

County File Number: 92-424JTPA Agreement No.: A9029-21COUNTY OF SAN BERNARDINO AGREEMENT
SIGNATURE SHEET

This Agreement is entered into by the County of San Bernardino, hereinafter referred to as the "Service Delivery Area Grant Recipient" and City of Redlands hereinafter referred to as the "Subrecipient." The purpose of this Agreement is to provide for the operation of program(s) which provide training and/or employment and/or services for participants under the Job Training Partnership Act of 1982 enacted by the United States Congress. Funds under this Agreement will be expended in accordance with the above-referenced Employment and Training legislation enacted by the United States Congress and the regulations promulgated thereunder.

The Subrecipient agrees to abide by and adhere to all provisions of this Agreement as incorporated herein and attached hereto. The Service Delivery Area Grant Recipient agrees to reimburse the Subrecipient in accordance with the terms and conditions of this Agreement for allowable expenses incurred in the implementation of the functions delineated herein to the extent that such expenses are described herein and are incurred within the period of this Agreement and are allowable under current Employment and Training Regulations and under policies and regulations of the State of California and the Service Delivery Area Grant Recipient.

Reason for this Action: (check one)

☒ INITIAL FUNDING☐ INCREASE FUNDING☐ DECREASE FUNDING☐ SUBRECIPIENT'S REQUEST☐ OTHER (specify):

CONTRACT AMOUNT: \$ 51,707

PROJECT NAME: Summer Youth Employment
Program (SYEP)

PERIOD OF AGREEMENT:

May 1, 1992 / September 30, 1992

Beginning Date

Ending Date

SDA: COUNTY OF SAN BERNARDINO

By: Larry WalkerDate: JUN 15 1992

Name: LARRY WALKER

Title: Chairman of the Board of Supervisors

CONTRACTOR/SUBRECIPIENT

By: Steve ChapmanDate: May 15, 1992

Name: Steve Chapman

Title: Finance Director

APPROVED AS TO FORM:

By: Kevin NorrisDate: 5-29-92

Name: Kevin Norris

Title: Deputy County Counsel

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE CHAIR-
MAN OF THE BOARD.

EARLENE SPROAT
Clerk of the Board of Supervisors
of the County of San Bernardino

By: Mary Louisa Sproat

Reviewed for Processing:

By: Paul Ben5/26/92

TABLE OF CONTENTS

	Page Number
• Contract Signature Page	1
• Table of Contents	2
• Agreement Summary	3
• Certification Sheet	4
• Statement of Work	5 - 11
• Budget Statement	12 - 14
• Attachment #1: Occupational Title Summary	
• Attachment #2: Participant Significant Segment Plan	
• Attachment #3: Program Worksite Location Summary	
• Attachment #4: JTPA Assurances and Certifications	

AGREEMENT SUMMARY

FUNDED AGENCY

Name: City of Redlands
 Street: P.O. Box 3005
 City/Zip Code: Redlands, CA 92373
 Director: Rita Osborn
 Phone Number: 798-2513
 Contact Person: Kathie Flemington
 Phone Number: 798-2513

SUPERVISORY DISTRICT AREAS SERVED

(represent areas of participant residence)

- ☐ A-1 ☐ A-2
☒ A-3 ☐ A-4
☐ A-5

LENGTH OF FINANCIAL AGREEMENT

(allowable period under which costs may be incurred)

From: May 1, 1992 To: September 30, 1992

Program Activity (check items that are applicable)

- | | | |
|---|--|--|
| ☐ A - Assessment
☐ B - Work Exp/Remedial (SYEP)
☐ C - Customized Training
☐ D - Classroom Training - Occupational Skills
☐ E - Education for Employment (youth)
☒ F - Classroom Training - Remedial
☐ G - Job/Career Counseling (EDWAA)
☐ H - English as 2nd Language (EDWAA) | ☐ I - Intake/Eligibility
☐ J - On-the-Job Training
☐ K - Job Placement/Job Search
☐ L - Individual Skills Training
☐ M - Job Placement Activities (SDA)
☐ O - Job Specific Skills (youth)
☐ P - Pre-employment Skills/Work Maturity Skills (youth)
☐ Q - School-to-Work (youth) | ☐ R - Individual Referrals
☐ S - Supportive Services
☐ T - Tryout Employment (youth)
☐ U - Skill Upgrading/Retraining
☒ V - Work Experience (unlimited)
☐ W - Work Experience (limited)
☐ X - Basic Readjustment (EDWAA)
☐ Y - Retraining Services (EDWAA)
☐ Z - Other |
|---|--|--|

BUDGET COST CATEGORIES		PLANNED PROGRAM DIMENSIONS			
			Adult	Youth	Total
Participant Wages	\$ 36,231	Total Enrollments	N/A	38	38
Participant Fringe Benefits	\$ 4,481	Enter Employment	N/A	NA	NA
Training	\$ 697	Completion of Positive Training	N/A	38	38
Other Participant Support	\$ 8,747	Other Terminations (Negative)	N/A	0	0
Administration	\$ 1,551	TOTAL TERMS:	N/A	38	38
TOTAL:	\$ 51,707				

CERTIFICATION SHEET

A. Chief Officials/Officers of the Board of Directors (list names and titles)

1. Charles DeMirjyn, Mayor
2. Swen Larson, Mayor Pro Tem
3. Jim Foster, Councilmember
4. William Cunningham, Councilmember
5. Dee Ann Milson, Councilmember

B. Chief Fiscal Officer, Bookkeeper or Accountant:

Name: Steve Chapman
Address: P.O. Box 3005, Redlands, CA 92373
Phone: 799-2840

C. Date this Organization began Operation:

Month: 12 Day: 03 Year: 1888

D. State Identification Number: 800-9833-8

Federal Tax Number: 95-6000-766

This is to certify that the above information is true, complete, and correct and that

Steve Chapman

Person*

of

City of Redlands
Organization

is legally authorized by its governing body to enter into this Agreement and other related transactions on its behalf.

ATTEST:

[Signature]
CITY CLERK

[Signature]
Signature of Certifying Individual*

Swen Larson, Mayor Pro Tem
Name & Title

P.O. Box 3005, Redlands, CA 92373
Address

798-2513
Telephone

* These two individuals are different persons

PROGRAM NARRATIVE DESCRIPTION

I. GENERAL

(Briefly describe the program to be provided, including a statement of work to be performed and specific features of the program. Text must be specific, concise, and clear. Activities authorized under SYEP shall be Work Experience and/or Work Experience combined with Remedial Training, and/or any other activities described in Part B: SYEP of the Act, including the assessment of reading and mathematics skill levels of participants in programs funded by this Agreement. Sources of reference: §253(a)(1)(2), §253(b), §254, JTPA Directive 87-3, 87-7, JTPO Policy Bulletin 84-3).

The Summer Youth Employment Program is designed to help youth find employment during the summer months. It is designed to provide gainful employment for youth between the ages of 14 and 21 who meet the federal JTPA guidelines.

All participants will be evaluated to determine those unable to achieve at grade level in the subject matter areas of Reading and Mathematics. The testing instrument to be used during the program for reading and math assessment will be the State-recognized CASAS materials. Participants will be receiving the minimum wage of \$4.25 an hour, effective the first day of enrollment, and only paid for the actual number of hours in training. A copy of the pre-test and post-test will be on file at the Recreation Division and a copy will be sent to the service delivery area. Only those students requiring remedial training will participate in the remedial program.

Remediation classes will be required each Monday. Remedial reading classes will last two hours. Students will be post-tested using the same instrument. One hour of classwork will be administered during 5 hour period.

JTPA youths will have an opportunity to earn money while experiencing a useful work experience. Participants are encourage to continue school after completion of the program.

An additional goal is to develop useful work behavior traits on the part of the participant through proper supervision at the worksites. Participants will be trained and employed in a variety of occupations, i.e. maintenance, recreation and clerical. The City of Redlands plans to enroll thirty-eight (38) JTPA eligible individuals into the program. and the training will be conducted by the worksite supervisors. Eleven (11) weeks average of work experience is programmed for each participant who will be receiving the minimum wage of \$4.25 an hour for the actual number of hours of training.

School administered and approved proficiency exams will be accepted as verification or proficiency levels of some participants.

Job slots and occupation titles, worksite development and the number of students to be enrolled, trained as a result of this activity shall be in accordance with the Program Occupational Summary, Attachment 1, the Significant Segment Plan, Attachment 2 and the Program Worksite Summary, Attachment 3.

PROGRAM NARRATIVE DESCRIPTION

ADDITIONALLY:

(For items not described on Page 5, provide additional descriptions of the service to be delivered through this Agreement. Include specific results, schedule of activities and/or other details which will constitute a "Statement of Work" for the program to be provided).

Schedule of Activities

May 1, 1992	1992	September 30,	1992	Program planning and worksite assignment; hiring of staff; job slots development • Pre-testing, Assessment and Job Skills Identification • Orientation to Participants and Worksite Supervisors
June 15,	1992	August 28,	1992	Participant's time in the Program (tentatively)* • Work Experience period for participants, or • Work Experience combined with Remedial (if applicable) • Post-Testing; Participant's Final Evaluation
August 31,	1992	September 30,	1992	Program Evaluation; Reports and Reimbursement; Closeout of Contract

* In-school Youth may be enrolled in the program once the school has officially recessed for the summer and must be terminated from SYEP prior to the opening day for the fall semester. This definition does not apply to the Out-of-School youth and/or schools operating on a year-round, full-time basis.

Out-of-school youth and students attending schools that operate year-round, except as provided in §254(a), must be terminated from the program on/or before September 30th, or on/or before the terminating date of the Contract, whichever comes first. Additionally, in no case, may an individual be enrolled prior to May 1st, or remain in the program beyond the terminating date of the Contract, or September 30th, whichever comes first.

Worksites to be selected shall be public employers or private non-profit agencies designed to enhance employability of participants to develop good work habits and basic work skills.

Sources of Reference: JTPA §254(a), Directive 86-1, JTPA Technical Assistance Bulletin 36, Directive 87-7, TEGL 3-86, etc.

PROGRAM NARRATIVE DESCRIPTION

II. PROGRAM OPERATIONS

State job titles and number of staff involved in providing the following. If another agency is directly involved in the process, describe the extent of involvement. Further describe the method of accomplishment of each:

1. **RECRUITMENT/OUTREACH:** (Note: In-school, Out-of-School, Private School Students, and Eligible Youth can be served).
Recruitment will be under the direction of the program coordinator.
Press releases were distributed to appropriate agencies.
2. **ASSESSMENT:** (for both Math and Reading and Work Experience; References: §104, §253(b) of the Act). Applications are screened by the Program Coordinator and the Recreation Supervisor for ability aptitude and interest, every student will be assessed for achievement by the certified instructor teaching the remedial classes.
3. **TRAINING:** (Describe training to be provided: for W.E., emphasize on-site W.E. training; for Remedial: focus on basic math and reading designed for students to meet the grade level; Ref: §253(a)(b); Directive 87-3, 87-7)

The program coordinator will assist participants to develop satisfactory job skills, worksite supervisor will train participants in proper work habits and safety procedures.
4. **SELECTION/INTAKE:** Intake will be performed by the Contractor. The Contractor makes preliminary determination of eligibility, initiates and prepares all required MIS forms, JTPA Registration, Enrollment (E1 Form), Completion/Termination Form (E2). The SDA/Intake shall execute (sign) the enrollment forms (E1).
5. **ORIENTATION:** Participants and Worksite Supervisors will be given orientation in regard to program goals, work habits and attitudes, labor laws, attendance, accident report, civil rights, health and safety, cause for termination, etc. Participant and Supervisor handbooks or any similar materials will be distributed to all persons involved using the SDAs sample guide.
6. **COUNSELING:**

The Program Coordinator will provide counseling to participants on an individual or group basis.
7. **SUPPORTIVE SERVICES:** The Contractor is responsible to review Request for Supportive Services and provide/pay those services directly to participants, using funds allocated in this Contract (Page 14). Each request must be supported on its own merit, based upon individual need, as justified by the participant to the Contractor.

PROGRAM NARRATIVE DESCRIPTION

8. **JOB DEVELOPMENT:** (Unsubsidized Employment for participants who do not plan to return to school after completion of SYEP).

N/A

III. PROGRAM POLICIES/PROCEDURES

1. **Employability Development Plan (EDP)** is a written plan which identifies education, training, and employment goals of a participant, and includes a planned series of actions leading to the goal(s). Describe the way in which the requirement shall be met for this program.
 - The SYEP staff will design an EDP or IEP for participants and use it as a practical means of managing participant activities.
2. **Job descriptions** for all staff listed in the Budget Statement (Section B: Staff Costs) must be provided. These descriptions must functionally support any proration of staff costs among the various cost categories.
 - Job description for staff who are paid under this Contract is on file with the County of San Bernardino.
3. In accordance with §143(a)(3) of the Act and Paragraph 9(A), Attachment 4 of the Contract, **Workmen's Compensation** must be provided for SYEP participants. Describe the insurance provided or the method used to assure compliance with these regulations.
 - Workmen's Compensation benefits will be provided for participant, using funds allocated for this SYEP Contract. (Budget Statement, §A of Page 12).
 - Certificate of Insurance is on file at the Contractor's office, with a copy sent to the Department.

PROGRAM NARRATIVE DESCRIPTION

4. Describe systems designed for apprising program management of both programmatic and fiscal performance on a regular basis. State type and frequency of reports and/or meetings, as well as job titles of staff involved in the reporting process.

The SYEP Coordinator meets weekly with the City of Redlands Recreation Supervisor to review procedures and new developments.

Written reports are kept on file as documentation for future reference.

Once a month (on the 10th), a budget report is typed indicating the beginning balance, expenditures and ending balance.

5. Briefly explain the system which will assure that proper financial accounting methods will be used for this program. Describe accounting procedures, including a description of how all accounts and records are maintained; describe the frequency of reconciliations and trial balances; describe the development of reports and Requests for Reimbursement; and describe the system of internal controls designed to safeguard against waste, loss and misuse of funds.

- Proper accounting controls will be implemented to ensure the accountability of all funds received and expended or disbursed under this Contract.
- Request for Reimbursement will be developed once per month to reflect actual expenditures for the previous month.
- Internal controls to prevent fraud, misuse, and waste will be implemented.

6. Identify worksites and potential worksites to be used for the program. All Worksite Agreements between the Contractor and the Worksite Operator should be placed in file for audit purposes. Further, it is required that a copy of all Agreements be forwarded to the Department within ten (10) days of their execution.

- The Contractor is responsible to conduct pre-monitoring and evaluation of new worksites, based on the nature of the training provided and the career interests of the participants. The SDA reserves the right to reject/withdraw any worksite if it does not meet qualifications for worksite selection.
- Worksite Agreement between the Contractor and the Worksite Operators will be placed on file, with a copy forwarded to the worksite and to the Department within ten (10) days of their execution.

PROGRAM NARRATIVE DESCRIPTION

7. Indicate whether or not the program will generate or assist in generating any ADA, revenue, or income for organization in any manner. If so, describe in detail, including estimated amount and source. If no ADA, revenue, or income is generated, state NONE.

No gross or net revenue will be generated as a result of this contract.

8. Explain any participant selection criteria to be used other than JTPA eligibility. Describe any special tests, scores required for entry, any age criteria, regular school attendance record, any required educational levels, or any other restrictions on participation. (if NONE are listed, it is understood that NO eligible applicant may be rejected by this program).

NA

9. Describe the internal procedures to be used for resolving participant grievances. Show the specific steps a participant must follow and the time limits for resolution. The Department should be shown as the final step in the procedure for unresolved grievances.

Below is the guide to assist in developing an internal "Participant Complaint and Grievance Procedure."

- | | |
|--|---|
| (a) Complaint/grievance identified verbally and discussed by participants with <u>Program Coordinator;</u>
<u>Worksite Supervisor</u> | Same day or within 24 hours maximum.
If not resolved, go to Step 2. |
| (b) Complaint/grievance identified in writing and discussed with <u>City Recreation Supervisor</u> | Same day or within 2 working days maximum. If not resolved, go to Step 3. |
| (c) Participant, witness (if any), <u>Worksite Supervisor, Program Coordinator</u> Contractor or his/her Representative meet to resolve grievance. | Same day of Contractor's receipt of form or within 2 working days maximum; if not resolved, go to Step 4. |
| (d) If not resolved, all documents, procedures, and reports forwarded to the Department for appropriate actions according to the Complaint/Grievance Procedures. | Contractor will be notified of the actions taken by the Department and resolution of the complaint. |

Contractor shall provide each participant with a copy of its internal JTPA Participant Complaint and Hearing Procedures upon enrollment into the program. Contractor shall maintain on file a copy signed by the participant, with the second signed copy given to the participant.

Sources of Reference: §144(a)(b); SDAs policy of May 20, 1991, and JTPO Policy Bulletin 84-8.

PROGRAM NARRATIVE DESCRIPTION

IV. ADDITIONAL STIPULATIONS:

1. Continued funding or modification under this Contract will be contingent upon the availability of funds.
2. City of Redlands assures and assumes full responsibility under the Act, in compliance with safeguards against fraud and abuse as set forth in the Act, and pursuant to Federal Regulations.
3. No equipment is authorized under this Contract due to a limited duration of the program.
4. The Contractor shall operate a County of San Bernardino JTPA Program in accordance with the Contract policy as approved by the Private Industry Council and the San Bernardino County Board of Supervisors; and as set forth in the County's Grant Application issued on February 21, 1992, which is incorporated herein by this reference.
5. The Contractor shall develop and maintain adequate controls, personnel records, standards, and evaluation procedures as may be necessary to promote an effective program responsive to the spirit and intent of the Job Training Partnership Act.
6. The Contractor shall not incur expenditures provided under this Contract prior to the commencement date and after the termination of this Contract.
7. The Contractor shall comply with provisions contained in Attachment 4 of the Contract herein referred to as the JTPA Assurances and Certifications.
8. The Contractor shall be paid, on a cost-reimbursement basis, for all expenses authorized under the terms and conditions of this Agreement. The Contractor shall invoice the County on the tenth (10th) working day of each month, using the cost-reimbursement form to be provided by the County.

Additionally, the Contractor must report and submit all final claims for payment within the closeout of Contract, which is due thirty (30) days after contract termination. Invoices not received within or before that date will be processed and paid directly by the State or the Department of Labor (DOL), which the Contractor hereby acknowledges and accepts delayed payment.

9. The County has the authority to withhold funds under this Agreement, pending a final determination by the County of questioned expenditures or indebtedness to the County arising from past or present agreements between the County and the Contractor.

Additionally, payments to the Contractor may be withheld by the County if the Contractor fails to comply with any provisions of this Agreement.

10. The Contractor shall assure that funds provided by this Agreement must be used exclusively for activities authorized under this Title IIB-SYEP Program. Commingling and/or diverting of funds to support the activities of other programs is NOT authorized. Documentation supporting the expenditures should be kept on file at the Contractor's office, and made available at all times for audit and monitoring purposes.

PROGRAM NARRATIVE DESCRIPTION

11. The Contractor shall assure that programs and activities funded under this Contract are conducted in compliance with program limitations, and with laws and regulations, including the Federal Non-Discrimination Laws, §503 and §504 of the Rehabilitation Act of 1973, the Labor Code of California, the California Child Labor Laws, System to handle Equal Employment Opportunities issues, Complaint and Grievance, and Health and Safety conditions for staff and participants.
12. The Contractor is responsible for monitoring its JTPA Program activities on and off-sites. The monitors shall make a written record of their findings and share them with the Worksite Operators. Copies of the findings must be available for review by the SDA in the files at the Contractor's office.

Additionally, the County reserves the right to monitor and visit, announced or unannounced, the Contractor's program, including visits to all locations, offices, and training sites at any time during normal business hours. The monitoring shall be conducted in accordance with the County Service Delivery Area (SDA) monitoring guide and with JTPA Directive 87-12 of July 1, 1987. The monitoring activities become part of the Contract requirements.

13. Participant's File Records: Participant records to be maintained by the Contractor shall include, but are not limited to, the following documents: Registration Eligibility Documents, Assessment and Counseling Notes, Employability Development Plan (EDP), MIS forms for Enrollment/Termination/Completion/Placement, Training Information and Schedules that may include Pre-test, Post-test for Remedial Training, signed copy of Internal Complaint and Grievance Procedures, timecards, payroll, work permits, medical releases, and other required documents as set forth within the SYEP.
14. Program Income and Interest Earned: Program Income is defined as gross income earned by the JTPA program operators from grant or agreement-supported activities. Such income includes, but is not limited to, income from service fees, sale of commodities or products, usage or rental fees, and royalties on patents or copyrights.

The Contractor agrees that income generated under any program shall be used to further program objectives and may be retained by that program, unless the County or the State of California requires that such income be turned over to the County/State of California; and

It is the policy of the State and/or the County that Interest Earned on Program Income may be retained by JTPA Operators and used for the same purposes as program income; and

Interest earned on advances of JTPA funds is not program income. The Contractor agrees that interest earned as a result of funds advanced under this Agreement shall be accounted for separately, reported and returned to the County. The County shall determine the disposition of these funds; and

Any income which has not been utilized within two (2) years of the end of the Program Year in which it was earned, must be returned to the County or the State of California.

Public or Private Non-Profit Contractors' revenues in excess of costs (which have been properly earned) are to be treated as Program Income. The Contractor agrees that revenues in excess of costs shall be used for the same purposes as Program Income.

PROGRAM NARRATIVE DESCRIPTION

Any monies generated as a result of fund-raising activities need not be reported or returned to the County. These funds can be disposed of by the Contractor.

15. The Contractor shall be responsible for the arrangement and procurement of an annual audit in accordance with Paragraph 2(G) of Attachment 4, and agrees that it will provide the County with a copy of its annual Audit Report. The Contractor further recognizes that the County of San Bernardino may not contract with any organization which is not in compliance with this assurance. Payments to the Contractor may be withheld if the Contractor fails to comply with this provision.
16. The Contractor shall provide the county (on form provided) a certification stating that the organization and its principals are not debarred or suspended from doing business with governmental agencies, pursuant to Executive Order 12549.
17. The Contractor shall provide the County (on form provided) a certification stating that their organization and its principals shall not use funds provided by this Agreement in any lobbying activities. Further, if any funds other than Federally-appropriated funds have been paid or will be paid for lobbying activities, the Contractor agrees to submit to the County, the Standard Form - LLL - "Disclosure Form to Report Lobbying."
18. The Contractor shall assure that, and shall provide the County (on form provided) a certification stating that it will maintain a drug-free workplace pursuant to the Drug-Free Workplace Act of 1988.
19. Therefore, prior to the execution of this Agreement, City of Redlands shall submit to the Department, the following documents:
 - Copy of Internal Complaint and Grievance Procedures
 - Job Description of Staff Members who are paid by this Contract
 - Copy of Affirmative Action Policy or EEO Statement
 - Copy of Liability Insurance Certificate
 - Copy of Workmen's Compensation Certificate
 - Certification regarding Compliance with the Single Audit Act
 - Certification regarding Lobbying Activities
 - Certification regarding Debarment, Suspension
 - Certification regarding Drug-Free Workplace requirements.

20. Debt Collection

Where liability for debt collection is determined to be at the Contractor's level by the County, the Contractor will be responsible for the debt. When a debt is established as a result of an audit, a monitoring finding, an investigation, or other means, appropriate action will be taken by the County to collect the debt from the Contractor, pursuant to the Department's Debt Collection Procedures (Rev. 1) of October 30, 1990.

(Sources of Reference: JTPA Info Bulletin 85-6, JTPO Policy Bulletin 84-3, JTPA Directive 87-12, 86-5, 87-7, 84-19)

V. BUDGET STATEMENT

SECTION A - PARTICIPANT SUPPORT COSTS

1. Participant Wages

31 slots x \$ 4.25 /hr. x 25 hrs/wk x 11 wks = 36,231

_____ slots x \$ _____ /hr. x _____ hrs/wk x _____ wks = _____

_____ slots x \$ _____ /hr. x _____ hrs/wk x _____ wks = _____

TOTAL PARTICIPANT WAGES \$ 36,231

2. Participant Fringe Benefits

Employer's Cost of:

FICA 6.2 % x 36,231 = 2246

WC 4.72 % x 36,231 = 1710

Other (specify):

Medicare 1.45 % x 36,231 = 525

_____ % x _____ = _____

TOTAL PARTICIPANT FRINGE BENEFITS \$ 4,481

NOTE: JTPA §143(a)(5) states, "No funds available under this Act may be used for contributions on behalf of any participant to retirement systems or plans;" and DOL's guidelines specify: "FICA payments should be made for SYEP participants effective July 1, 1991, and employers who do not make FICA payments run the risk of having to make retroactive payments."

(Sources of Reference: DOL's letters of June 18, 1991 and July 23, 1991; JTPA TAB 10, JTPO Policy 84-3, JTPA Bulletin 85-6).

TOTAL PARTICIPANT COSTS: (Total #1 and #2) Section A \$ 40,712

SECTION B - STAFF COSTS

[illegible]

Note: The law requires a separate tracking of funds and commingling of funds will not take place. For staff salaries and other expenses that are supported by more than one project fund, Contractor must develop a Cost Allocation Plan for those charges, keep it on file, and make it available at all times for audit and monitoring.

[illegible]

Approval of Indirect Cost Rates: Operators who wish to apply the Indirect Cost Policy must submit to the SDA the Indirect Cost Rate approved by their cognizant Agency. Operators who do not have an approved Indirect Cost Rate, but wish to establish and apply the Indirect Cost Policy, should submit the request to the SDA for approval. (References: DOLs TEIN 39-85 of 3/3/86 and Directive 84-22).

SUBTOTAL: SALARIES

SUBTOTAL: SALARIES			443	6264	6707
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Employer's Cost of Fringe Benefits

Benefit	Rate	Total Salaries				
FICA	6.2%	6,707				
Worker's Comp.	4.72%	6,707				
Medicare	1.45%	6,707				
SUBTOTAL: FRINGE BENEFITS	12.4			54	775	829
TOTAL STAFF COST						

TOTAL STAFF COSTS (Section B)

497	7039	7536
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Section C - Other Program Costs				Admin	Remedial Training	Part. Support	TOTAL
1. Travel Costs							
1.a. Mileage							
Staff Member (Title)	Rate/Mi.	Mi/Wk.	# Wks.				
All Staff	.26	240	16			996	583
1.b. Other Travel Costs (describe)							
SUBTOTAL TRAVEL						996	583
2. Participant Supportive Services							
2.a. Child Care							
2.b. Health Care (medical, dental, eye care)							
2.c. Transportation							
SUBTOTAL SUPPORTIVE SERVICES							
1. Equipment (attach itemized list) Rent/Lease only							
2. Supplies							
3. Reproduction					200	656	772
4. Equipment Repair/Maintenance						56	56
5. Rent: sq.ft. x \$ /sq. ft./mo. x mos.							
6. Utilities							
7. Telephone							
8. Postage							
9. Bonding & Insurance							
10. Advertising - Outreach							
11. Other Expenses (attach description)							
11a. Administration Indirect Cost				1551			1551
TOTAL OTHER PROGRAM COSTS (SECTION C)				1551	200	1211	2962
TOTAL PROGRAM COSTS (A+B+C)				1551	697	49,459	51,707
PERCENT OF PROGRAM COSTS				3%	1.3%	95.7%	100%

Occupational Title Summary		Contractor:		
Agreement No. <u>A9029-21</u>		City of Redlands P.O. Box 3005 Redlands, CA 92373		
Occupational Title	NUMBER Of Jobs	JTPA Wage Rate		Duration of Employment
(A)	(B)	(C)		(D)
Recreation Aide	28	4.25		11 weeks
Maintenance Trainee	3	4.25		11 weeks
TOTAL	31			

This form should be completed for Work Experience Program only. List all occupational titles in column A, and complete columns B through D.

SIGNIFICANT SEGMENT (Youth Only)

Contractor: City of Redlands Contract #: A9029-21 Modification: _____

CHARACTERISTICS

	SDA % Level	Contractor's % Level	
Male	<u>40</u>	<u>50</u>	}
Female	<u>60</u>	<u>50</u>	
14 - 15 Years Old	<u>50</u>	<u>50</u>	} Sum of Percentage Must Equal 100%
16 - 21 Years Old	<u>50</u>	<u>50</u>	
22 - 55 Years Old	<u>-0-</u>	<u>0</u>	
55 and Over	<u>-0-</u>	<u>0</u>	
White (non-Hispanic)	<u>32</u>	<u>25</u>	}
Black (non-Hispanic)	<u>25</u>	<u>25</u>	
Hispanic	<u>36</u>	<u>50</u>	
American Indian/Alaskan Native	<u>1</u>	<u> </u>	
Asian or Pacific Islander (includes Filipino and other Asian or PI)	<u>6</u>	<u> </u>	
School Dropout	<u>30</u>	<u>10</u>	
AFDC Recipients	<u>20</u>	<u>95</u>	
Disabled	<u>12</u>	<u>25</u>	

(Significant Segment means: A group within the local population whose characteristics cause individuals within them to experience unusual difficulty in obtaining employment. Source of Reference: JTPA Directive 87-7, Rev. 1).

PROGRAM WORKSITE LOCATION		Contractor: City of Redlands P.O. Box 3005 Redlands, CA 92373	
Agreement No. <u>A9029-21</u>			
Worksite	Number Of Jobs	Street Address (Do not use P.O. Box)	
(A)	(B)	(C)	
Redlands Community Center	7	111 W. Lugonia	
Recreation Office	9	525 N. University Street	
Crafton	1	311 N. Wabash	
Smiley	2	1210 W. Cypress Avenue	
Sylvan	2	University and Colton	
Kimberly	1	301 W. South Avenue	
Lugonia	2	202 Pennsylvania Avenue	
McKinley	1	645 W. Olive Avenue	
Hillside Memorial Park	1	1540 Allesandro	
Brockton Housing Authority	5	Brockton and Texas	
	31		

**This form should be completed for Work Experience Programs only.
List all work sites in column A, and complete columns B and C.**

ASSURANCES AND CERTIFICATIONS1 Amendment to Agreement

Funding of this Agreement is contingent on the availability of Federal or State funds and continued Federal or State authorization for program activities, and is subject to amendment or termination due to lack of funds or authorization.

This Agreement is subject to amendment as necessary in accordance with requirements contained in any future Federal or State legislation, regulations or policy. Either party may request an amendment or modification to this Agreement. Amendment must be in writing and properly executed by both parties.

The contractor assumes control and responsibility for all fiscal, financial and programmatic matters. No request for Agreement modifications will be honored by the County if such request represents expenses or obligations incurred prior to the Contractor receiving written approval from the County.

2 Auditing and Monitoring

- A. The Contractor shall establish such fiscal controls and fund accounting procedures as required by JTPA and State and Federal or local regulations or as may be deemed necessary to assure the proper disbursement of, and accounting for, funds paid to the Contractor under the Job Training Partnership Act.
- B. The County, the U.S. Department of Labor, the Office of the Inspector General, and the Comptroller General shall have the right to observe, monitor, and/or evaluate all conditions and activities in the Agreement, and to investigate, examine, and audit all records, books, papers or documents related to the conduct of programs funded by the County.
- C. The Contractor shall maintain such program and fiscal records and make such program statistical and fiscal reports as are required by the County. The Contractor agrees to comply with procedures established by the County regarding timely completion and submission of the required reports.
- D. The Contractor shall maintain and make available to the auditors/monitors adequate records; cooperate with all auditors/monitors; comply with all Federal regulations, State and local laws that are cited in the FESA and JTPA laws as they relate to the utilization of funds or operation of programs.
- E. The County will be notified by the auditors/monitors performing audits of any incidents of fraud, abuse or other criminal activity in relation to this Agreement, the Act, or Regulations.
- F. The Contractor agrees to retain all records pertinent to all grants and agreements under the JTPA, including financial, statistical, property and participant records and supporting documentation for a period of three years from the date of obligation of funds. If at the end of three years, there is ongoing litigation or an audit involving those records, the Contractor shall retain the records until the resolution of such litigation or audit is completed.

G. Audit Requirements

The Contractor shall be responsible for the procurement of an audit under the provisions of OMB Circulars A-128 or A-133 (or any other OMB circulars that become legislation) in accordance with the Single Audit Act of 1984, Public Law 98-502. Those organizations not included under OMB A-128 and OMB A-133 shall be responsible for the procurement of an audit in accordance with Section 164 of the Job Training Partnership Act, Public Law 97-300.

OMB Circular A-128 refers to "Audit Requirements for State and Local Governments" and A-133 establishes "Audit Requirement for Higher Education and other Non-Profit Organizations".

Therefore, the Contractor will be responsible for providing the County with information which will assist the County in determining if the Contractor has met its audit requirements for organizations that received (receive) \$25,000 or more in federal funds in any given fiscal year. This responsibility may include but not be limited to, providing the County with a copy of the annual audit report.

Further, the Contractor acknowledges that the County of San Bernardino may not contract with any organization which is not in compliance with these requirements.

3 Choice of Law Governing this Agreement

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

4 Compliance With Statutes and Regulations

The Contractor warrants and certifies that in the performance of this Agreement, it shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County of San Bernardino, including the laws and regulations pertaining to labor, wages, hours, and other conditions of employment. The Contractor further warrants and certifies that it shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

Example of applicable statutes, rules or regulations include but are not limited to, the following:

- A. The Job Training Partnership Act (JTPA) Public Law 97-300 of 1982, all regulations to JTPA, and any new legislation, regulation, policy and procedures which may replace JTPA;
- B. The Family Economic Security Act (California Unemployment Insurance Code) to the extent permitted by Federal Law; all State regulations and local policies and procedures issued pursuant to FESA; and any new legislation, regulation, policy and procedures which may replace FESA; and
- C. The terms and conditions of this Agreement and all applicable Federal, State and local laws, regulations and policies, and any amendments thereto.

- D. The Assurances made by the County that were imposed upon the County and the County's Grant Application for funds under JTPA;
- E. County of San Bernardino JTPA policies as set forth in the Request for Proposal dated February 21, 1992;
- F. County of San Bernardino administrative procedures and notices released in the form of field memorandums;
- G. Copeland Act (Anti-Kick-Back);
- H. Davis-Bacon Act (Labor standard on wages paid.);
- I. Hatch Act - The Contractor will comply with the provisions of the Hatch Act which limits the political activity of the participants, subcontractors, staff, and other interested persons under this contract and will comply with the requirement that no program activities under this contract shall involve political activities.
- J. California Political Reform Act (California Government Code)
- K. Title VI and Title VII of Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972, and implementing regulations;
- L. The Age Discrimination Act of 1975, as amended, and implementing regulations; (Non-Discrimination on the basis of age);
- M. The Military Selective Service Act, Section 3;
- N. Sections 503 and 504 of the Rehabilitation Act of 1973, and implementing regulations; (Non-Discrimination on the basis of handicap); and the American Disabilities Act of 1990;
- O. Title IX of the Education Amendment of 1972; (Non-Discrimination on the basis of sex);
- P. The Single Audit Act of 1984 (Public Law 98-502);
- Q. The Immigration Reform and Control Act of 1986 (where applicable);
- R. Health and Safety Standards under OSHA of 1970.
- S. Executive Order 12549 requires any recipient receiving Federal Assistance funds to certify that their organization and its principals are not debarred or suspended from doing business with governmental agencies.
- T. The Labor Code of California and the Child Fair Labor Standard Act (where applicable);
- U. The Drug-Free Workplace Act of 1988.

5 Effect of Legal Judgement

Should any covenant, condition or provision herein contained be held to be invalid by final judgement in any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not affect any other covenant condition or provision herein contained.

6 Equal Opportunity/Non-Discrimination

The Contractor assures that it has an Affirmative Action Plan which is applicable to cover staff and participants under this Agreement which declares that it does not discriminate on the basis of race, color, religion, creed, national origin, physical/mental handicap, sex, political affiliations or beliefs and ages in the selection of participants and staff personnel. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, citizenship, handicap, or political affiliation or beliefs. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this nondiscrimination clause.

In the event of the Contractor's non-compliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contract in accordance with procedures authorized in Executive Order 11246 of September 24, 1965.

7 General Compliance

- A. All education programs for youth supported with funds provided under this Agreement shall be consistent with applicable State and local educational standards.
- B. Standards and procedures with respect to the awarding of academic credit and certifying educational attainment in programs conducted under this Agreement shall be consistent with the requirements of applicable State and local laws and regulations.
- C. No person or organization may charge an individual a fee for the placement or referral of such individual in or to a training program under this Agreement.

- D. No funds may be provided under this Agreement for any subsidized employment with any private-for-profit employer except as allowed in Section 205(d)-(3)(B) of Public Law 97-300, October 13, 1982. (Tryout Employment Program).
- E. Funds provided under this Agreement shall not be used for Public Service Employment.
- F. Any reports, analyses, studies, drawings, information, or data generated as a result of this Agreement are to be considered confidential. Such information shall not be made available to any individual, agency, or organization except as provided for in this Agreement or as provided by law.

8 Indemnification

The Contractor shall indemnify, defend, and hold harmless to the County, its officers, agents, and employees, and the Private Industry Council (PIC) officers, agents, and employees from any loss, liability, claim or damage that may arise or result from activities of the Contractor, or in connection with Contractor's performance of this Agreement. Without limiting the generality of the preceding sentence, the Contractor shall indemnify, defend, and hold harmless the County and the Private Industry Council against any liability, claim loss, demand or damage incurred by the County or the Private Industry Council as a result of the determination by the United States Department of Labor, or its successor, or the Grantor that activities undertaken by the Contractor in connection with this Agreement fail to comply with any laws, regulations, or policies applicable thereto, or that any funds billed by, or disbursed to, the Contractor under this Agreement were improperly expended.

9 Insurance Requirements

A. Worker's Compensation (When Applicable)

To the extent that a State Worker's Compensation Law is applicable, Worker's Compensation Insurance shall be made available with respect to injuries suffered by participants under this contract. To the extent that such law is not applicable, Contractor shall secure insurance coverage for injuries suffered by such participant before commencing the performance of the work of this Agreement.

B. Underlying Insurance

The Contractor shall be responsible for requiring indemnification and insurance as it deems appropriate from its employees receiving mileage allowance, and from its agents and subcontractors, if any, to protect the Contractor's and the County's interests, and for ensuring that such persons comply with any applicable insurance statutes. The Contractor is encouraged to seek professional advice in this regard.

C. Fidelity Bond (When Necessary)

The Contractor shall secure a fidelity bond against any losses of money, securities, and other property caused by any fraudulent or dishonest act committed by any employee, board member, officer, partner, shareholder and/or trainee of the Contractor, subject to the following requirements:

1. The bond shall be a Commercial Blanket Bond, with an approved corporate surety covering all employees, board members, officers, partners, shareholders, and/or trainees;
2. The bond shall be limited to this Agreement and shall name the County as loss payee, obligee or additional insured for the purpose of reimbursement of any loss sustained by the action of the Contractor in the performance of this Agreement;
3. The bond shall cover losses incurred during the period of performance of this Agreement with a discovery period covering no less than one (1) year subsequent to cancellation or other termination of the bond.

D. Liability Insurance

Prior to commencement of its performance of this Agreement, the Contractor shall procure and maintain in effect a policy or policies of comprehensive general liability and automobile liability for owned and non-owned vehicles with an insurance company or companies for the benefit of the Contractor, the County and the Private Industry Council, under the terms of which the County, its officers, agents, and employees, and the PIC, its officers, agents, and employees are protected from, and insured against, any loss, liability, claim or damage arising out of, or resulting from, activities of the Contractor, its officers, agents or employees in connection with the Contractor's performance of this contract.

The limits of liability of such policy or policies of liability insurance shall be not less than five hundred thousand dollars (\$500,000.00) combined single limit for bodily injury and property damage. The County and the PIC shall be named as additional named insured. Within ten (10) days after execution of this contract by the County, the Contractor shall deliver to the Jobs and Employment Services Department of the County a certificate or certificates of insurance pursuant to this Agreement. The certificate of insurance shall include evidence of the required additional insured endorsements and shall provide that the policy or policies may not be canceled or terminated except upon delivery of thirty (30) days prior written notice to the County and to the PIC.

The Contractor may satisfy the insurance requirements set forth herein by showing that it is a member of a joint powers entity created pursuant to California Government Code Section 6500 et. seq., which provides insurance or self-insurance to Contractor for the risks and to the entities set forth herein for which Contractor has agreed to provide insurance.

The Contractor shall require the carrier(s) of the insurance coverage(s) to waive all rights of subrogation against the County, the Department and the Private Industry Council.

The above insurance requirements are subject to periodic review by the County. The County is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the County determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the County determines that heretofore unreasonably priced or available, the County is authorized, but not required, to change the above insurance requirements to

require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for less than the entire term of the contract (including any option periods) must be in writing and signed by the County to be effective.

Any such reduction or waiver for the entire term of the contract (including any option periods) and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

10

Labor Requirement

- A. The Contractor shall comply with the provisions of Article 3, Chapter 1, Part 7, Division 2 of the Labor Code of California, the California Child Labor Laws and all other applicable statutes, ordinances, and regulations relative to employment, wages, hours of labor and industrial safety.
- B. Whenever the Contractor has knowledge that any actual or potential labor dispute, involving participant or other employees, is delaying or threatens to delay the timely performance of this Agreement, the Contractor shall immediately give notice thereof, including all pertinent information, in regard to same to County.
- C. Conditions of employment or training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, and proficiency of the participant.
- D. Health and safety standards established under State, Federal, and local law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of participants. With respect to any participant in a program conducted under this Agreement who is engaged in activities which are not covered by health and safety standards under OSHA of 1970, the Contractor shall prescribe, by regulation, such standards as may be necessary to protect the health and safety of such participants.

11

Maintenance of Effort

- A. The Agreement will not result in the displacement of employed workers (including partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits), or impair existing Agreements or services or result in the substitution of Federal funds or other funds in connection with work that would otherwise be performed.
- B. No program shall impair existing Agreement for services or collective bargaining Agreement, except that no program under this Agreement which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned.

- C. The Contractor will assure that no funds will be used to hire any participant to fill a job opening created by the action of the Contractor in laying off individuals for the same or any equivalent job, or terminating the employment or any other regular employee not supported under the agreement in anticipation of filling the vacancy so created by hiring a participant to be supported by this Agreement.
- D. The Contractor will assure that no jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
- E. This Agreement contains the entire agreement of the parties and all negotiations and any other agreement between them. This Agreement is not intended to and shall not be to create the relationship of agent, servant, employee, partnership, joint venture or association between the County and the Contractor.

12 Non-Duplication of Service

- A. Funds provided under this Agreement shall only be used for activities which are in addition to those which would otherwise be available in the area in the absence of such funds.
- B. Funds provided under this Agreement shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local County sources, unless the plan established that alternative services or facilities would be more effective or more likely to achieve performance goals.

13 Participation of Small, Minority, and Women's Businesses

To the fullest extent possible in the administration of this Agreement, the Contractor shall provide opportunity for small, minority and women's businesses to participate in procurement under this Agreement.

The Contractor also agrees to comply with the provisions of the Affirmative Action Compliance Program of the County of San Bernardino and rules and regulations adopted pursuant thereto. Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, California Public Contracts Code 2000, and the San Bernardino County M/WBE Policy No. 11-15, and other applicable Federal, State, and County laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Information on these rules and regulations may be obtained from the Contract Compliance Officer of the County of San Bernardino at (714) 387-8894.

14 Payment or Benefits (Where Applicable)

- A. Individuals employed in activities authorized under this Agreement shall be paid wages which shall not be less than the highest: (A) the minimum wage under Section 6(a)(1) of the Fair Labor Standard Act of 1938, (B) the minimum wage under the applicable State or local minimum wage law, or (C) the prevailing rates of pay for individuals employed in similar occupation by the same employer.

- B. A trainee shall receive no payments for training activities in which the trainee fails to participate without good cause.
- C. No funds available under this Agreement may be used for contribution on behalf of any participant to retirement systems or plans.

15 Permits and Licenses

The Contractor shall obtain all permits and licenses necessary to the performance of this Agreement. The Contractor shall pay all normal fees for permits, licenses, inspections or any other certification or service required in the performance of this Agreement. The County is not permitted to waive any fees for services, except as otherwise required by law.

16 Prohibition of Activities

- A. The Contractor will assure that no funds under this contract shall be used to assist, promote or deter union organizing activities.
- B. Funds provided under this Agreement shall not be used to assist in relocating establishments or parts thereof, from one area to another unless such relocation will not result in an increase in unemployment in the area of original location or in any other area.
- C. None of the funds, materials, property, services, and participants shall be used for, or employed on, the construction, operation or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place for religious worship. Contractor also assures that this Agreement does not provide the advancement or aid to any religious sect, church or creed, or sectarian denomination.
- D. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for or to promote any partisan or non-partisan political activity or to support or defeat any pending legislation or administrative legislation.

17 Prohibition of Legal Proceedings

The Contractor is prohibited from using funds under this Agreement for the purpose of instituting legal proceedings against the County or its official representatives.

18 Press Release/Published Announcements

In all communications with the press, television, radio, or any other means of communicating with the general community, regarding any items which are related to the program which is funded by this Agreement, the Contractor shall make specific reference to the County as the contracting agency, and the Private Industry Council (PIC) at the co-sponsor of the program from funds made available under the Job Training Partnership Act, and that the Contractor is an Equal Opportunity Affirmative Action Employer. The Contractors is also requested to coordinate press releases with the County media/public relations for maximum impact.

Property, Tools and Equipment

In the event of any termination, all property (finished or unfinished), documents, photographs, data, studies and reports or unused supplies prepared or purchased by the Contractor under this Agreement shall be disposed of in accordance with direction from the County.

In addition, any tools, equipment, assets furnished to the Contractor by the County and/or purchased by the Contractor with funds from Cost-Reimbursement contracts shall be limited to use pursuant to this Agreement and shall remain the property of the State of California. Upon termination of this Agreement, the Contractor shall immediately return such tools and/or equipment to the County or dispose of them in accordance with the directions of the County.

Personal or real property transferred from program under CETA will be used for the purposes of JTPA and the Contractor will adhere to procedures and recording requirements as may be published by the JTPA in order to maintain accountability for property.

Standard of Conduct

The Contractor hereby assures that in administering this Agreement, it will comply with the standard of conduct set out herein, for maintaining the integrity of the project and avoiding any conflict of interest, nepotism, and any situation which may give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

A. Conflict of Interest

The Contractor assures that none of its directors, officers, employees, or agents shall participate in selecting, or administering any Subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the Subcontractor; or where such person knows or should have known that:

1. A member of such person's immediate family, or partner, or organization has a financial interest in the Subcontract;
2. The Subcontractor is someone with whom such person has negotiated or is negotiating any prospective employment; or
3. The participation of such persons would be prohibited by the California Political Reform Act, (California Government Code) if such persons were a public officer, and because such person would have a "financial or other interest" in the Subcontract.

NOTE: The term "Immediate Family" includes but is not limited to those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law.

The term "Financial or Other Interest" includes but is not limited to:

- a) Any direct or indirect financial interest in the specific Agreement including a commission or fee, a share of the proceeds, prospect of a promotion, or of future employment, a profit, or any other form of financial reward;
 - b) Any of the following interest in the Subcontractor ownership; partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
4. The Contractor hereby assures that it will establish safeguards to prohibit employees from using position for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have business or other ties. Executive officers or employees of the Contractor will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or in part by the Contractor or the County. Supplies, material, equipment or services purchased with JTPA funds will be used solely for purposes allowed under the Agreement.
5. The Contractor shall not subcontract with a former director, officer or employee within a one-year period following the termination of the relationship between said person and the Contractor.
- Further, the Contractor assures that no member, officer or employee or the Contractor shall have any interest, direct or indirect, in any contract or subcontract of the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
6. Prior to obtaining the County approval of any subcontract, the Contractor shall disclose to the County any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officer, directors or employees or their immediate family with the proposed Subcontractor and its officers, directors or employees.
7. The Contractor warrants that it has not paid and will not pay to any third person any money or other consideration for obtaining this Agreement.

B. Nepotism

- 1. No relative by blood, adoption or marriage of any executive or employee of the Contractor, will receive any favorable treatment for enrollment in services provided by, or employment with, the Contractor.
- 2. Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the Agreement, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.

3. The Contractor may not hire a person in an administrative capacity, staff position, or on-the-job training position with funds provided by this Agreement if member of that person's immediate family is engaged in an administrative capacity for the Contractor.

NOTE: A person in administrative capacity is a person who either has an overall administrative responsibility for a program, or has responsibility for the direction, hiring or fiscal integrity of the Contractor's program.

21 Certification Regarding Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal 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 contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all Subcontractors shall certify and disclose accordingly.

22 Waivers

- A. Waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the County.
- B. No waiver by the County or breach of any provision of these conditions shall be deemed for any purpose to be a waiver of a breach of any other provision hereof, or of a continuing or subsequent breach of the same provision.