

COUNTY OF SAN BERNARDINO AGREEMENT
JOBS AND EMPLOYMENT SERVICES DEPARTMENT
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 "Contractor." 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, Public Law 97-300, and any regulations and/or amendments promulgated thereunder.

The Contractor agrees to abide by and adhere to all provisions of this Agreement as incorporated herein. The Service Delivery Area Grant Recipient agrees to reimburse the Contractor in accordance with the terms and conditions of this Agreement for allowable expenses incurred to the extent that such expenses are described herein and are incurred within the period of this Agreement and are allowable under current policies and regulations of the Act, the State of California and the Service Delivery Area Grant Recipient.

CONTRACT AMOUNT: \$ 113,062

PROJECT NAME: Summer Youth Employment Training Program (SYETP)

PERIOD OF AGREEMENT:

4/1/94 / 9/30/94

Beginning Date

Ending Date

SDA: COUNTY OF SAN BERNARDINO

By: Jon D. Mikels

Date: JUN 14 1994

Name: JON D. MIKELS

Title: Chairman of the Board of Supervisors

CONTRACTOR

By: Gary M. Luebbers

Date:

Name: Gary M. Luebbers

Title: City Manager

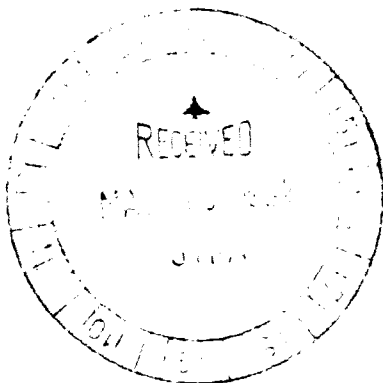
APPROVED AS TO FORM:

By: Susan Hopkins

Date: 5-10-94

Name: ~~SUSAN HOPKINS~~ Kevin Norris

Title: Deputy County Counsel



Reviewed for Processing:

By: Beverly Wilson

Date: 5/10/94

County File Number: _____

JTPA Agreement No.: A9029-41

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SDA: COUNTY OF SAN BERNARDINO

By: _____

Date: _____

Name: JON D. MIKELS

Title: Chairman of the Board of Supervisors

CONTRACTOR

By: [Signature]

Date: _____

Name: Gary Luebbers

Title: City Manager

APPROVED AS TO FORM:

By: _____

Date: _____

Name: SUSAN HOPKINS

Title: Deputy County Counsel

Reviewed for Processing:

By: _____

Date: _____

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AGREEMENT SUMMARY

FUNDED AGENCY

Name: City of Redlands
 Street: 1270 W. Park, P.O. Box 3005
 City/Zip Code: Redlands, CA 92373
 Program Director: Eileen Dirksen
 Phone Number: (909) 798-7547
 Contact Person: Same
 Phone Number: Same

SDA SERVICE AREAS

(represent areas where the services are provided)

- ☐ A-1 West Valley
☐ A-2 Central Valley & Mountain areas
☒ A-3 East Valley and Low Desert areas
☐ A-4 High-Desert areas

LENGTH OF FINANCIAL AGREEMENT

(allowable period under which costs may be incurred)

From: 4/1/94 To: 9/30/94

Program Activity (check items that are applicable) (Rev. 3/94)

- | | | |
|---|---|---|
| ☐ A - Assessment
☒ B - Work Exp/Remedial Ed (SYEP)
☐ C - Customized/Industry Specific
☐ D - Occupational/Skills Training
☐ E - Education for Employment (youth)
☐ F - Remedial/Basic Ed. Skills
☐ G - Individual Skills Training
☐ H - Entry Emp. Exp. (Youth)
☐ I - Intake/Eligibility Determination | ☐ J - On-the-Job Training (OJT)
☐ K - Job Search/Job Club Workshop
☐ L - Limited Internship (youth)
☐ M - Case Management (SDA)
☐ N - Needs-Based Payment
☐ O - Job Specific Skills (Youth)
☒ P - Pre-employment Skills/Work Maturity Skills (youth)
☐ Q - School-to-Work (youth)
☐ R - Rapid Response Assistance EDWAA | ☐ S - Supportive Services
☐ T - Non-Traditional Employment Opportunities for Women
☐ U - Skill Upgrading/Retraining
☐ V - Voc. Exploration Skills
☒ W - Work Experience
☐ X - Basic Readjustment Serv. (EDWAA)
☒ Y - Work Exp/Academic Enrichment (SYEP)
☐ Z |
|---|---|---|

PLANNED PROGRAM DIMENSIONS

Slot Number	Adult	Youth	Total
Total Enrollments	NA	45	45
Terminations include:			
• Entered Employment	NA	N/A	N/A
• Completed Training	NA	44	44
• Not Completed Training	NA	1	1

CERTIFICATION

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

1. Swen Larson, Mayor
2. James W. Foster, Mayor Pro Tem
3. William E. Cunningham, Councilmember
4. Gilberto Gil, Councilmember
5. Pat Gilbreath, Councilmember

B. Chief Fiscal Officer, Bookkeeper or Accountant:

Name: Steve Chapman, Finance Director

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

Phone: (909) 798-7543

C. Date this Organization was founded:

Month: December Day: 3 Year: 1888

D. State ID Number: 800-9833-8

Federal ID Number: 95-6000-766

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

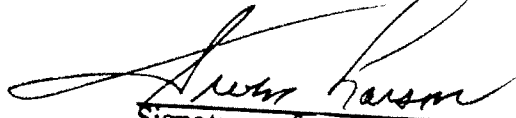
Gary Luebbers, City Manager

(Name of Contract Signatory Official)

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 of Mayor

Swen Larson, Mayor
Name & Title

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

(909) 798-7533
Telephone


City Clerk

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 SYETP shall be Work Experience, combined with Academic Enrichment and/or Remedial/Basic Education Skills, and/or any other activities described in the Act, Part B, Summer Youth Employment Training Program. Completion of an Objective Assessment and development of an Individual Service Strategy (ISS) for participants must also be described).

The City of Redlands 1994 Summer Youth Employment Program is designed to enhance the basic educational skills of youth, encourage school completion or enrollment in supplementary or alternative school programs, provide eligible youth with exposure to the world of work, and enhance citizenship skills. Participants will be youth, ages 14-21, who meet the eligibility criteria as defined by the Job Training Partnership Act.

Our 1994 program will focus on youth, with a special emphasis on those aged 16-21 years. The City of Redlands plans to provide forty-five (45) job slots for JTPA-eligible participants from the Redlands Unified School District service area. Eleven (11) weeks of average training is programmed for each participant. Participants will earn the wage of \$4.50 per hour, effective the first day of enrollment, and will be paid for the actual numbers of hours in training.

The City of Redlands assures that it will comply with JTPA Section 141(a) and focus on the "most in need" who can benefit from the training program. The 1994 program will target dropouts and potential dropouts. This population traditionally slips through the educational crack and into the welfare system.

An Objective Assessment will be prepared to assist youth in reviewing of academic, occupational skills, employability, interests, and career goals. In the process, various instruments including the Work Maturity Survey, COIN (Vocational inventory) and the CASAS assessment test for Math and Reading are utilized. School administered and approved proficiency exams will be accepted as verification of proficiency levels of some participants. Only those students requiring remedial training will participate in the remedial program. Participant will receive orientation that includes program goal, health/safety, on-site training, math and reading education (where applicable) and all participants will attend a variety of academic enrichment workshops planned to enhance life and work skills. Each program participant will be consulted by the Program Coordinator, as to areas of career interest as part of the Individual Service Strategy for each participant. Participants will be assigned to related positions within a variety of occupations, i.e., maintenance, recreation, child care, custodial, parks maintenance and office/clerical.

A post-test will be given to each participant under remediation training. A copy of the pre-test and post-test will be maintained in the program file.

The Program Coordinator will provide overall supervision and guidance to participants, including regularly scheduled worksite visitations and evaluations of participants to ensure participant needs are being met.

ADDITIONALLY:

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

SCHEDULE OF ACTIVITIES

April 1, 1994 through June 16, 1994 Planning phase may include: program planning; worksite and job slots development; hiring of staff; in-service training; recruitment process.

- Assessment and Individual Strategy Service
- Orientation to Participants and Worksite Supervisors

June 17, 1994 through September 30, 1994 Participant's time in Program (tentatively)

September 15, 1994 through September 30, 1994 Final phase may include: Program evaluation and report; final claim and reimbursement; closeout of contract.

- Worksites to be selected for Work Experience defined as Short-term or Part-time employment, must be Public Agencies or Private Non-profit Agencies designed to enhance employability of youth and to develop good work habits and basic work skills. The length of time in Work Experience generally cannot exceed the later of 6 months, or 499 hours.
- In-school Youth can be enrolled in the program once the school has officially recessed for the summer and must be terminated from SYETP 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 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, can Out-of-School youth be enrolled prior to May 1st, or remain in the program beyond the terminating date of the Contract, or September 30th, whichever comes first.
- Students attending schools that operate on a year-round, full-time basis, can be enrolled in the program during vacation period treated as the equivalent of a summer vacation; however, the contract period will prevail and no students in year-round school can be enrolled prior to the commencing date, and/or remain in the program beyond the terminating date of the contract.

II. ESSENTIAL PROGRAM ELEMENTS

Describe the method of accomplishment of each area listed below. If another agency is directly involved in the process, describe the extent of involvement.

1. **OUTREACH/RECRUITMENT:** (Note: In-school, Out-of-School, Private School Students and all Eligible Youth can be served); describe:

Flyers and personal contact with Housing Authority Representative at both Brockton and Lugonia Projects. Information flyers will be developed and posted at various public places, (e.g., low-income housing sites, Redlands Community Center, YMCA, YWCA, Orangewood Continuation School and throughout the Redlands Unified School District. News Releases will be distributed to the various media.

2. **OBJECTIVE ASSESSMENT:** (Each participant must be provided with an objective assessment of his/her basic skills and supportive service needs. This may include review of academic, occupational skills, prior work experience, employability, interests and aptitudes); describe:

Objective Assessment is a multiple-step process. CASAS instrument will be utilized for academic assessment in Math and Reading; school's proficiency exams will also be accepted; SDA's Work Maturity Skills Survey and the COIN instrument are utilized for other areas of assessment. Post-testing will be included.

3. **INDIVIDUAL SERVICE STRATEGY:** (Formerly EDP; individual plan which shall include an employment goal, appropriate achievement objectives, and appropriate sequence of services for participant); describe:

Based upon the assessment, each participant will be consulted by the Program Coordinator regarding areas of career interest to begin to develop the Individual Service Strategy for each participant. The ISS will serve as a career guide which also defines a training plan, objectives to be achieved and sequence of services for participant. Recommendations for additional services will be made, if necessary.

4. **INTAKE PROCESS:** Intake eligibility 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 personnel shall execute/sign the enrollment forms (E1).

5. **ORIENTATION:** Participants and Worksite Supervisors will be given orientation in regard to program goals, work assignment and schedule labor laws, attendance, accident report, civil rights, health and safety, cause for termination, etc. Participation and Supervisor handbooks or any similar materials will be distributed to all persons involved, using the SDAs sample guide.

NOTE: A recent assessment and ISS conducted by other non-JTPA agencies (JOBS, regular high school academic program, etc.) which is completed within one (1) year of application for services, may be used to comply with requirements described in Paragraph 2 and 3 above.

6. **COUNSELING:**

The Program Coordinator will visit the worksite on a regular basis and conduct evaluations of participants to ensure participants need are being met and that training progresses. If a situation arises wherein a participant is obviously mismatched, efforts will be made to reassign that participant to one of the other available job sites. The Program Coordinator will provide counseling for students on a one-on-one basis for any problem that may arise during the program.

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. Each request must be based upon individual need, as justified and described in the "Objective Assessment" and "Individual Service Strategy"); describe:

Supportive Services will be executed in accordance with the procedural rules adopted by the Department.

Documentation supporting payment made for Supportive Services is on files at the Contractor's office.

8. **JOB PLACEMENT:** (means employment not financed by JTPA funds after participant's completion of SYETP; indicate whether such services are available for participants); describe:

N/A

III. **PROGRAM POLICIES/PROCEDURES**

1. **ELIGIBILITY FOR SERVICES:** An individual is eligible to participate in SYETP if such individual is:

- a) age 14 through 21 b) economically disadvantaged

Additionally, the Contractor assures that it shall provide training and employment opportunities to those who can benefit from, and who are most in need of, such opportunities and shall make efforts to provide equitable services among substantial segments of the population (JTPA §141a).

CAUTION: The "10% window provision" which authorizes the non-economically disadvantaged to participate in JTPA training programs does NOT apply to SYETP.

2. **WORKERS' COMPENSATION INSURANCE:** (In accordance with §143 (a) (3) of the Act on Labor Standards, the Workers' Compensation Insurance coverage must be made available with respect to injuries suffered by participants. Describe the insurance provided or the method used to assure compliance with regulations).
 - Workers' Compensation Insurance coverage is provided for participant, using funds allocated for this SYETP Contract. Certificate of W. C. Insurance is on file at the Contractor's office, with a copy sent to the Department, for files.
3. **PROGRAM MANAGEMENT:** (systems designed for apprising program management of both programmatic and fiscal performance on a regular basis. Indicate the type and frequency of reports, meetings, conferences, or other methods in program management); describe:

The SYETP Program Coordinator will meet weekly with Project Director to evaluate program development. Written reports are kept on file as documentation for future reference.

A monthly budget report will be requested from the Finance department, reflecting expenditures, beginning and current balance.
4. **ACCOUNTING and INTERNAL CONTROLS:** (systems that may include Accounting Principles and Practices, Maintenance of Records, Transactions/Financial Reports, Claims for Reimbursement, Internal Control structure to safeguard against fraud, loss, and misuse of funds); describe:
 - Proper accounting controls will be implemented to ensure the accountability of all funds received and expended or disbursed under this Contract. Records supporting financial transactions are maintained in file.
 - Request for Reimbursement will be prepared and submitted before the fifth (5th) day of each month to claim the actual expenditures incurred for the previous month.
 - Internal control structure to prevent fraud, misuse, and loss will be implemented.
5. **WORKSITE AGREEMENT:** (For Work Experience training, a Worksite Agreement must be developed and signed by the Contractor and the Worksite Operator); describe:
 - The Contractor is responsible to conduct pre-monitoring and evaluation of worksites, based on the nature of the training provided and the career interests of the participants. The Department reserves the right to reject/withdraw any worksite if it does not meet qualifications for worksite selection.
 - Worksite Agreement between both parties will be placed on file, with a copy forwarded to the worksite and to the Department, along with the participant's enrollment forms and eligibility documentation.

PROGRAM INCOME or AVERAGE DAILY ATTENDANCE FUNDS: (Indicate whether or not the program will generate any ADA funds, revenue, or income. If so, include estimated amount and source. ADA funds must be used primarily for teacher's salary. JTPA funds can only be used to supplement/support the teacher's salary when ADA funds are not available and/or are not enough); describe:

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

7. GRIEVANCE PROCEDURE: (Internal procedures to be used for resolving grievances or complaints, including the specific steps a participant must follow, and the time limits for resolution. The Contractor can use the sample form provided by the Department, or use the guide shown below); describe:

- | | |
|---|---|
| (a) Complaint/grievance identified verbally and discussed by participants with <u>Program Coordinator</u> and Worksite Supervisor. (position title) | Same day or within 24 hours maximum. If not resolved, go to next Step. |
| (b) Complaint/grievance identified in writing and discussed with <u>Project Director</u> (position title) | Same day or within 3 days maximum. If not resolved, go to next Step. |
| (c) Initial hearing on grievance; complainant, witnesses, contractor or representative meet to resolve grievance. | Within 7 days after receipt of written complaint; if not resolved, go to next Step. |
| (d) Final hearing on grievance; all parties meet to resolve grievance. | Within 20 days of filing of grievance; if not resolved, go to next Step. |
| (e) All documents, procedures, and reports forwarded to the Department for appropriate actions according to Department's Grievance and Hearing Policy of 5/20/91. | Contractor will be notified of the actions taken by the Department and resolution of the complaint; decision shall be made within 45 days of filing of grievance. |

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

IV. ADDITIONAL STIPULATIONS:

1. Continued funding or modification of this Contract to increase funds will be contingent upon the availability of funds. Also, the County makes no commitment to fund this project beyond the terms of this Agreement.
2. The County may unilaterally suspend and/or terminate this Agreement and/or reduce the budget upon written notice at such time and to such extent as funds are reduced/suspended or not made available to the County by the U.S. Department of Labor or the California State JTPD. In the event of such reduction, suspension or termination, the Contractor will be paid, up to the date of such action, for any amount which is properly incurred by the Contractor as a result of the performance under this Agreement.
3. The Contractor shall not incur expenditures prior to the commencement date, and after the termination of this Contract. In addition, at the expiration of this Agreement, or upon termination prior to the expiration, funds not obligated or expended shall revert to the County.
4. The Contractor 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 Department's Policy of July 1, 1990 (Rev. 1) regarding Report of Fraud and Abuse.
5. No purchase of equipment is authorized under this Contract due to a limited duration of the program; however, rent or lease of equipment for use to support this training may be authorized.
6. 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, which is incorporated herein by this reference.
7. The Contractor shall comply with all provisions contained in Attachment 4 of the Contract herein referred to as the JTPA General Provisions.
8. The Contractor shall be paid, on a cost-reimbursement basis, for allowable expenses under the terms and conditions of this Agreement. The Contractor shall invoice the County on the fifth (5th) working day of each month for expenditures actually incurred during the previous month.

Additionally, the Contractor must report and submit all final claims for payment within the final closeout of Contract, which is due thirty (30) days after contract termination.
9. The Contractor shall be responsible for any funds expended on participants who were found ineligible for JTPA services, or found in violation of rules, regulations, JTPA grant or contract.

Also, any disbursements made under this Agreement are determined to be a disallowed cost through monitoring, audit, investigation, or review of records, reimbursement of said amounts will be made within forty-five (45) days after notification. If said reimbursement is not made within the stated time, the County may withhold said amount from non-Federal funds that may be due or become due the Contractor.

Further, 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. 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 Policy (Rev. 1) of October 30, 1990, and/or Policy of September 16, 1991 (Rev. 2) on Audit Review and Resolutions.

11. The Contractor shall assure that funds provided by this Agreement must be used exclusively for activities authorized under this Title Program. Commingling and/or diverting of funds to support the activities of other programs is NOT authorized. Documentation supporting expenditures should be made available at all times for audit and monitoring purposes.

For cash management, the Contractor shall not be required to maintain a separate bank account for this training program, but shall separately maintain an account for Federal; i.e., JTPA, funds on deposit in a non-interest bearing account with a bank insured by Federal Deposit Insurance Corporation (FDIC).

12. 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, among others, the Federal Non-Discrimination Laws, §503 and §504 of the Rehabilitation Act of 1973, the Fair Labor Standards, the Child Labor Laws, System to Handle Equal Employment Opportunities Issues, Complaint and Grievance, and Health and Safety conditions for staff and participants.

13. 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, Program Manager/Director and the Department's monitoring team.

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 JTPA Directive 87-12 of 7/1/87, the Department's monitoring guide and policy (Rev. 1) of 12/2/91 on Monitoring of JTPA Operators.

14. Participant's File Records: Participant records to be maintained by the Contractor shall include, but are not limited to, the following documents: Eligibility Documents, Assessment, Individual Strategy Service (ISS), Orientation, Worksite Agreements, Counseling Notes, Registration and other MIS forms for enrollment/termination/completion/placement, training information, and schedules that may include Pre-test, Post-test for Remedial Training/Academic Enrichment, Internal Complaint and Grievance Procedures, timecards, payroll, work permits, medical releases, and other documents as required by JTPA.

15. The Contractor shall be responsible for the arrangement and procurement of an audit in accordance with the Single Audit Act of 1984, and agrees that it will provide the County with a copy of its Single Audit Report. Paragraph 2(F) of Attachment 4 provides more details to assist the operators in meeting the audit requirements.

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, and/or agree to submit Standard Form LLL "Disclosure Form to Report Lobbying" if any funds other than Federal funds have been paid or will be paid for such activities.
18. The Contractor shall assure 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, the Contractor shall submit to the Department, the following documents:
 - Copy of Internal Complaint and Grievance Procedures
 - Copy of Affirmative Action Policy and Non-Discrimination Policy
 - Copy of Comprehensive General and Auto Liability Insurance
 - Copy of Workers' Compensation Insurance
 - Certification regarding Compliance with the Single Audit Act of 1984
 - Certification regarding Disclosure of Lobbying Activities
 - Certification regarding Debarment, Suspension, Exclusion
 - Certification regarding Drug-Free Workplace Requirements
20. Program Income: Program income is defined as income received by the Contractor directly generated by a grant or subgrant supported activities, or earned only as a result of the grant or subgrant.

Such income includes income from fees for services performed and from conferences, from the use or rental of real or personal property acquired with grant/subgrant funds, from sale of property or sale of commodities, or items fabricated under a grant/subgrant, from revenues earned by governmental/public or private non-profit agency in excess of the actual costs incurred in providing the services and from interest earned on advance of grant/subgrant funds, etc.

The Contractor may retain any program income earned only if such income is added to the funds committed to the JTPA grant and used for JTPA purposes, and under the terms and conditions applicable to the use of the grant.

The Contractors receiving funds under JTPA shall maintain records sufficient to determine the amount of income received, and the purpose for which such income is expended. For more details, the Contractor should consult the Department for other requirements involving "Program Income and Interest Earned" which are not described in this paragraph.

V. BUDGET STATEMENT

SECTION A - PARTICIPANT WAGES AND BENEFITS (SUPPORT COSTS)

1. Participant Wages (see note)

22 slots x \$ 4.50 /hr. x 40 hrs/wk x 10 wks = 39,600

18 slots x \$ 4.50 /hr. x 30 hrs/wk x 10 wks = 24,300

5 slots x \$ 4.50 /hr. x 40 hrs/wk x 13 wks = 11,700

TOTAL PARTICIPANT WAGES **\$75,600**

2. Participant Fringe Benefits; Employer's Cost of: (see note)

FICA and Medicare Contribution: 7.65 % x 75,600 = 5,783

Workers Compensation Insurance 5.16 % x 75,600 = 3,901

Other (specify): Unemployment

6.2 % x 75,600 = 4,687

 % x =

TOTAL PARTICIPANT FRINGE BENEFITS **\$14,371**

TOTAL SECTION A (1 and 2) **\$89,971**

NOTE:

- The Contractor may pay wages to participants in the SYETP while they are participating in activities that are incidental to, and supportive of, their primary Work Experience assignments, provided such incidental, supportive assignment shall not exceed 49% of the participant's total scheduled time in the training program and the Work Experience must be 51% or more of the total scheduled time.
- JTPA Section 143 (a)(5) specifies, "No funds available under the Act may be used for contribution on behalf of any participant to retirement systems or plans."
- Department of Labor's Notice No. 5-91 of 7/23/91 and Rev. 1 of 11/22/91, DOL's letter 27-91 of 6/25/91 and JTPA Information Bulletin 92-1 of 1/16/92 recommend that, effective 7/1/91, FICA taxes (including Medicare) be deducted on all JTPA Title IIB SYETP participants' wages if those participants were not members of a retirement system. These guidelines also state: "Employers who do not make FICA tax payments run the risk of having to make retroactive payments."

SECTION B - STAFF COSTS

Position Title of Staff	Salary/Wk	% of Time	No. Wks.	Admin.	Remedial/Academic Enrichment	Trng.Rel.Supp.Svc./	TOTAL
Program Coordinator	600	100	14				
Peer Counselor	400	100	14		2520	5880	8400
Remedial Instructor	176	100	6			5600	5600
					1056		1056

Note: The law requires a separate tracking of food costs.

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.

Approval of Indirect Cost Rates: Operators who will be _____

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: DOL's TEIN 39-85 of 3/3/86 and Directive 84-22).

SUBTOTAL: STAFF SALARIES				0	3,576	11,480	15,056
Employer's Cost of Staff Benefits							

SUBTOTAL: STAFF SALARIES

Employer's Cost of Staff Benefits

Benefits (Describe Type of Benefits)	Rate %	Salaries				
Fica/WC/MC	12.81	15,056		458	1,471	1,929
Unemployment	6.2	15,056		222	712	934
SUBTOTAL: STAFF BENEFITS	19.01%			680	2,183	2,863
TOTAL STAFF COSTS (Section B)				4,256	13,663	17,919

SECTION C - OTHER PROGRAM EXPENSES

				Admin	Remedial/ Academic Enrichment	Training Related Supp.Svc.	TOTAL
1. Travel Costs							
1.a. Staff Mileage/Travel							
Staff Member (Title)	Rate/Mi.	Mi/Wk.	# Wks.				
All Staff	.28	120	10			336	336
1.b. In-Service Training, Meetings, Conferences, Others							
SUBTOTAL (Total of 1.a. and 1.b.)						336	336
2. Participant Supportive Services							
2.a. Child Care							
2.b. Health Care (medical, dental, eye care)							
2.c. Transportation							
2.d. Uniform/Safety Equipment (per City regs.)						485	485
SUBTOTAL SUPPORTIVE SERVICES (Total of 2.a., 2.b., and 2.c.)						485	485
3. Assessment Costs							
4. Equipment/Property (Rent/Lease Only): Attach a List							
5. Supplies							
6. Reproduction					200	300	500
7. Equipment Repair/Maintenance					200	200	400
8. Rent: sq.ft. x \$ /sq. ft./mo. x mos.							
9. Utilities							
10. Telephone					.75	25	100
11. Postage							
12. Bonding & Insurance						50	50
13. Advertising - Outreach							
14. Other Expenses (describe below)							
Indirect Administration Cost @ 3%				3,301			3301
TOTAL OF SECTION C				3,301	475	1396	5172
TOTAL PROGRAM COSTS (TOTAL OF SECTION A + B + C)				3,301	4,731	105,030	113,062
PERCENT OF PROGRAM COSTS				3 %	4%	93 %	100%

* This total includes Total of Section A and Total of "Training-Related/Support Services" in Section B and Total of "Training-Related/Support Services" in Section C.

Occupational Title Summary			Contractor:	
Agreement Number: <u>A9029-41</u>			City of Redlands	
Occupational Title	Number of Jobs	JTPA Wage Rate		Duration of Employment
(A)	(B)	(C)		(D)
Recreation Aide	15	4.50		10-13 Weeks
Park Maintenance	10			
Office/Clerical	10			
Childcare Worker	5			
Custodial/Maintenance	5			
TOTAL:	45			

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 PLAN (Youth Only)

Attachment #2

Contractor: City of Redlands

Contract #: A9029-41

	SDA % Level (used as a guide only)	Contractor's # to Serve	Contractor's % Level	
Male	40	23	51%	} Sum of Percentage Must Equal 100%
Female	60	22	49%	
14 - 15 Years Old	20	0	0	
16 - 17 Years Old	60	18	40%	
18 - 21 Years Old	20	27	60%	} Sum of Percentage Must Equal 100%
White (non-Hispanic)	32	14	31%	
Black (non-Hispanic)	25	11	25%	
Hispanic		17	38%	
American Indian/Alaskan Native	1	1	2%	} Sum of Percentage Must Equal 100%
Asian or Pacific Islander (includes Filipino and other Asian or PI)	6	2	4%	
School Dropout	30	14	30%	
AFDC Recipients	20	18	40%	
Individuals with Disabilities	12	2	4%	} Sum of Percentage Must Equal 100%
Youth Offender		0	0	
Lacking Work History		23	50%	
High-Risk Youth		34	75%	
Academic Skills ≤ 7th Grade		14	30%	

Significant Segment means: A group within the local population whose characteristics cause individuals within them to experience unusual difficulty in obtaining employment.

Any deviation from the Significant Segment Plan proposed by the Contractor would require a justification. Further, the Contractor recognizes that the County may not contract for the future with any organization which is in non-compliance with the Plan, or it has been determined that the Contractor has substantially violated the Plan.

Program Worksite Location Agreement No.: <u>A-9029-41</u>	Contractor: City of Redlands
Worksite	Street Address (do NOT use Post Office Box) and Phone Number
Community Services Department: Administration Community Center McKinley Elementary School Smiley Elementary School Kimberly Elementary School Crafton Elementary School Sylvan Park Hillside Memorial Park Public Works Parks Maintenance Building Maintenance Municipal Utilities Department Wastewater Treatment Equipment Manintenance General Services Department Print Shop City Manager Personnel Central Stores Finance Department Payroll Planning Department	1270 W. Park Avenue 798-7547 111 W. Lugonia Avenue 798-7572 645 W. Olive Avenue 1210 W. Cypress Avenue 301 W. South Avenue 311 N. Wabash University & Colton Avenue 1540 Allesandro Road 798-7569 1270 W. Park Avenue 798-7508 2 E. Citrus Avenue 798-7655 2 E. Citrus Avenue 798-7698 1950 Nevada St. 798-7506 1270 W. Park Avenue 798-7567 30 Cajon 798-7637 30 Cajon 798-7510 1 E. Vine St. 798-7514 1270 W. Park Avenue 798-7647 2 E. Vine St. 798-7542 2 E. Vine St. 798-7555
This form should be completed for Work Experience Program only. List all worksites to be utilized for this training program.	

GENERAL PROVISIONS**1. Amendment to Agreement**

This Agreement is subject to amendment, as necessary, in accordance with any future Federal or State legislation, authorization for program activities, JTPA regulations or policy. Either party may request an amendment or modification to this Agreement. Amendment must be in writing and properly executed.

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 internal 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 State of California, shall have the right to monitor, and/or evaluate all conditions and activities in the Agreement and to investigate and audit all records, books, papers, or documents related to the conduct of programs funded by the County.
- C. 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 JTPA laws as they related to the utilization of funds or operation of programs.
- D. The County will be notified by the auditors/monitors performing audits of any incidents of fraud, misuse of funds, abuse, or other criminal activity in relation to this Agreement, the Act, or Regulations.
- E. The Contractor agrees to retain all records pertaining to all grants and agreements under the JTPA for a period of three (3) years from the date of obligation of funds. If, at the end of three (3) years, there is an on-going litigation or an audit involving those records, the Contractor shall retain the records until the resolution of such litigation or audit is completed.

F. Audit Requirements

The Contractor shall be responsible for arranging and procuring an audit under the provisions of OMB Circulars A-128 or A-133 (or any other OMB circular that becomes legislation) in accordance with the Single Audit Act of 1984.

OMB Circular A-128 refers to "Audit Requirements of State and Local Governments," Circular A-133 establishes "Audit Requirement for Higher Education and other Non-Profit Organizations," and §164 of the Act establishes the review of fiscal control and fund accounting procedures.

While the OMB Circular A-128 and A-133, in general, do not apply to the commercial or private-for-profit agencies, or no specific requirement to conduct audit of private-for-profit agencies exist, the Single Audit Act does require the local governments to determine whether the

Contractor/Subrecipient spent federal assistance funds provided, in accordance with applicable laws and regulations. This may be accomplished by reviewing an audit of the subrecipient made in accordance with Circular A-110, or through other means (e.g., program fiscal review, program audit, JTPA audit, or financial and compliance audit only).

Therefore, in order to meet the audit requirements for organizations that received/receive \$25,000 or more in federal funds in any given fiscal year, the Contractor shall be responsible for providing the County with a copy of its 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 and/or payment to the Contractor may be withheld by the County if the Contractor fails to comply with the request.

3. Compliance with Laws and Regulations

The Contractor warrants and certifies that, in the performance of this Agreement, it shall comply with all applicable laws, 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.

Examples of applicable laws, 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 or amend JTPA.
- B. The terms and conditions of this Agreement and all amendments thereto.
- C. County of San Bernardino JTPA policies as set forth in the Request for Proposal for JTPA job training programs.
- D. County of San Bernardino administrative and technical assistance released in the form of field memorandums and policy manuals.
- E. Copeland Act (Anti-Kickback) and Hobbs Act (Anti-Corruption).
- F. Davis-Bacon Act of 1931 and Fair Labor Standard Act of 1938 (where applicable).
- G. Hatch Act of 1939, as amended, October 1993; and California Political Reform Act of 1974.
- H. Equal Pay Act of 1963 (where applicable).
- I. Title VI and Title VII of Civil Rights Act of 1964 as amended by Equal Employment Opportunity Act of 1972; and Executive Order 11246 of 1965 (Affirmative Action Obligations)
- J. Age Discrimination Act of 1975, and Age Discrimination in Employment Act (where applicable).
- K. Military Selective Service Act, Section 3 (where applicable).
- L. Rehabilitation Act of 1973, and American Disabilities Act of 1990 (where applicable).
- M. Title IX of Education Amendment of 1972 (Non-Discrimination on the basis of Sex)

- N. Single Audit Act of 1984
- O. Immigration Reform and Control Act of 1986 (where applicable)
- P. Occupational Safety and Health Act of 1970 (standard on health and safety)
- Q. Executive Order 12549 (Debarment, Suspension, and Exclusion)
- R. Child Labor Laws in California, Child Labor Standard Act and Family and Medical Leave Act of 1993 (where applicable).
- S. Drug-Free Workplace Act of 1988
- T. Disclosure of Lobbying Activities

4. Non-Discrimination and Affirmative Action Compliance

No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of, or in connection with any such program because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief. Such action shall include, but not be limited to, the following: employment, promotion, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection of training.

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 Minority and Women Business Enterprise (M/WBE) Policy 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 (909) 387-5544.

The County of San Bernardino has a goal of 15% Minority Business Enterprise (MBE) and 5% Women Business Enterprise (WBE) participation for all contracts and subcontracts.

5. General Program Requirements

- A. The Contractor shall provide employment/training opportunities to those who can benefit from, and who are "most in need" of, such opportunities and shall make efforts to provide equitable services among substantial segments of the eligible population.
- B. 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 the Act.
- C. No funds may be provided under this Agreement for any subsidized employment with any private-for-profit employer, unless the person employed is a youth, 16 to 21 years of age, who is economically disadvantaged and the employment is provided in accordance with §264 (C) (1), Subparagraphs (F) and (H) of the Act.
- D. No funds under the Act shall be used for Employment Generating, Economic Development activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resources centers and similar activities. Additionally, no funds under Title II and Title III of the Act, shall be used for foreign travel.

- E. No funds available under Title II (Part A, B, and C) may be used for Public Service Employment (PSE).

6. Indemnification to the County

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.

7. Insurance Requirements

A. Workers Compensation (when applicable)

A program of Workers Compensation insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

To the extent that a State Workers Compensation Law is applicable, Workers 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 work of this Agreement.

B. Underlying Insurance (if necessary)

The Contractor shall be responsible for requiring indemnification and insurance as it deems appropriate from its employees 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 (if necessary)

The Contractor can secure a fidelity bond against any losses of money and other property caused by any fraudulent or dishonest act committed by any employee, board member, officer, partner, shareholder and/or trainee. The bond shall be limited to this Agreement and shall name the County as loss payee or additional insured for the purpose of reimbursement of any loss sustained by the action of the Contractor in the performance of this Agreement. The bond shall also 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. Comprehensive General Liability and Auto 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, non-owned, leased 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) 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 cancelled 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 §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. The Contractor agrees to execute any such amendment within thirty (30) days of receipt.

8. Labor Standards

- A. The Contractor shall comply with the Davis-Bacon Act, the Fair Labor Standard Act, the Labor Code of California, the Child Labor Laws in California, the Child Labor Standard Act, and all other applicable statutes, ordinances, and regulations with respect to employment, wages, hours of labor, and industrial safety.
- B. 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.
- C. 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.

- D. No program under the Act shall impair (1) existing contracts for services; or (2) existing collective bargaining agreements, unless the employer and the labor organization concur, in writing, with respect to any elements of the proposed activities which affect such agreement.
- E. No participant shall be employed or job opening filled (1) when any other individual is on layoff from the same or any substantially-equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy created by hiring a participant whose wages are subsidized under the Act.

9. Maintenance of Effort

- A. The Agreement will not result in the displacement of currently employed workers (including partial displacement, such as reduction in the hours of non-overtime work, wages, or employment benefits).
- B. 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.

10. 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.

11. Payment of Benefits

- A. Individuals in on-the-job training shall be compensated by the employer at the same rates, including periodic increases, as similarly situated employees or trainees and in accordance with applicable law, but in no event less than the higher of the rate specified in §6(a)(1) of the Fair Labor Standards Act of 1938 or the applicable State or local minimum wage law.
- B. When applicable, 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 §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 occupations by the same employer.
- C. A trainee shall receive no payments for training activities in which the trainee fails to participate without good cause.
- D. No funds available under this Agreement may be used for contribution on behalf of any participant to retirement systems or plans.

12. 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 laws.

13. 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. None of the funds, materials, property, services, and participants shall be used for, or employed on, the construction, operation, or maintenance of any facility as is used or to be used for sectarian instruction or as a place for religious worship.
- C. No funds provided under this Act shall be used or proposed for use to encourage or induce the relocation of an establishment or part thereof that results in a loss of employment for any employee of such establishment at the original location.
- 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.

14. Prohibition of Legal Proceedings/Legal Dispute

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

15. Press Releases/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 funded by this Agreement, the Contractor shall make specific reference to the County as the contracting agency, and the Private Industry Council (PIC) as the co-sponsor of the program under the Job Training Partnership Act, and that the Contractor is an Equal Employment Opportunity Employer. The Contractor is also requested to coordinate press releases with the County media/public relations for maximum impact.

16. 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. 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:

- ▶ 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;
 - ▶ any of the following interest in the Subcontractor ownership: partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in a managerial capacity; or membership on the Board of Directors of governing body.
4. The Contractor hereby assures that it will establish safeguards to prohibit employees from using position for a purpose that 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 (1) period following the termination of the relationship between said person and the Contractor.

Further, the Contractor assures that no member of its Board, officer, or employee or the Contractor shall have any interest, direct or indirect, in any contract or subcontract or the proceeds for work to be performed in connection with this project during his/her tenure as such employee, officer, or member of the Board.
 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 officers, directors, or employees, or their immediate families 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 Work Experience/On-the-Job training position with funds provided by this Agreement if a 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 administration, direction, hiring, or fiscal responsibility of the Contractor's program.

- C.** This Agreement constitutes the entire understanding and complete Agreement between the two parties. This Agreement is not intended to, and shall not be to create the relationship of agent, officer, employee, partnership, joint venture, or association between the County and the Contractor.

17. Certification Regarding Lobbying Activities

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

No Federally-appropriated funds have been paid, or will be paid, by or on behalf of the Contractor to any person, including a member of Congress, his/her officers, employees, agencies for influencing in connection with the award of any Federal contract, grant, loan, agreement, and the extension, continuation, renewal, amendment of such contract, grant, loan or agreement.

If any funds, other than Federal funds, have been paid or will be paid to any person, including a member of Congress, his/her officers, employees, agencies for influencing in connection with Federal contract, grant, loan or agreement, the Contractor shall agree to complete and submit Standard Form - LLL - "Disclosure Form to Report Lobbying" in accordance with its instructions.

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, loans, and agreements), and that all Subcontractors shall certify and disclose accordingly.

18. Request for Waivers

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

19. Report on Inventions, Patents and Copyrights

If any project produces patentable items, patent rights, processes, discovery or inventions in the course of work under a Federal grant or agreement, the Contractor shall report the fact promptly and fully to the County.

The County, or the State, or the DOL's representative shall determine how the rights on the invention or discovery, including licensing, reproduction, publishing, utilization, royalty will be administered in order to protect the public interest consistent with the government policy.