6,000	100%	\$ 6,000	\$ 1,200	\$7,200
Coordinator	\$ 60,000	25%	\$ 15,000	\$ 3,000	\$18,000
Student Employment Spec.	\$ 52,000	40%	\$ 20,800	\$ 4,160	\$24,960
Clerical Staff	\$ 31,200	20%	\$ 6,240	\$ 1,248	\$ 7,488

TOTALS	\$177,100		\$ 75,940	\$ 15,188	\$ 91,128

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 therein, 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 displaced 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, Part 1, 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.

EXHIBIT "C"

AGREEMENT FOR SERVICES

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3 THIS AGREEMENT is made and entered into this 1st day of July, 2009 by and between the
4 **County of Imperial** (a political subdivision of the State of California), hereinafter referred to as
5 "**COUNTY**", and **Imperial Valley College** hereinafter referred to as "**AGENCY**" (and
6 "CONTRACTOR" in Exhibit "C").

WITNESSETH

7
8 **WHEREAS**, COUNTY under the authority of the Federal Workforce Investment Act
9 (20USC 9201 et. seq. Public Law 105-220, 112, Statute 936), hereinafter referred to as "WIA" or
10 "the Act", has made application for and has been designated by the State as a Workforce Investment
11 Area for employment and training programs in Imperial County under said Act; and

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

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

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

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

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

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

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

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

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

7 **1. PARTIES TO AGREEMENT**

8 **1.1.** This Agreement is by and between COUNTY and AGENCY. COUNTY and
9 AGENCY are sometimes hereinafter collectively referred to as "PARTIES".

10 **2. WORK TO BE PERFORMED BY AGENCY**

11 **2.1.** The purpose of this Agreement is to provide low income, unemployed and
12 underemployed persons with employment and training services to enable such
13 persons to move into unsubsidized employment.

14 **2.2.** AGENCY shall perform and be responsible for providing the services described in
15 **Exhibit "A"** which is attached hereto incorporated herein by reference as though
16 fully set forth herein.

17 **2.3.** Said work shall be completed in a lawful, professional, expeditious and timely
18 manner.

19 **3. REPRESENTATIONS BY AGENCY**

20 **3.1.** AGENCY understands and agrees that COUNTY is relying upon AGENCY's
21 representations that it will provide services provided herein to the standard of care
22 ordinarily exercised in AGENCY's profession.

23 **3.2.** AGENCY represents and warrants that it is a lawful entity possessing all required
24 licenses and authorities to do business in the State of California and perform all
25 aspects of this Agreement.

26 **3.3.** AGENCY represents and warrants that the people executing this Agreement
27 on behalf of AGENCY have the authority of AGENCY to sign this Agreement and
28 bind AGENCY to the performance of all duties and obligations assumed by

AGENCY herein.

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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.

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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.

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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. FISCAL

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

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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.

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- 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 Bulletin 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 July 1, 2009 and the services provided

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

11 **4.2.** This agreement may be modified by COUNTY upon written notice to the AGENCY
12 under the following circumstances.

- 13 (a) There is an increase or decrease in state and federal funding levels.
14 (b) A modification is required in order to implement an adjustment or
15 modification to the contract.
16 (c) A change in state and federal law, regulation and funding requiring a
17 change in the provision of this contract.
18 (d) The service provider is not meeting performance on the referred and/or
19 enrolled participants.

20 **4.3.** COUNTY and AGENCY agree that time is of the essence as it relates to the terms
21 and conditions of this Agreement.

22 **5. COMPENSATION**

23 **5.1.** COUNTY shall pay AGENCY compensation for the services required to be
24 performed under this Agreement at the rates and levels set forth in the budgets
25 referred to in **Exhibit "B"** and which are attached hereto and incorporated herein as
26 set forth in full. Total compensation payable under the terms of this **AGREEMENT**
27 shall not exceed one hundred seventy-four thousand seven hundred eighty-three
28 dollars and no cents (\$174,783.00). It is understood that all payments pursuant to this

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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

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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,

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

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

11 **5.10 Funding Authorization**

12 **5.10.1** This Agreement is valid and enforceable subject to sufficient funds being
13 made available to the COUNTY for the period of time covered by this
14 agreement as stated in the term section and subject to authorization and
15 appropriation of sufficient funds pursuant to the State's Budget Act.

16 **5.10.2** In the event the United States Government and/or the State government do
17 not authorize and appropriate sufficient funds for the State to allocate
18 amounts to the COUNTY to enable it to comply with the payment
19 provisions of the Agreement, it is mutually agreed that:

20 **5.10.3** The Agreement shall be amended to reflect any reduction in the payment
21 provisions and the performance provisions.

22 **5.10.4** To the extent there is insufficient money for the agreement to be considered
23 valid and enforceable pursuant to subdivision 5.10.1, the agreement will end
24 immediately.

25 **6. ACCOUNTING REQUIREMENTS - SPECIAL PROVISIONS**

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

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

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

10 **7. AUDIT EXCEPTIONS - SPECIAL PROVISIONS**

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

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

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

24 **8. DISPUTES REGARDING RESPONSIBILITIES UNDER AGREEMENT**

25 Any disputes which may arise regarding the respective responsibilities of the PARTIES to
26 this Agreement shall be resolved using the approved grievance procedure for subgrantees. AGENCY
27 may put a matter in dispute by submitting a written notice to the COUNTY's ICWDO Director,
28 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

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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. INDEMNIFICATION

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

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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

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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. INDEPENDENT CONTRACTOR

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,

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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. INSURANCE REQUIREMENTS

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:

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

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- (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. Additional Insurance Requirements

- (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) **Deposit of Insurance Policy** 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:

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

And

(ii) 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.

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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.

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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. ASSIGNMENTS AND SUBCONTRACTS

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. NON-DISCRIMINATION

During the performance of this Agreement, AGENCY shall not discriminate, harass or allow

1 harassment against any employee or applicant for employment or employee of COUNTY or member
2 of the public because of sex, race, color, ancestry, religious creed, national origin, physical disability
3 (including HIV and AIDS), mental disability, medical condition (cancer), age (over forty (40)),
4 marital status and denial of family care leave. AGENCY shall insure that the evaluation and
5 treatment of their employees and applicants for employment are free from such discrimination and
6 harassment. AGENCY shall comply with the provisions of the Fair Employment and Housing Act
7 (Gov. Code §12990 et seq.) and the applicable regulations promulgated thereunder (California Code
8 of Regulations, Title 2, Section 7285 et seq.) are incorporated into this Agreement by reference and
9 made a part hereof as if set forth in full. The applicable regulations of Section 504 of the
10 Rehabilitation Act of 1973 (29 U.S.C. §794 (a)) are incorporated into this Agreement by reference
11 and made a part hereof as if set forth in full. AGENCY shall abide by the Federal Civil Rights Act
12 of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to
13 said Act. AGENCY shall also abide by the American Disabilities Act and all amendments thereto,
14 and all administrative rules and regulations issued pursuant to said Act. AGENCY shall give written
15 notice of their obligations under this clause to labor organizations with which they have a collective
16 bargaining or other agreement. AGENCY shall include the nondiscrimination and compliance
17 provisions of this clause in all subcontracts to perform work under this Agreement.

18 **20. PROPERTY PROCUREMENT**

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

23 **21. BINDING**

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

26 **22. NOTICES**

27 **22.1.** Any notice by either party to the other shall be personally delivered to the party or
28 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

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

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4 **26. PARTIAL INVALIDITY**

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

8 **27. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS**

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

16 **28. WAIVER**

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

20 **29. CHOICE OF LAW**

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

26 **30. ATTORNEYS' FEES**

27 If either party herein brings an action to enforce the terms thereof or declare rights hereunder,
28 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.

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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

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4 **ATTEST:**

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7 SYLVIA BERMUDEZ, Clerk of
8 the Board of Supervisors, County
9 of Imperial, State of California

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11 **APPROVED AS TO FORM:**

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12 MICHAEL L. ROOD
13 County Counsel

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15 MONICA I. DE LA HOYA
16 Deputy County Counsel

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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 than 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 Taber 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 Demultiplexers
- 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
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Budget Detail 1.
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
Instructional 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 therein, 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 displaced 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.




EXHIBIT "C"