



**Workforce Investment  
Board  
COUNTY OF TULARE  
AGENDA ITEM**

**BOARD OF SUPERVISORS**

KUYLER CROCKER  
District One  
PETE VANDER POEL  
District Two  
AMY SHUKLIAN  
District Three  
EDDIE VALERO  
District Four  
DENNIS TOWNSEND  
District Five

**AGENDA DATE:** September 17, 2019 – REVISED

Public Hearing Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Published Notice Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Advertised Published Notice	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Meet & Confer Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Personnel Resolution attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
CONTACT PERSON: David McMunn    PHONE: 713-5200		

**SUBJECT:** Approve Budget Adjustment

**REQUEST(S):**

That the Board of Supervisors:

Approve the budget adjustment of \$12,500 resulting from an agreement with the Fresno Regional Workforce Development Board to provide training services under the Construction Pre-Apprenticeship Pipeline for Ex-Offenders (CPP) grant (4/5ths vote required).

**SUMMARY:**

The Workforce Investment Board of Tulare County (WIB), a California nonprofit corporation, has been designated by the Tulare County Board of Supervisors as the local workforce development board for the purpose of providing policy guidance and oversight of workforce development services within Tulare County as required by the Workforce Innovation and Opportunity Act of 2014.

The WIB and the County renewed an Administrative Services Agreement (#28274) in August 0f 2017 to provide the administrative framework under which the WIB and County shall cooperate in undertaking workforce development programs within the County of Tulare. The agreement intends for the WIB to continue to be invested with substantial independent authority for the design, development, administration, and operation of the workforce system in the county.

As such, the agreement provides authority to the WIB to seek, accept, and subcontract workforce funding without the further approval of the County except as provided for in the agreement. Even so, when the receipt of additional funding necessitates an adjustment to the WIB's department budget, the Auditor requires

**SUBJECT:** Approve Budget Adjustment  
**DATE:** September 17, 2019

action by the Board of Supervisors to approve such an adjustment.

The WIB has entered into an agreement with the Fresno Regional Workforce Development Board to provide training services to justice involved participants in a construction pre-apprenticeship program. The services include job preparation training, workplace readiness skills training and work-based learning experiences.

**FISCAL IMPACT/FINANCING:**

The program is financed through the Department of Labor, Workforce Innovation and Opportunity Act. The WIB's operating budget will increase by \$12,500 and there is no cost to Tulare County.

**LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:**

Strategic Initiative #2: Economic Well-Being  
Strategic Initiative #3: Quality of Life

**ADMINISTRATIVE SIGN-OFF:**



David McMunn  
Deputy Director

cc: County Administrative Office

Attachment(s) AUD 308 Budget Request  
Agreement with the Fresno Regional Workforce Development Board

**BEFORE THE BOARD OF SUPERVISORS  
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF APPROVE BUDGET )  
ADJUSTMENT ) Resolution No. \_\_\_\_\_  
 ) Agreement No. \_\_\_\_\_

UPON MOTION OF SUPERVISOR \_\_\_\_\_, SECONDED BY  
SUPERVISOR \_\_\_\_\_, THE FOLLOWING WAS ADOPTED BY THE  
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD September 17, 2019,  
BY THE FOLLOWING VOTE:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:


ATTEST: JASON T. BRITT  
COUNTY ADMINISTRATIVE OFFICER/  
CLERK, BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
Deputy Clerk

\* \* \* \* \*

The Board of Supervisors:

Approved the budget adjustment of \$12,500 resulting from an agreement with the Fresno Regional Development Board to provide training services under the Construction Pre-Apprenticeship Pipeline for Ex-Offenders (CPP) grant (4/5ths vote required).

<b>County of Tulare Budget Adjustment Form</b>										9:17 AM	
09/03/2019						03/2020		2020			
Date				Doc ID		APRD fm fm fy fy			Budget FY yy		
Workforce Investment Board						Debbie Bach 713.5218					
Agency Name						Contact Person		Phone		Ext	
Action* * A,C,D	Fund	Dept	APPR #				Current Amount	Revised Amount	Inc / Dec Amt		
<b>LEVEL 1 Finish Here</b>											
<b>Appropriation Totals</b>							<b>11,001,359</b>	<b>11,013,859</b>	<b>12,500</b>		
This level may not balance due to revenue lines posted in level 2 below.											
<b>Appropriations Total</b>							<b>11,001,359</b>	<b>11,013,859</b>	<b>12,500</b>		
Action* * A,C,D	Fund	Dept	Appr #	Unit	Object	Rev	Current Amt	Revised Amount	Inc / Dec Amt		
<b>LEVEL 2 Start Here</b>											
<b>Line Totals</b>								<b>12,500</b>	<b>12500</b>		
<b>Line Totals</b>								<b>12,500</b>	<b>(12500)</b>		
<b>Each fund must balance</b>						Total Inc/Dec must be zero	\$	-	\$	25,000	\$ -
Reason for Adjustment (To Avoid Correspondence, State Reason in Detail)							Perform a SMART BUDGET ROLL-UP before VALIDATING.				
<p>The WIB has contracted with the Fresno Regional Workforce Development Board to provide training to justice involved participants via the Construction Pre-Apprenticeship Pipeline for Ex-Offenders (CPP) grant.</p>											
 Affected Dept Head Signature						Other Affected Dept Head Signature					
Checked By: _____						Entered By: _____					
County Executive Office Action: No. _____ Date: _____						Date: _____					
( ) Approved ( ) Disapproved						Distribution: 1: BOS/CAO/Auditor					
By: _____											
Board of Supervisors Action: No. _____ Date: _____											
<b>** Action Codes: A=Add, C=Change, D=Deactivate</b>											
* Whenever a 93XX account budget is adjusted, a corresponding 94XX account budget must be adjusted in the billing agency, and vice versa											
* Whenever a 95XX account budget is adjusted, a corresponding 96XX account budget must be adjusted in the billing agency, and vice versa											

## Special Services Agreement

### Parties

FRWDB: Fresno Regional Workforce Development Board

Service Provider: **Workforce Investment Board of Tulare County**

### Administrative Information

Agreement No.	636-1129	MOD #		Effective From	April 1, 2019 to Nov. 30, 2019			
Title/Program	Construction Pre-Apprenticeship Pipeline for Ex-Offenders (CPP)			CFDA #:	17.258			
Contact Person	Lisa Martinez		Telephone	559.713.5200		Fax	559.713-5263	
Address	309 W. Main St., Suite 120, Visalia, CA					Zip	93291	
Email	LMartinez1@tularewib.org							

Employer Identification Number	94-6000545
Internal Revenue Code	Governmental

### Funding Allocation

	CPP	Total
Program	\$12,500	\$12,500
<b>Total (Maximum Funding Level)</b>	<b>\$12,500</b>	<b>\$12,500</b>
Total Enrollments	5	5
<b>Average Cost for Enrolled Participant</b>	<b>\$2,500</b>	<b>\$2,500</b>

Therefore, in consideration of the above Administrative Information and Funding Allocation, which are incorporated into this Agreement by reference, the Parties agree as follows:

#### 1. Exhibits

The following exhibits attached as indicated, incorporated by reference, and are subject to all of the terms and conditions of this Agreement:

- (1) **Exhibit A** – Work Statement
- (2) **Exhibit B** – Cost Projection/Budget/Invoicing
- (3) **Exhibit C** – WIOA Assurances and Certifications  
Standard of Conduct
- (4) **Exhibit D** – Part 200 Appendix II  
Insurance Requirements
- (5) **Exhibit E** – Supporting Documentation  
Insurance Certificates  
Signatory Authorization

## 2. Term

The term of this Agreement (the "Term") may not exceed the period stated on page 1 unless modified or extended in writing by FRWDB.

## 3. Services

Service Provider must timely perform the services described in the Work Statement (Exhibit A) (the "Services"), in accordance with this Agreement. Service Provider, its employees, Service Providers, and assigns, agree to avoid unnecessary and duplicative efforts in performing the Services.

## 4. Compensation

- 4.1 FRWDB will compensate Service Provider for the Services at a rate and method of compensation that complies with the Budget and Cost Projection sheet (Exhibit B). FRWDB is not obligated to compensate Service Provider for any services not described in this Agreement without the prior written consent of FRWDB. Furthermore, FRWDB is not obligated to compensate Service Provider for any work, services, or functions relating to Service Provider's efforts to obtain FRWDB's business or for negotiating with FRWDB to enter into this Agreement.
- 4.2 FRWDB will compensate Service Provider for any Services provided only after submission of an itemized invoice by Service Provider to FRWDB's Director. Service Provider must provide FRWDB with all documentation, explanations, or justifications requested by FRWDB concerning the adequacy or accuracy of its invoices for the performance of the Services to FRWDB's reasonable satisfaction.
- 4.3 FRWDB agrees to pay and Service Provider agrees to accept as full compensation for performance of tasks under this Agreement a sum not to exceed **\$12,500** as more fully described in Exhibits A and B.
- 4.4 Any costs not contained in the Budget and Cost Projection Sheet (Exhibit B) associated with the performance of these services shall be borne by the Service Provider irrespective of whether or not such tasks were performed to the benefit of FRWDB or expenses incurred by the Service Provider or its employees, agents, or Service Providers.
- 4.5 In no event shall the maximum compensation including, but not limited to, fees, reimbursement, costs, and expenses, paid to the Service Provider under this agreement exceed **\$12,500** without the prior written consent of FRWDB.
- 4.6 Service Provider must make any requests for an advance payment in writing, with a confirmation of FRWDB's receipt. This request must describe Service Provider's immediate need for the advance. If approved, FRWDB will provide the advanced payment to Service Provider within 10 business days from the date of approval. FRWDB will deduct the advanced payment from Service Provider's next invoice payment. Service Provider must not commingle any advanced payment with any other funds and must deposit the advance payment in a separate bank account. Within 3 business days of FRWDB's request, Service Provider must provide documentation that it spent the advance payment in providing services under this Agreement

## 5. Record Keeping

Service Provider must submit all invoices no later than the 5th day of the month following the month Services were completed. All invoices must have sufficient detail as may be required by FRWDB in its

sole discretion, including, but not limited to, (i) the specific nature of each task performed as services under this Agreement and (ii) the number of hours worked by each person for each task. Service Provider must prepare all invoices in an organized manner that facilitates an efficient and thorough review of the Services it performs under this Agreement. Service Provider must give FRWDB, or its duly authorized representatives, reasonable access to any and all records in Service Provider's possession, and its employees, agents, and Service Providers. Service Provider is subject to the examination and audit of all records directly or indirectly related to Service Provider's the Services by FRWDB, the City or County of Fresno, the State of California, or the federal government for a period of up to 5 years after the final payment under this Agreement. FRWDB reserves the right to invoice Service Provider for all expenses, including but not limited to, staff time, consulting fees, and copying costs, directly or indirectly attributable to FRWDB's, or its agents, examination of records related to Service Provider's performance of the Services.

## 6. Administration

FRWDB may delegate certain responsibilities to the Fresno Area Workforce Investment Corporation ("FAWIC") from time to time, as FRWDB considers appropriate in its sole discretion. Contractor acknowledges that FAWIC may oversee certain aspects of this Agreement. Contractor must comply with all requests by FAWIC, including, but not limiting to, any requests to communicate or provide records to FAWIC. Contractor must treat all requests made by FAWIC as if made by FRWDB and acknowledges that FRWDB may vest in FAWIC any of its authority under this agreement.

## 7. Non-Discrimination Clause

During the performance of this Agreement, both Parties must comply with applicable federal and state laws and regulations. Accordingly, neither Party may, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, sexual orientation, religion, religious creed, or political belief exclude from participation, deny benefits to, or discriminate against any person benefiting from this Agreement.

## 8. Defense, Indemnity, and Hold Harmless

8.1. **Service Provider.** Service Provider must defend, indemnify, and hold harmless Fresno Regional Workforce Development Board "FRWDB", the City and County of Fresno, and their directors, officers, boards, commissions, employees, volunteers, agents, and independent Service Providers, from and against all losses, costs, expenses, demands, damages, penalties, liabilities, interests, recoveries, claims, and judgments, including, without limitation, attorneys' fees and costs, to defend against any claims, demands, causes of action, suits, charges, or legal or administrative proceedings, caused by, arising out of, or in any way connected with any act or omission of Service Provider or Service Provider's directors, officers, employees, agents, independent Service Providers, or volunteers, directly or indirectly related to the performance of the Services under this Agreement. Service Provider must reimburse FRWDB any funds expended due to those acts or omissions from non-federal funds. Any approval for payment, actual payment, or advance made to Service Provider will not constitute a waiver of FRWDB's claims, defenses, or indemnification rights provided under this Agreement.

8.2 **FRWDB** will defend, indemnify, and hold harmless Service Provider, and its directors, officers, boards, commissions, employees, volunteers, and agents, from and against all losses, costs, expenses, demands, damages, penalties, liabilities, interests, recoveries, claims, and judgments, including, without limitation, attorneys' fees and costs, to defend against any claims, demands, causes of action, suits, charges, or legal or administrative proceedings, caused by, arising out of, or in any way connected with any act or omission of FRWDB or FRWDB's directors, officers, employees, agents, independent Service Providers, or volunteers, directly or indirectly related to

the performance of the Services under this Agreement.

## 9. Insurance

Service Provider must comply with all insurance requirements described in Exhibit D, as amended, or as otherwise provided in this agreement.

## 10. Limitation of Liability

As required under that Joint Exercise of Powers Agreement, the City and County of Fresno are not liable to Service Provider or its employees, Service Providers, or other third parties.

## 11. Independent Service Provider

11.1. **Status.** Service Provider is an independent Service Provider. No person employed by Service Provider to furnish the Services is an employee of FRWDB. In performing the Services, Service Provider, including any of Service Provider's owners, officers, partners, officers, agents, employees, and independent Service Providers, will at all times be acting and performing as an independent Service Provider, and will act in their independent capacity and not as an officer, agent, employee, joint venturer, partner, or associate of FRWDB. FRWDB has no right to control or supervise or direct the manner or method by which Service Provider performs its obligations under this Agreement. However, FRWDB may administer this Agreement so as to verify that Service Provider is providing the Services and performing its obligations in accordance with this Agreement.

11.2. **Employer Duties.** Service Provider has the sole obligation to provide its employees with all legally required notices and postings, as well as all employee wages and benefits, and will make all Social Security and other withholdings required by applicable federal or state laws and regulations.

11.3. **Compliance.** Service Provider must ensure that all of its staff and its third-party Service Providers abide by and strictly comply with FRWDB policies, procedures, and directives, including, but not limited to, FRWDB's zero tolerance policy on harassment as described in FRWDB's personnel manual.

## 12. Termination

12.1 **By FRWDB.** FRWDB may immediately suspend or terminate this Agreement when FRWDB, in its sole discretion, determines that:

- (1) Service Provider illegally used any funds provided under this Agreement;
- (2) Service Provider failed to comply with any provision of this Agreement;
- (3) Service Provider submitted a substantially incorrect or incomplete report;
- (4) Service Provider improperly performed any of the Services; or
- (5) The Federal Government or the State of California suspended or terminated, in full or in part, a grant under which FRWDB receives money to compensate Service Provider for the Services;



- (6) Termination for convenience of the FRWDB, by 30 day written notice, in full or in part, when it is in the FRWDB's interest.

**12.2 By Service Provider.** Service Provider may suspend or terminate this Agreement when circumstances beyond Service Provider's control have made compliance with this Agreement impossible or impracticable. In such an event, Service Provider must give FRWDB 30 days written notice, complete with an explanation, acceptable to FRWDB in its sole discretion, of these circumstances. This notice will serve as a request to terminate the Agreement. Within 5 business days of receiving this written notice, FRWDB will provide written notice to Service Provider either approving or denying Service Provider's request and the terms and conditions of its approval or denial. If FRWDB fails to provide this written notice to Service Provider within 5 business days, Service Provider must treat its request as denied by FRWDB and continue to perform the Services in accordance with this Agreement.

### **12.3 Payment**

- A. FRWDB may demand in writing that Service Provider repay any funds disbursed to Service Provider under this Agreement if FRWDB determines, in its sole discretion, that Service Provider did not expend these funds in accordance with the terms of this Agreement. On receiving FRWDB's demand, Service Provider must promptly refund these funds, or at FRWDB's option, FRWDB may deduct any repayment from future payments by FRWDB owing to Service Provider under this Agreement or any other agreement, as may be applicable and otherwise due.
- B. In no event will any payment to Service Provider constitute a waiver of any breach of this Agreement or any default that may then exist on the part of Service Provider. Neither will any payment impair or prejudice any remedy available to FRWDB with respect to the breach or default.

### **13. Copyrights, Patents, Rights in Data**

In accordance with 2 CFR Part 200 Subpart A - § 200.59 and Subpart E - § 200.448, and Appendix II to Part 200, FRWDB, as a federal funds awarding agency, reserves a royalty-free, nonexclusive, irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes, the copyright, patent, or rights in data in any work developed or purchased with funds under this Agreement.

### **14. Additional Laws and Regulations**

Service Provider must comply with all applicable laws and regulations listed in Part 200 Appendix II – Contract Provisions. Service Provider must read Exhibit D to determine which of these laws and regulations apply to Service Provider in the context of this agreement.

### **15. Notices**

All notices under this Agreement must be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified, or registered mail, or U.S. Postal Service Express Mail, with postage prepaid, by facsimile transmission, or by electronic transmission (email) and will be deemed sufficiently given if served in a manner specified in this section. The addresses and addressees noted below are that Party's designated address and addressee for delivery or mailing of notices. Either Party may, by written notice to the other, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, will be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, 3 days after the postmark date. If

sent by regular mail, the notice will be deemed given 48 hours after it is addressed as required in this section and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery will be deemed given 24 hours after delivery to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means (including email) will be deemed delivered upon telephone or similar confirmation of delivery (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday, or legal holiday, it will be deemed received on the next business day.

Workforce Investment Board of Tulare County 309 W. Main St., Suite 120, Visalia, CA 93291 Attention: Adam Peck, Executive Director Email: <a href="mailto:APeck@tularewib.org">APeck@tularewib.org</a>	Fresno Regional Workforce Development Board 2125 Kern Street, Suite 208 Fresno, California 93721 Attention: Blake Konczal, Executive Director Facsimile: (559) 490-7199 Email: <a href="mailto:bkonzal@workforce-connection.com">bkonzal@workforce-connection.com</a>
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## 16. General

- 16.1 **Assignment and Subcontracting.** Neither Party may assign, transfer, or subcontract this Agreement nor its rights or duties hereunder without the prior written consent of the other Party.
- 16.2 **Agreement Binding on Successors.** This Agreement shall be binding upon FRWDB and Service Provider and their successors, executors, administrators, legal representatives, and assigns with respect to all the covenants and conditions set forth herein.
- 16.3 **Entire Agreement.** This Agreement, including all attachments, exhibits, regulations and policies incorporated or referenced within, constitutes the entire agreement between the Parties regarding the subject matter within and supersedes all prior and contemporaneous agreements, representations, or understandings of any nature whatsoever unless expressly included in this Agreement.
- 16.4 **No Authority to Bind FRWDB.** Service Provider, in its performance of the services or any other duties under this Agreement, has no authority to bind FRWDB to any agreements or undertakings.
- 16.5 **Non-Exclusive.** This Agreement is not an exclusive agreement and FRWDB, at its sole discretion, has the right to negotiate with and enter into contracts with others providing the same or similar services to those provided by Service Provider.
- 16.6 **Modifications.** FRWDB may, from time to time, initiate a change to the scope of the Services. Any such changes are subject to Service Provider's approval, which shall not be unreasonably withheld.
- 16.7 **Waiver.** No covenant or condition of this Agreement may be waived except by FRWDB's written consent.
- 16.8 **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. Venue for any dispute or litigation arising under this Agreement will be in the County of Fresno, State of California, if instituted in the state courts, or the Eastern District of California (Fresno), if instituted in the federal courts.
- 16.9 **Remedies.** FRWDB may pursue any and all remedies available by law as needed to enforce its rights under this Agreement.

- 16.10 **Partial Invalidity.** If any provision of this Agreement, or any portion of a provision, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement, including, without limitation, the portions of any provision not held to be invalid, void, or unenforceable, will nevertheless continue to be in full force and effect without being impaired or invalidated in any way.
- 16.11 **Headings and Construction.** The subject headings of the sections and paragraphs of this Agreement are included for purposes of convenience only and do not affect the construction or interpretation of any of its provisions. All words used in this Agreement include the plural as well as the singular number, and vice versa; words used in this Agreement in the present tense include the future as well as the present; and words used in this Agreement in the masculine gender include the feminine and neuter genders, whenever the context so requires. No provision of this Agreement will be interpreted for or against a Party because that Party or its legal representative drafted the provision, and this Agreement will be construed as if jointly prepared by the Parties.
- 16.12 **Time.** Time is of the essence in this Agreement.
- 16.13 **Non-Collusion Covenant.** Service Provider represents and warrants that it has in no way entered into any contingent fee arrangement with any firm or person in an effort to obtain this Agreement with FRWDB. Service Provider has not received from FRWDB any incentive, special payments, or considerations not related to payment or reimbursement for the provision of the Services.
- 16.14 **Lobbying Activity.** Service Provider may not use any funds provided under this Agreement for the support, defeat, or influence of legislation or appropriations pending before the Congress.
- 16.15 **Costs and Expenses.** Each Party will pay all costs and expenses incurred, or to be incurred, by it in negotiating and preparing this Agreement and its exhibits, and in closing and carrying out the transactions contemplated by this Agreement, including, without limitation, its attorneys', paralegals', and other professionals' fees and costs.
- 16.16 **Signature Authority.** Service Provider represents and warrants that it has capacity, full power, and authority to enter into and perform this Agreement, and that the person signing this Agreement on behalf of Service Provider has been properly authorized and empowered to enter into this Agreement.
- 16.17 **Counterparts.** The Parties may execute this Agreement simultaneously or in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same Agreement.
- 16.18 **Attorneys' Fees.** If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party is entitled to reasonable attorneys', paralegals', and other professionals' fees and costs in addition to any other reasonable relief to which it may be entitled.

## Signatures

### "Service Provider"

**Adam Peck**

Name of Officer



Signature

Approved by:  
Workforce Investment Board  
Minutes of 08-14-2019

**Executive Director**

Title



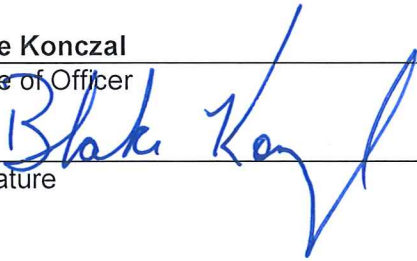
Date

### "FRWDB"

**Fresno Regional Workforce Development Board**

**Blake Konczal**

Name of Officer



Signature

**Executive Director**

Title



Date

968446v2 / 16988.0001

# Exhibit A

## Work Statement

## Exhibit A

### Statement of Work

Slingshot 2.0 (Construction Pre-Apprenticeship Pipeline for Ex-Offenders)  
- Multi-Craft Pre-Apprenticeship

#### A. SCOPE OF WORK

The Workforce Investment Board of Tulare County shall provide services under this Agreement as follows:

1. Recruit
  - a. The Workforce Investment Board of Tulare County shall recruit a pool of prospective trainees needed to achieve a training cohort for a minimum of five (5) trainees to receive multi-craft, pre-apprentice training from the building and construction trades. It is required that prospective trainees are chosen due to their past justice-involved life experiences. The term “offender” means an adult or juvenile—
    - i. (A) who is or has been subject to any stage of the criminal justice process, and for whom services under this Act may be beneficial; or
    - ii. (B) who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.
2. Registration at Common Website
  - a. The Workforce Investment Board of Tulare County shall direct all prospective trainees to register at the [www.valleybuild.net](http://www.valleybuild.net) website.
3. Telephonic Screening
  - a. The Workforce Investment Board of Tulare County shall telephonically screen the pool of prospective trainees to achieve a training cohort for a minimum of five (5) trainees to receive multi-craft, pre-apprentice training from the building and construction trades.
4. Orientation
  - a. The Workforce Investment Board of Tulare County shall invite a subset of the pool of prospective trainees to achieve a training cohort for a minimum of five (5) trainees’ to receive multi-craft, pre-apprentice training from the building and construction trades.
5. Drug Screening
  - a. The Workforce Investment Board of Tulare County shall drug screen all prospective trainees who have attended the orientation prior to formal acceptance as a trainee.
6. Assessments
  - a. The Workforce Investment Board of Tulare County shall offer the WorkKeys assessment or other similar assessment to each of the five (5) cohort members.
7. Enrollment
  - a. The Workforce Investment Board of Tulare County shall enroll a minimum of five (5) trainees into the Slingshot 2.0 (Construction Pre-Apprenticeship Pipeline for Ex-Offenders) Grant.
8. Physical Evaluation and Interview
  - a. The Fresno Regional Workforce Development Board will provide Tulare County’s potential participants with location of physical fitness facility and time at which they will be evaluated by staff which includes a Fitness Trainer and Career Technical Education Specialist. If chosen to proceed, they will go through an interview with Career Technical Education Specialist. Individual

Interviews will be conducted in Tulare. Physical Evaluation will be conducted in Fresno. Staff and location of provided by FRWDB.

9. Case Management
  - a. The Workforce Investment Board of Tulare County shall provide case management to their five (5) trainees.
10. Referral to Other Appropriate Services
  - a. The Workforce Investment Board of Tulare County shall determine in consultation with their AJCC partners, which other services are required by their cohort of trainees and refer said trainees to such partners' services for additional support if needed.
11. Individual Employment Plan
  - a. The Workforce Investment Board of Tulare County shall develop an individual employment plan for each of the five (5) cohort members.
12. Soft Skills Training
  - a. The Fresno Regional Workforce Development Board staff will provide soft skills training tailored to the Construction Trades to the five (5) trainees enrolled with Workforce Investment Board of Tulare County. Each of the five (5) cohort members will be concurrently enrolled in the local board's WIOA training services to cover the cost of the pre-apprenticeship training and related costs.
13. Hard Skills Training
  - a. Workforce Investment Board of Tulare County shall refer a minimum of five (5) participants to receive multi-craft training. All hard skills training activities shall be provided by staff from the Fresno, Madera, Kings, Tulare Building Trades Council.
14. Transitional Jobs
  - a. The Workforce Investment Board of Tulare County shall refer all clients completing the multi-craft pre-apprentice training component who are not initially successful in gaining acceptance in the union apprentice program (or finding other gainful employment) to a Transitional Job.
15. Application to Union Apprentice Programs
  - a. The Workforce Investment Board of Tulare County shall assist all the five (5) cohort members in applying to appropriate Union Apprentice Programs.
16. Placement
  - a. The Workforce Investment Board of Tulare County shall assist cohort members who are not successful in initially gaining acceptance into a union apprentice program in finding other gainful employment.
17. Post-Placement Follow-Up
  - a. The Workforce Investment Board of Tulare County shall conduct Post-Placement Follow-Up and Retention services on Union Placement with all five (5) cohort members.
18. Concurrent Enrollment

The Workforce Investment Board of Tulare County may concurrently enroll the five (5) trainees in the The Workforce Innovation And Opportunity Act system, where needed, for said funds to be used for supportive services for heavily barriered clients, including transportation assistance, child care and dependent care, housing assistance, needs-related payments and other supportive services as provided by Workforce Investment Board of Tulare County policy.

## **B. SUBCONTRACTING**

The Workforce Investment Board of Tulare County shall be able to subcontract services to their chosen provider of services for services needed for completion under this contract

Subcontractor is to provide services in accordance with the dates allowed by this contract.

Subcontractor shall furnish duly qualified persons to provide the services under this Agreement, which persons shall at all times be either employees or independent contractors of Subcontractor, and not employees of Contractor.

**C. PERFORMANCE**

<u>Participant Plan</u>	<u>Total</u>
Participants to Be Serviced	5
Enrollment in Pre-Apprenticeship Training	5
Completion of Training	4
Attained Industry Identified Certificate or Credential	4
Placement in State Approved Apprenticeship	1
Placement in Post- Secondary Education	0
Placement in Construction/Energy Efficiency Employment	3
Placement in Other Industry Employment	0
Retention in Employment/Apprenticeship	4

**D. COMPENSATION**

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

1. Payment Provisions

- A) This is a cost reimbursement contract.
- B) Fresno Regional WDB (FRWDB) will pay the Contractor a maximum of \$12,500 for services provided to participants under this agreement. These costs incorporate only allowable costs found in 20 CRF 652, submitted by the Contractor and verified by the FRWDB. Training services will be provided by other entities.

2. Invoice Provisions

- A) All invoices are to be submitted electronically to [spinvoice@workforce-connections.com](mailto:spinvoice@workforce-connections.com).
- B) Contractor will invoice FRWDB for actual costs incurred during the billing period, as per Budget of this Contract.
- C) Grant invoices (invoice format -provided by FRWDB) will be due by the 15<sup>th</sup> of every month following the month of service.
- D) Invoices not received within ninety (90) days after expenditures have been incurred will not be honored.
- E) All invoices must be received within thirty (30) days after contract closes to be honored.

FRWIB shall:

- 1. Act as lead and fiscal agency for the project.
- 2. Perform all required cumulative participants, program and fiscal tracking for state reporting.
- 3. Perform program and fiscal monitoring of this agreement.
- 4. Convene project meetings, conference calls or other necessary events as needed.



# Exhibit B

**Budget**

## Budget Summary

**Applicant:** Workforce Investment Board of Tulare County

**Grant:** Construction Pre-Apprentice Program (CPP)

BUDGET LINE #	EXPENSE ITEM	BUDGET	LEVERAGE	TOTAL
1	Staff Salaries			
	Number of full-time equivalents			
2	Staff Travel			
3	Communications			
4	Facilities Rent			
5	Facilities Utilities			
6	Facilities Maintenance			
7	Office Supplies			
8	Testing/Instructional Materials			
9	Equipment Purchases			
10	Equipment Leases/Use-Charge			
11	Tools and Supplies			
12	Supportive Services			
13	Indirect Costs			
14	"Other" Costs			
15	Costs of Sub-Grants	\$12,500.00		\$12,500.00
	<b>TOTAL</b>	<b>\$12,500.00</b>	<b>\$0.00</b>	<b>\$12,500.00</b>

## Budget Detail

**Applicant:** Workforce Investment Board of Tulare County

**Grant:** Construction Pre-Apprentice Program (CPP)

BUDGET LINE #	EXPENSE ITEM	NARRATIVE DETAIL		
		Salaries charged to project	Fringe Benefits charged to project	FTEs
1	Staff Salaries: List job titles of staff working on project		\$0	
	<b>Totals</b>	\$ -	\$ -	0%
2	Staff Travel			
3	Communications			
4	Facilities Rent			
5	Facilities Utilities			
6	Facilities Maintenance			
7	Office Supplies			
8	Testing/Instructional Materials			
9	Equipment Purchases			
10	Equipment Leases/Use-Charge			
11	Tools and Supplies			
12	Supportive Services			
13	Indirect Costs -- Provide rate, direct cost(s) and calculation			
14	"Other" Costs	*Use table below for Line Item 14.		
15	Costs of Sub-Grants, list cost of each sub-grant	*Use table below for Line Item 15		

Line 14: "Other" Costs	Total
<b>Totals</b>	<b>\$0.00</b>

Line 15: Sub-Grants	Total
Personnel/Case Management	\$10,062.00
Staff Travel	\$406.00
Drug Screen	\$500.00
ICR & Operations	\$1,532.00
<b>Totals</b>	<b>\$12,500.00</b>

# **Exhibit C**

**WIOA Assurances and Certifications**

## Instructions for Certification – Workforce Innovation and Opportunities Act (WIOA)

**By signing this agreement, the recipient of federal assistance funds is providing the certification as set out below.**

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies including suspension and/or debarment.
2. The recipient of federal assistance funds shall provide immediate written notice to the Fresno Regional Workforce Development Board (FRWDB) if, at any time, the recipient of federal assistance funds learns that its certification was erroneous when submitted, or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the FRWDB staff for assistance in obtaining a copy of those regulations.
4. The recipient of federal assistance funds agrees it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The recipient of federal assistance funds further agrees it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-Tier Covered Transactions," without modification, in all lower-tier covered transactions, and in all solicitations for lower-tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the "List of Parties Excluded from Procurement or Non-Procurement Programs."
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies, including suspension and/or debarment.

## ASSURANCES AND CERTIFICATIONS

The provider of WIOA services provides the assurances and certifications set forth below:

- General Assurances
- Debarment and Suspension Certification
- Certification Regarding Lobbying
- Drug-free Workplace Certification
- Certification of Non-delinquency
- Nondiscrimination and Equal Opportunity Requirement of the Workforce Innovation and Opportunities Act (WIOA)
- Confidential Information and Data
- Signatory Authorizations, Debarment & Suspensions
- Fraud And Abuse Incident Reporting

### A. GENERAL ASSURANCES

The provider of WIOA services assures that it:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of any project costs) to ensure proper planning, management, and completion of the project described in this Agreement.
2. Have adequate administrative controls, personnel standards, evaluation procedures, availability of in-service training and other policies as may be necessary to promote the effective use of WIOA funds.
3. Will not permit participants to be employed on the construction, operation, or maintenance of any facility used, or to be used, for sectarian instruction or as a place for religious worship. (Public Law 105-220 Aug. 7, 1998, as amended)
4. Will not permit any participant to displace a currently employed worker (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits). (Public Law 105-220 Aug. 7, 1998, as amended)
5. Will not impair existing agreements for services or collective bargaining agreements, unless the employer and the labor organization concur, in writing, with respect to any elements of the proposed activities that affect such agreement, or either such party fails to respond to written notification requesting its concurrence within 30 days of receipt thereof. (Public Law 105-220 Aug. 7, 1998, as amended)
6. Will ensure that where a labor organization represents a substantial number of employees, who are engaged in similar work or training in the same area as that proposed, an opportunity shall be provided for such labor organization(s) to submit comments. (Public Law 105-220 Aug. 7, 1998, as amended)
7. Will work with the FRWDB to promote on-site, industry-specific training programs supportive of industrial and economic development. (Public Law 105-220 Aug. 7, 1998, as amended)
8. Will not use WIOA funds to assist, promote, or deter union organizing.
9. Will not use WIOA funds for public service employment.
10. Will not use WIOA funds for contribution, on behalf of any participant, to retirement systems or plans.
11. Will establish controls to ensure that no WIOA funds will be used to assist in relocating establishments/employers, or parts thereof, from one area to another, unless the Secretary of Labor determines that such relocation will not result in an increase of unemployment in the area of original location, or in any other area.
12. Will comply with the provisions of the Military Selective Service Act (50 USC App. 453, Section 3, as amended), which limits participation to persons who have presented proof of submitted registration or will register at time of enrollment.

13. Has not duplicated building/office rental/lease costs associated with this Agreement in any other agreement, contract, grant, lease, rental, gift, or budget under the stewardship of the provider of WIOA services.
14. Will, if operating programs for youth, further assure the following:
  - a. Training and work experience for eligible youth will be coordinated with school-related programs, including the award of academic credit, pursuant to the WIOA.
  - b. The Federal Child Labor Standards or the California Child Labor Standards, whichever is stricter, will be applied to the employment of youth under 18 years of age.
15. Will comply with the Intergovernmental Personnel Act of 1970 (42 USC 4728-4763), relating to prescribed standards for merit systems, for programs funded under one of the nineteen statutes or regulations specified in Appendix A of Office of Management and Budget's (OMB) Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
16. Will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (PL 88.352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 USC 1681-1683 and 1685-1686), which prohibits discrimination on the basis of disabilities; (c) the Age Discrimination Act of 1975, as amended (42 USC 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (PL 92.255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91.616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) 523 and 527 of the Public Health Service Act of 1912 (42 USC 290 dd.3 and 290 ee.3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) under which this federally-funded Agreement exists; and (i) the requirements of any other nondiscrimination statute(s), which may apply to this Agreement.
17. Maintains its intake and/or operational headquarters as accessible to the disabled, pursuant to Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, and comply with California Occupational Safety & Health Administration (Cal/OSHA) Workplace Safety requirements.
18. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91.646), which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes, regardless of federal participation in purchases.
19. Will comply with the provisions of the Hatch Act (7 U SC 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
20. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 USC 276a through 276a.7), the Copeland Act (40 USC 276c and 18 USC 874), and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally-assisted construction subcontracts. Pursuant to the Davis-Bacon Act, all laborers and mechanics employed by contractors or sub-contractors in any construction, alteration, or repair, including painting and decorating, of projects, buildings and works that are federally assisted under the WIOA, shall be paid wages at rates not less than those prevailing on similar construction in the locality, as determined by the Secretary.

21. Will comply, if applicable, with Flood Insurance Purchase Requirements of Section 102(A) of the Flood Disaster Protection Act of 1973 (PL 93.234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
22. Will comply with environmental standards which may be prescribed pursuant to the following:
  - (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91.190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC 1452 et seq.); (f) conformity to federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 USC 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93.523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93.205).
23. Will comply with the Wild and Scenic Rivers Act of 1968 (16 USC 1271 et seq.), related to protecting components or potential components of the national wild and scenic rivers system.
24. Will assist the FRWDB in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470), EO 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 USC 469a.1 et seq.)
25. Will comply with PL 93-348 regarding the protection of human subjects involved in any research, development and related activities under this Agreement.
26. Will comply with the Laboratory Animal Welfare Act of 1966 (PL 89.554), as amended (7 USC 2131 et seq.), pertaining to the care, handling and treatment of warm-blooded animals held for any research, teaching, or other activities supported by this Agreement.
27. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 USC 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
28. Will comply with the provisions of the Nontraditional Employment for Women Act (PL 102-235) and the regulations or standards adopted by the Job Training Partnership Division to implement such provisions. The provider of WIOA services will work with FRWDB to promote the goals of (a) the training of and the training-related placement of women in nontraditional employment; and (b) a description of efforts to increase awareness of such training and placement opportunities.
29. Will cause to be performed the required financial and compliance audits, in accordance with the Single Audit Act of 1984, and will submit such audit report(s) as required under the provider of WIOA services Agreement.
30. Will comply with all applicable provisions of the Brown Act contained in section 54950 et seq., of the California Government Code, as amended accordingly, and all statutory references therein.

**B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, VOLUNTARY EXCLUSION AND OTHER RESPONSIBILITY MATTERS**

1. The provider of WIOA services certifies that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.



- b. Have not, within a three-year period preceding this Agreement, been convicted or had a civil judgment rendered against them for commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or agreement; violation of federal or state antitrust statutes; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property.
  - c. Are not presently indicted, or otherwise criminally or civilly charged, by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph B.1.b. of this certification.
  - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where the provider of WIOA services is unable to certify to any of the statements in paragraphs 1(a-d) of this certification, the provider of WIOA services shall attach an explanation to this Agreement.
  3. The provider of WIOA services agrees to sign and abide by the attached "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusions – Lower-Tier Covered Transactions."

#### **C. CERTIFICATION REGARDING LOBBYING – FOR AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

The provider of WIOA services hereby certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the provider of WIOA services, 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 the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal agreement, grant, loan, or cooperative.
2. If any other than federally-appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal Agreement, grant, loan or cooperative agreement, the provider of WIOA services shall complete and sign a Standard Form–LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The provider of WIOA services shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants and agreements under grants, loans and cooperative agreements,) and that all sub-recipients 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 Title 31, U.S. Code, and section 1352. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **D. DRUG-FREE WORKPLACE**

The provider of WIOA services certifies that it will provide a drug-free workplace by implementing the provisions of 29 CFR 98.630.

**E. CERTIFICATION OF NON-DELINQUENCY**

The provider of WIOA services certifies that it is not delinquent on any federal debt.

**F. NONDISCRIMINATION AND EQUAL OPPORTUNITY REQUIREMENTS OF WIOA (29 CFR PART 38) and (Section 188),**

1. The provider of WIOA services assures that it has the ability to and will comply fully with the nondiscrimination and equal opportunity provisions outlined in 29 CFR Part 38 and § 188 of the WIOA of 2014, as amended, including, but not limited to, the following: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; and Title IX of the Education Amendments of 1972.; during the full term of the agreement. The provider of WIOA services understands that the United States has the right to seek judicial enforcement of this assurance.
2. The provider of WIOA services certifies that it has developed and will maintain a "Nondiscrimination Plan" pursuant to 29 CFR 38.54.
3. The provider of WIOA services certifies that during the two (2) years preceding this Agreement, it has incurred no findings of noncompliance with laws or regulations regarding civil rights or discrimination based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, gender identity and transgender status), national origin (including limited English proficiency), age, disability (temporary or permanent), unlawful harassment, political affiliation or belief, citizenship, or participation in WIOA.

**G. CONFIDENTIAL INFORMATION AND DATA**

The provider of WIOA services understands the necessity to protect all customer information and will establish special precautions to protect it from unauthorized use, access, disclosure, modification and destruction.

**H. SIGNATORY AUTHORIZATIONS, DEBARMENT & SUSPENSIONS**

The provider of WIOA services offers signatory authorization, and debarment & suspension as attached.

**I. FRAUD AND ABUSE INCIDENT REPORTING**

The provider of WIOA services acknowledges their responsibility to be alert for incidents of fraud and/or abuse and will comply with all local, state and federal regulations for reporting such incidents, as outlined in FRWDB policy.

**J. SUBMISSION OF DOCUMENTATION UPON AWARD**

These assurances are made with the full knowledge and consent of the signing agency, and in the event all required documentation is not submitted as required herein the Fresno Area Workforce Investment Corporation (FAWIC), at its option, may recommend termination of agreement to the FRWDB.

Name and Title of Authorized Representative (please print or type):

Adam Peck  
Name

Executive Director  
Title

  
Signature:

8/15/19  
Date

**Certification Regarding**  
**Debarment, Suspension, Ineligibility and Voluntary Exclusion**  
**Lower-Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, "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).

1. The recipient of federal funds certifies the Assurances and Certifications have been read and understood, and 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.
  
2. Where the recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

Name and Title of Authorized Representative (please print or type):

Adam Peck  
Name  
AL Peck  
Signature:

Executive Director  
Title  
8/15/19  
Date

## ***Fresno Regional Workforce Development Board***

2125 Kern Street, Suite 208 • Fresno, Ca 93721 • 559.490.7100 • Fax 559.490.7199 • www.workforce-connection.com

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### **Standard of Conduct**

The Service Provider hereby agrees that:

It shall pursue every reasonable course of action in order to maintain the integrity of this expenditure of public funds and to avoid real or apparent favoritism or questionable or improper conduct. It shall perform its duties set forth in this Agreement in an impartial manner and free from illegal personal, financial or political gain. The Service Provider, its executive staff, employees and sub-contractors, in performing its duties pursuant to this Agreement, shall avoid giving the appearance that any decision was influenced by prejudice, bias or special interest.

Without first obtaining prior FRWDB approval, it shall prohibit family members and dependents of its officers or employees from enrolling in a program to receive services to be provided pursuant to this Agreement.

“Family” is defined as individuals related by blood, court decree, or marriage and shall include wife, husband, daughter, son, mother, father, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandmother, grandfather, aunt, uncle, niece, nephew, stepparent, stepchild or dependent.

“Dependent” is defined as an individual who, both currently and during the previous 6 months, has received fifty (50) percent of his/her support from a family member.

It, its staff, subcontractor or assignee will neither create an economic conflict of interest nor solicit or accept money or any other consideration from a third person in exchange for the performance of an act reimbursed in whole or part pursuant to this Agreement.

It will use supplies, materials, equipment or services purchased with Agreement funds solely for purposes allowed under this Agreement.

It will assure that any of its employees who were formerly employed by the FAWIC or FRWDB in a position that enabled them to influence decisions about programs described in this Agreement, will not participate in any part or phase of the activities conducted pursuant to this Agreement for a period of not less than one year following the termination of such employment from the FAWIC or FRWDB, provided it being understood that in any event, the Service Provider may employ, in any capacity, said employees of FAWIC whose employment is terminated due to reduction or loss of funding to, or the organizational restructuring of, FAWIC.

# **Exhibit D**

**Appendix II Part 200  
Insurance Requirement**

## Part 200 – Uniform Administrative Requirements

### Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000**, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

**(B) All contracts in excess of \$10,000** must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

**(C) Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

**(D) Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any

lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**(J) Procurement of recovered materials** — A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]



## ***Fresno Regional Workforce Development Board***

2125 Kern Street, Suite 208 • Fresno, Ca 93721 • 559.490.7100 • Fax 559.490.7199 • www.workforce-connection.com

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### **Insurance Requirements**

- A. The Service Provider, at its sole cost and expense, shall maintain in full force and effect the following insurance coverage as required under the Agreement at all times during the term of this Agreement:
- Comprehensive/Commercial General Liability insurance, including contractual, products and completed operations coverage and bodily injury and property damage liability insurance, with combined single limits of not less than One Million Dollars (\$1,000,000) naming the Fresno Area Workforce Investment Corporation (FAWIC), Fresno Regional Workforce Development Board (FRWDB) the County of Fresno and the City of Fresno named as additionally insured.
  - Comprehensive Automobile Liability insurance endorsed for "any auto" with combined single limits of not less than One Million Dollars (\$1,000,000) naming the FAWIC, FRWDB the County of Fresno and the City of Fresno named as additionally insured.
  - Directors and Officers (Errors and Omissions) insurance with a limit of liability of not less than One Million Dollars (\$1,000,000) naming the FAWIC, FRWDB the County of Fresno and the City of Fresno named as additionally insured, provided that FAWIC or FRWDB funds shall not be used to acquire insurance policies offering protection against debts established by the federal government.
  - Fidelity Bond in an amount not less than ten percent (10%) of the total of all amounts payable to the Service Provider pursuant to this Agreement but in no event less than Five Thousand Dollars (\$5,000), naming the FAWIC, FRWDB the County of Fresno and the City of Fresno named as co-obligees, provided, however, that if that total amount payable pursuant to this Agreement is less than Five Thousand Dollars (\$5,000), the amount of the bond shall be equal to that total amount.
  - Workers Compensation insurance in accordance with the California Labor Code covering all employees hired or employed under the Agreement for which the Service Provider is the employer of record such as in work experience programs and limited internships.
  - Property Insurance covering direct physical loss or damage to FRWDB property with a limit of liability of not less than the full replacement value of FRWDB property that the Service Provider possesses or maintains during the term of this Agreement, naming the FRWDB as Loss Payee.
  - Self-Insurance If the Service Provider proposes to provide any of the above stated coverage by way self-insurance, it shall address a written request to the FRWDB representing and warranting that:
    1. It agrees to the insurance requirements as stated herein;
    2. It will maintain a minimum reserve not less than one hundred twenty-five percent (125%) of the amount of self-insurance coverage as specified above in excess of all known claims filed against the self-insurance fund of the Service Provider;
    3. The reserve is fully funded; and,
    4. No federal funds awarded or allocated under this agreement will be called upon to fund any losses resulting from any claims made pursuant to this Agreement.
- B. Service Provider must obtain endorsements to the general liability and auto insurance policies, giving the FAWIC, FRWDB the County of Fresno and the City of Fresno an unrestricted thirty (30) day prior written notice of cancellation or change in terms or coverage. The Service Provider will also obtain an endorsement to the workers' compensation policy giving the FAWIC, FRWDB the County of Fresno and the City of Fresno an unrestricted ten (10) day prior written notice of any cancellation or change in terms or coverage.

- C. If a Service Provider's insurance is not in place prior to the effective date and commencement of the term of this Agreement, the Service Provider shall not commence performance hereunder. If any insurance coverage to be provided by the Service Provider expires during the term of this Agreement and the Service Provider fails to obtain new replacement coverage and present to the FAWIC appropriate certificates or endorsements prior to the expiration date of the applicable insurance coverage, the FAWIC may suspend and withhold any payment(s) otherwise due to the Service Provider as of the expiration date. **Service Provider shall suspend performance until it secures and delivers new insurance certificates(s) to the FAWIC.**
- D. If claims-made forms are used for errors and omissions coverage, either;
1. The Service Provider will obtain an endorsement to the policy that provides not less than a two-year discovery period, **or**
  2. Will maintain the coverage for at least two years following the termination of the Agreement. The requirements of this section relating to errors and omissions coverage shall survive the termination or expiration of the Service Provider Agreement. Service Provider will deliver a new certificate of insurance to the FAWIC not less than fifteen (15) days prior to the expiration of any policy or immediately upon cancellation of the policy.
- E. The Service Provider shall submit to the FAWIC certificates of general liability and automobile liability insurance naming the FAWIC, FRWDB, the County of Fresno and the City of Fresno, their officers, agents, employees, officials, commissions and volunteers, individually and collectively, as additionally insured (except Workers' Compensation). Further, the Service Provider shall provide to the FAWIC insurance certificates and applicable endorsements for all required insurance. This Agreement shall not be effective or commence until such time that satisfactory proof of all applicable insurance coverage required hereby is received.
- F. The Service Provider shall notify the FAWIC in writing within five (5) working days of any claims that are submitted to their liability insurance involving funds awarded under this Agreement. The Service Provider shall include in any notice it gives to FAWIC pursuant to this subparagraph copies of any reports generated with respect to the incident or claim and any known or estimated financial costs.
- G. The FRWDB reserves the right to require the funded Service Provider to obtain additional insurance coverage should the FRWDB determine that the activities of the Service Provider require additional coverage.
- H. If any coverage is cancelled, revoked, reduced, or in any manner questioned or compromised, no further disbursements shall be made to the Service Provider until the Service Provider provides satisfactory proof that the appropriate coverage has been reinstated.
- I. The Service Provider shall fully comply with the FRWDB procurement policy when acquiring all insurance coverage required hereunder.
- K. All insurance coverage to be established and maintained by Service Provider shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County of Fresno, the City of Fresno, FRWDB, FAWIC or their respective officers, agents or employees shall be excess only and not contributing with insurance provided under the Service Provider's policies required hereby.

# **Exhibit E**

**Insurance Certificates  
Signatory Authorization**

CERTIFICATE NO.

ISSUE DATE (MM/DD/YYYY)

WC-2859	<b>CERTIFICATE OF COVERAGE</b>	07/02/2019
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<p><b>CSAC Excess Insurance Authority</b></p> <p><b>C/O ALLIANT INSURANCE SERVICES, INC.</b>  <b>PO BOX 6450</b>  <b>NEWPORT BEACH, CA 92658-6450</b></p> <p>PHONE (949) 756-0271 / FAX (619) 699-0901          LICENSE #0C36861</p>	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER
	IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).
	COVERAGE AFFORDED BY: <b>A - See attached schedule of insurers</b>

<p><b>Member:</b></p> <p>TULARE COUNTY          ATTN: SUSAN COX          2900 W. BURREL AVE          VISALIA, CA 93291</p>	COVERAGE AFFORDED BY: <b>B</b>
	COVERAGE AFFORDED BY: <b>C</b>
	COVERAGE AFFORDED BY: <b>D</b>

**Coverages**

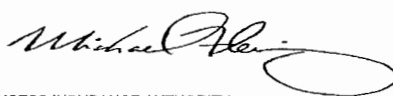
THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.

CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2019	07/01/2020	WORKERS' COMPENSATION: Statutory  EMPLOYERS' LIABILITY: \$5,000,000

**LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.**

**Description of Operations/Locations/Vehicles/Special Items:**

AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENT BETWEEN FRESNO COUNTY JOB TRAINING OFFICE AND THE FRESNO REGIONAL WORKFORCE DEVELOPMENT BOARD.

<p><b>Certificate Holder</b></p> <p>FRESNO REGIONAL WORKFORCE INVESTMENT BOARD          2125 KERN ST. STE 208          FRESNO, CA 93721</p>	<p><b>Cancellation</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"></p> <p style="text-align: center;">CSAC EXCESS INSURANCE AUTHORITY</p>

**CSAC EXCESS INSURANCE AUTHORITY  
EXCESS WORKERS' COMPENSATION PROGRAM  
2019/2020 SCHEDULE OF INSURERS  
TULARE COUNTY**

PROVIDER	MEMORANDUM / POLICY NUMBER	LIMIT
CSAC Excess Insurance Authority	EIA 19 EWC-48	<p>Workers' Compensation:  \$50,000,000 each accident/each employee  for disease  (Difference between \$50,000,000 and the  individual member's retention)</p> <p>Employers' Liability:  \$5,000,000 each accident/each employee  for disease  (Difference between \$5,000,000 and the  individual member's retention)</p>
Liberty Insurance Corporation	EW7-64N-444785-019	Statutory each accident/each employee for disease excess of \$50,000,000



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/23/19

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Alliant Insurance Services, Inc. 1301 Dove Street, Suite 200 Newport Beach, CA 92660	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : GREAT AMERICAN E&amp;S INSURANCE COMPANY</td> <td>37532</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : GREAT AMERICAN E&S INSURANCE COMPANY	37532	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : GREAT AMERICAN E&S INSURANCE COMPANY	37532													
INSURER B :														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
<b>INSURED</b> TULARE COUNTY WORKFORCE INVESTMENT BOARD 309 W. MAIN STREET, SUITE 120 VISALIA, CA 93291														

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GL DED: \$1,000  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	X		2145200 01	09/29/18	09/29/19	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) N/A PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE N/A* PRODUCTS - COMP/OP AGG \$1,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY AUTO DED: \$1,000	X		2145200 01	09/29/18	09/29/19	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>NONPROFIT DIRECTORS &amp; OFFICERS</b>			2145200 01	09/29/18	09/29/19	PER OCCUR / ANNUAL AGG \$1,000,000 DEDUCTIBLE \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

AS RESPECTS AGREEMENT #636-1129 FOR THE CONSTRUCTION PRE-APPRENTICESHIP PIPELINE FOR EX OFFENDERS PROGRAM (CPP), FRESNO REGIONAL WORKFORCE DEVELOPMENT BOARD, COUNTY OF FRESNO AND THE CITY OF FRESNO SHALL BE NAMED AS ADDITIONAL INSURED. ADDITIONAL INSURED ENDORSEMENT ATTACHED. SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS.

\*POLICY FORM DOES NOT CONTAIN A GENERAL LIABILITY AGGREGATE

**CERTIFICATE HOLDER****CANCELLATION**
 FRESNO REGIONAL WORKFORCE INVESTMENT BOARD  
 ATTN: LYNN BAKER  
 2125 KERN STREET, SUITE 208  
 FRESNO, CA 93721

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED: SPECIAL LIABILITY INSURANCE PROGRAM (SLIP) MEMBER: TULARE COUNTY WORKFORCE INVESTMENT BOARD 309 W. MAIN STREET, SUITE 120 VISALIA, CA 93291	
POLICY NUMBER 2145200 01		EFFECTIVE DATE: 09/29/18	
CARRIER GREAT AMERICAN E&S INSURANCE COMPANY	NAIC CODE 37532		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 (2016/03) FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Notice of cancellation will be delivered only to the participating named insured as stated in Item 1 of the Participation Endorsement.

The Company may cancel the coverage by mailing to the first Participating Named Insured at the address shown in the participation endorsement written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. Provided that the Participating Named Insured fails to discharge, when due, any of its obligations in connection with the payment of premium for the policy or any installment thereof, the coverage may be canceled by the Company by mailing to the Participating Named Insured at the address shown in the participation endorsement, written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Additional Insured - Designated Person or Organization**

This endorsement modifies insurance provided under the following:

**SPECIAL LIABILITY POLICY FOR PUBLIC ENTITIES AND NON-PROFIT CORPORATIONS**

**Name of Person or Organization:**

Any person or entity that the "Named Insured" has entered into a written agreement, prior to a loss, to provide defense, indemnity or additional insured protection.

The following is added to Section **V. PERSONS OR ENTITIES INSURED:**

Any person(s) or organization(s) listed in the Schedule above is an Additional Insured, but only as respects "Personal Injury" (including "Bodily Injury") and "Property Damage" arising, in whole or in part, out of the operations of the Named Insured. The inclusion of such Additional Insured shall not serve to increase the "Company's" Limit of Liability as specified in the participation endorsement of this Policy:

However, additional insured coverage provided by this insurance will not be broader than coverage required in the written agreement.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **Primary and Non-Contributory Coverage Endorsement**

This endorsement modifies insurance provided under the following:

### **SPECIAL LIABILITY POLICY FOR PUBLIC ENTITIES AND NON-PROFIT CORPORATIONS**

The following is added to Section **VIII. COMMON POLICY CONDITIONS**:

If insurance similar to this insurance is held by a person or organization that is an additional insured on this policy, this insurance is primary to that other insurance. The "Company" shall not seek contribution from that other insurance for amounts payable under this insurance for liability arising out of the "Participating Named Insured's" ongoing operations performed for that person or organization under a written agreement.

However, the provisions of this endorsement do not apply to a person or organization unless the "Participating Named Insured" had a written agreement with that person or organization requiring:

- a. This insurance be primary insurance;
- b. They be an additional insured on this Policy; and
- c. The written agreement was entered into prior to the date the "Participating Named Insured's" operations for that person or organization commenced.



## Workforce Investment Board of Tulare County

### Resolution

**Whereas**, the Workforce Investment Board of Tulare County Board of Directors is the governing body for the Workforce Investment Board of Tulare County (WIB), a private nonprofit corporation doing business in the State of California, and

**Whereas**, the WIB Board of Directors has designated Adam Peck as the Executive Director and official representative of the WIB, and

**Whereas**, the WIB Board of Directors authorizes the Executive Director to enter into all contracts, agreements, memoranda of understanding, and other arrangements that advance the mission of the WIB and are consistent with WIB policies,

**Now, therefore, be it resolved that** Adam Peck is authorized to sign all contracts, agreements, memoranda of understanding, and other documents, including all exhibits and assurances contained therein, and any amendments thereto, and to sign subsequent required fiscal and programmatic reports, and to perform any and all responsibilities in relationship to WIB programs.

This resolution is in full force and effect as of June 12, 2019 and will be renewed annually thereafter.

APPROVED BY  
WORKFORCE INVESTMENT BOARD  
MINUTES OF 06-12-2019

Signed: [Signature] Date: 6/17/19  
Kerry Hydash, Board Chair

Signed: [Signature] Date: 6/20/19  
Harroll Wiley, Board Vice Chair

Attest: [Signature] Date: 6/18/19  
Adam Peck, Executive Director

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Workforce Investment Board of Tulare County**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ **Non Profit 501C3**

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**309 W Main St Ste 120**

**6** City, state, and ZIP code  
**Visalia CA 93291**

**7** List account number(s) here (optional)

Requester's name and address (optional)

Print or type.  
See Specific Instructions on page 3.

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
9	4	-	6	0	0	0	5	4	5

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 5/7/19
------------------	----------------------------	---------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*