

## Special Services Agreement

### Parties

FRWDB: Fresno Regional Workforce Development Board

Service Provider: County of Fresno

### Administrative Information

Agreement No.	634	MOD #		Effective From	Nov 17, 2020 to June 30, 2021	
Title/Program	Clean Slate Program			CFDA #:	17.258/17.259	
Contact Person	Cheri Yau	Telephone	559-600-1543	Fax	559-600-1570	
Address	2220 Tulare Street, Suite 300, Fresno, CA				Zip	93721
Email	cyau@co.fresno.ca.us					

Employer Identification Number	94-6000512
Internal Revenue Code	

### Funding Allocation

	Adult/Dislocated Worker	Youth	Total
Program	\$30,000	\$15,000	\$45,000
<b>Total (Maximum Funding Level)</b>	<b>\$30,000</b>	<b>\$15,000</b>	<b>\$45,000</b>

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

#### 1. Exhibits

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

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

#### 2. Term

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

### 3. Services

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

### 4. Compensation

- 4.1 FRWDB will compensate Service Provider for the Services at a rate and method of compensation that complies with the Budget and Cost Projection sheet (Exhibit B). FRWDB is not obligated to compensate Service Provider for any services not described in this Agreement without the prior written consent of FRWDB. Furthermore, FRWDB is not obligated to compensate Service Provider for any work, services, or functions relating to Service Provider's efforts to obtain FRWDB's business or for negotiating with FRWDB to enter into this Agreement.
- 4.2 FRWDB will compensate Service Provider for any Services provided only after submission of an itemized invoice by Service Provider to FRWDB's Director. Service Provider must provide FRWDB with all documentation, explanations, or justifications requested by FRWDB concerning the adequacy or accuracy of its invoices for the performance of the Services to FRWDB's reasonable satisfaction.
- 4.3 FRWDB agrees to pay and Service Provider agrees to accept as full compensation for performance of tasks under this Agreement a sum not to exceed **\$45,000** as more fully described in Exhibits A and B.
- 4.4 Any costs not contained in the Budget and Cost Projection Sheet (Exhibit B) associated with the performance of these services shall be borne by the Service Provider irrespective of whether or not such tasks were performed to the benefit of FRWDB or expenses incurred by the Service Provider or its employees, agents, or Service Providers.
- 4.5 In no event shall the maximum compensation including, but not limited to, fees, reimbursement, costs, and expenses, paid to the Service Provider under this agreement exceed **\$45,000** without the prior written consent of FRWDB.
- 4.6 Service Provider must make any requests for an advance payment in writing, with a confirmation of FRWDB's receipt. This request must describe Service Provider's immediate need for the advance. If approved, FRWDB will provide the advanced payment to Service Provider within 10 business days from the date of approval. FRWDB will deduct the advanced payment from Service Provider's next invoice payment. Service Provider must not commingle any advanced payment with any other funds and must deposit the advance payment in a separate bank account. Within 3 business days of FRWDB's request, Service Provider must provide documentation that it spent the advance payment in providing services under this Agreement.

### 5. Record Keeping

Service Provider must submit all invoices no later than the 5th day of the month following the month Services were completed. All invoices must have sufficient detail as may be required by FRWDB in its sole discretion, including, but not limited to, (i) the specific nature of each task performed as services under this Agreement and (ii) the number of hours worked by each person for each task. Service Provider must prepare all invoices in an organized manner that facilitates an efficient and thorough review of the Services it performs under this Agreement. Service Provider must give FRWDB, or its duly authorized representatives, reasonable access to any and all records in Service Provider's

possession, and its employees, agents, and Service Providers. Service Provider is subject to the examination and audit of all records directly or indirectly related to Service Provider's the Services by FRWDB, the City or County of Fresno, the State of California, or the federal government for a period of up to 5 years after the final payment under this Agreement. FRWDB reserves the right to invoice Service Provider for all expenses, including but not limited to, staff time, consulting fees, and copying costs, directly or indirectly attributable to FRWDB's, or its agents, examination of records related to Service Provider's performance of the Services.

## 6. Administration

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

## 7. Non-Discrimination Clause

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

## 8. Defense, Indemnity, and Hold Harmless

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

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

## 9. Insurance

Service Provider must comply with all insurance requirements described in Exhibit D, as amended, or

as otherwise provided in this agreement.

## 10. Limitation of Liability

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

## 11. Independent Service Provider

- 11.1. **Status.** Service Provider is an independent Service Provider. No person employed by Service Provider to furnish the Services is an employee of FRWDB. In performing the Services, Service Provider, including any of Service Provider's owners, officers, partners, officers, agents, employees, and independent Service Providers, will at all times be acting and performing as an independent Service Provider, and will act in their independent capacity and not as an officer, agent, employee, joint venturer, partner, or associate of FRWDB. FRWDB has no right to control or supervise or direct the manner or method by which Service Provider performs its obligations under this Agreement. However, FRWDB may administer this Agreement so as to verify that Service Provider is providing the Services and performing its obligations in accordance with this Agreement.
- 11.2. **Employer Duties.** Service Provider has the sole obligation to provide its employees with all legally required notices and postings, as well as all employee wages and benefits, and will make all Social Security and other withholdings required by applicable federal or state laws and regulations.
- 11.3. **Compliance.** Service Provider must ensure that all of its staff and its third-party Service Providers abide by and strictly comply with FRWDB policies, procedures, and directives, including, but not limited to, FRWDB's zero tolerance policy on harassment as described in FRWDB's personnel manual.

## 12. Termination

- 12.1. **By FRWDB.** FRWDB may immediately suspend or terminate this Agreement when FRWDB, in its sole discretion, determines that:
- (1) Service Provider illegally used any funds provided under this Agreement;
  - (2) Service Provider failed to comply with any provision of this Agreement;
  - (3) Service Provider submitted a substantially incorrect or incomplete report;
  - (4) Service Provider improperly performed any of the Services; or
  - (5) The Federal Government or the State of California suspended or terminated, in full or in part, a grant under which FRWDB receives money to compensate Service Provider for the Services;
  - (6) Termination for convenience of the FRWDB, by 30 day written notice, in full or in part, when it is in the FRWDB's interest.
- 12.2. **By Service Provider.** Service Provider may suspend or terminate this Agreement when circumstances beyond Service Provider's control have made compliance with this Agreement

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

### 12.3 Payment

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

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

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

### 14. Additional Laws and Regulations

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

### 15. Notices

All notices under this Agreement must be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified, or registered mail, or U.S. Postal Service Express Mail, with postage prepaid, by facsimile transmission, or by electronic transmission (email) and will be deemed sufficiently given if served in a manner specified in this section. The addresses and addressees noted below are that Party's designated address and addressee for delivery or mailing of notices. Either Party may, by written notice to the other, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, will be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, 3 days after the postmark date. If sent by regular mail, the notice will be deemed given 48 hours after it is addressed as required in this section and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery will be deemed given 24 hours after delivery to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means (including email) will be deemed delivered upon telephone or similar confirmation of delivery (confirmation report from fax

machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday, or legal holiday, it will be deemed received on the next business day.

County of Fresno Clean Slate Program 2220 Tulare Street, Suite 300 Fresno, CA 93721 Attention: Ernest Buddy Mendes	Fresno Regional Workforce Development Board 2125 Kern Street, Suite 208 Fresno, California 93721 Attention: Blake Konczal, Executive Director Facsimile: (559) 490-7199 Email: <a href="mailto:bkonzal@workforce-connection.com">bkonzal@workforce-connection.com</a>
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## 16. General

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

impaired or invalidated in any way.

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

### Signatures

**“Service Provider”  
County of Fresno**

**Ernest Buddy Mendes**

\_\_\_\_\_  
Name of Officer

**Chairman of the Board of Supervisors  
of the County of Fresno**

\_\_\_\_\_  
Title

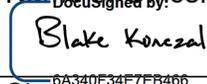
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Signature

\_\_\_\_\_  
Date

**“FRWDB”  
Fresno Regional Workforce Development Board**

**Blake Konczal**

\_\_\_\_\_  
Name of Officer

DocuSigned by:  


6A320F34E7EB466...  
\_\_\_\_\_  
Signature

**Executive Director**

\_\_\_\_\_  
Title

10/15/2020

\_\_\_\_\_  
Date

968446v2 / 16988.0001

### Signatures

**"Service Provider"**  
**County of Fresno**

**Ernest Buddy Mendes**

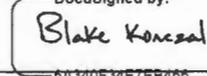
Name of Officer

  
Signature

**"FRWDB"**  
**Fresno Regional Workforce Development Board**

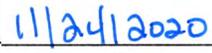
**Blake Konczal**

Name of Officer

  
Signature

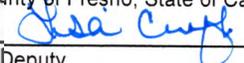
**Chairman of the Board of Supervisors  
of the County of Fresno**

Title

  
Date

ATTEST:

BERNICE E. SEIDEL  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By   
Deputy

**Executive Director**

Title

10/15/2020

Date

968446v2 / 16988.0001

# FRESNO REGIONAL WORKFORCE DEVELOPMENT BOARD

AGENDA ITEM:	A1
MEETING DATE:	June 3, 2020
ACTION:	APPROVE

2125 Kern Street, Suite 208 • Fresno, CA 93721 • (559) 490-7100 • Fax (559) 490-7199 • www.frwdb.net

**TO:** Fresno Regional Workforce Development Board

**FROM:** Adult Council

**SUBJECT:** Workforce Innovation and Opportunity Act Adult and Dislocated Worker Funding Recommendations for Program Year 2020-2021

**RECOMMENDATION:**

Approve Workforce Innovation and Opportunity Act (WIOA) Adult and Dislocated Worker funding allocations for Program Year (PY) 2020-2021 as outlined in the attached budget allocation worksheet (Attachment I).

The Adult Council approved this recommendation on May 21, 2020.

**REASON FOR RECOMMENDATION:**

The Employment Development Department (EDD), Workforce Services Division, released WIOA formula allocations for PY 2020-2021 on May 14, 2020 (Attachment II). These allocations are based on the allotment levels issued by the U.S. Department of Labor, Employment and Training Administration to the states on April 23, 2020.

The Fresno Regional Workforce Development Board (FRWDB) received \$11,110,660 of Adult and Dislocated Worker funds, an overall increase of eight percent (8%) compared to last year's allocation of \$10,249,265. The projected carryover for the WIOA Adult program is \$5,637,583, which is a 15% increase compared to \$4,904,937 for PY 2019-2020. This brings the total available funding to \$16,748,243 which results in an overall net increase of 11%.

Approval of the recommended funding allocations will result in the following:

- Maintain 11.65% carryover to PY 2021-2022;
- Allocate 30% of total award for training as mandated by the State of California in SB734. All training funds are allocated to the current plan year Training and Incumbent Worker Training pools;
- Allocate an increase of \$515,113 of anticipated unexpended training funds from PY 2019-2020 to ensure full expenditure of mandated training funds by June 30, 2021;
- Increase Adult and Dislocated Worker sub-contractors by five percent (5%);
- Maintain Supportive Service pools;
- Maintain Participant Workshop pool;
- Decrease \$70,000 (70%) funding for the Fresno County Public Defender's office for the Clean Slate program. This program assists job seekers in filing legal documents to assist them in

addressing legal barriers to employment, i.e., criminal record expungements and back child support payments;

- Maintain \$50,000 for community outreach;
- Maintain \$90,000 to VR Technical Services for Information Technology programming and maintenance;
- Maintain facility site budgets for Provider staff training such as Active Shooter, Customer Center Design, and for marketing and outreach.

**FISCAL IMPACT:**

Approval of this item will allocate \$16,748,243 of WIOA Adult and Dislocated Worker funds, which will be allocated to FRWDB operational, sub-contracts and participant pools and allocates \$1,294,392 to carryover for PY 2021-2022.

**ATTACHMENTS:**

ATTACHMENT I: WIOA Adult and Dislocated Worker Allocations Worksheet for PY 2020-2021  
ATTACHMENT II: EDD Information Notice WSIN19-45, WIOA Formula Allocations – PY 20-21

	A	B	C	D	E	F	G
1	<b>WIOA ADULT AND DISLOCATED WORKER</b>						
2	<b>ALLOCATIONS FOR PROGRAM YEAR 2020-21</b>						
3							
4							
5			Adult/DW	Adult/DW			
6			Allocation	Allocation	Increase/	%	
7			2019-20	2020-21	(Decrease)	Change	
8							
9							
10	Actual/Estimated Carryover		4,904,937	5,637,583	732,646	15%	
11	Award		10,249,265	11,110,660	861,395	8%	
12	<b>Total Available</b>		<b>15,154,202</b>	<b>16,748,243</b>	<b>1,594,041</b>	<b>11%</b>	
13							
14	<b>Operational Costs</b>						
15	One Stop/Facilities Sites Budget		1,742,203	1,742,203	0	0%	
16	FRWDB Admin Support		1,069,611	1,165,750	0	0%	
17	FRWDB Program Support		1,333,935	1,333,935	0	0%	
18	Assessment Materials		42,630	42,630	0	0%	
19	Employment Study		10,500	10,500	0	0%	
20	Program Income		(277,676)	(277,676)	0	0%	
21	Carryover to Following Year	11.65%	1,194,039	1,294,392	100,353	8%	
22	<b>Total Operational Costs</b>		<b>5,115,242</b>	<b>5,301,734</b>	<b>100,353</b>	<b>2%</b>	
23							
24	<b>Contractors &amp; Participant Pools</b>						
25	CLC - Urban		2,838,731	2,980,668	141,937	5%	
26	Proteus, Inc. - East		562,394	590,514	28,120	5%	
27	West Hills Community College - West		563,745	591,932	28,187	5%	
28	Current Plan Year Training Pool		2,669,005	3,333,198	764,193	30%	
29	Prior Plan Year Training Reserve		2,484,887	3,000,000	515,113	21%	
30	Incumbent Worker Training (IWT) Pool		505,775	505,775	0	0%	
31	Supportive Services		119,483	119,483	0	0%	
32	Participant Workshop Pool		154,940	154,940	0	0%	
33	Pilot Public Defenders Project		100,000	30,000	(70,000)	-70%	
34	VRTS Programming & Maintenance		90,000	90,000	0	0%	
35	Community Outreach		50,000	50,000	0		
36	Business Services Sector Project Pool		0	0	0		
37	<b>Total Contractors &amp; Participant Pools</b>		<b>10,038,960</b>	<b>11,446,510</b>	<b>1,407,550</b>	<b>14%</b>	
38							
39							
40	<b>Total Allocations</b>		<b>15,154,202</b>	<b>16,748,243</b>			
41			0	0			
42							
43			<b>3,074,780</b>	<b>3,333,198</b>			
44	Training Percentage		30%	30%			
45							
46							
47	Note: Due to spreadsheet formula rounding calculations, total(s) may be \$1.00 off.						
48	Prepared By: C. Belerschmitt						
49							

# FRESNO REGIONAL WORKFORCE DEVELOPMENT BOARD

AGENDA ITEM:	3
MEETING DATE:	May 21, 2020
ACTION:	RECOMMEND TO APPROVE

2125 Kern Street, Suite 208 • Fresno, CA 93721 • (559) 490-7100 • Fax (559) 490-7199 • www.frwdb.net

**TO:** Youth Council

**FROM:** Blake Konczal, Executive Director

**SUBJECT:** Workforce Innovation and Opportunity Act Youth Funding Recommendations for Program Year 2020-2021

**RECOMMENDATION:**

Recommend that the Fresno Regional Workforce Development Board (FRWDB) approve Workforce Innovation and Opportunity Act (WIOA) Youth funding allocations for Program Year (PY) 2020-2021 as outlined in the attached budget allocation worksheet (Attachment I).

**REASON FOR RECOMMENDATION:**

The Employment Development Department (EDD), Workforce Services Division, released WIOA formula allocations for PY 2020-2021 on May 14, 2020 (Attachment II). These allocations are based on the allotment levels issued by the U.S. Department of Labor, Employment and Training Administration to the states on April 23, 2020.

The FRWDB received \$7,134,064 of WIOA Youth funds for PY 2020-2021, a 16.39% increase compared to last year's allocation of \$6,129,237. The estimated carryover is \$1,591,983, which is a 24.25% decrease from PY 2019-2020; this brings the total available funding to \$8,726,047.

The WIOA regulations implemented on July 1, 2015, mandates that 20% of the total funds available for youth be reserved for Work Experience (WEX) opportunities, which is reflected in the recommended allocations.

FRWDB staff recommends that the Youth Council approve the proposed budget allocations as outlined in Attachment I. Approval of the recommended funding allocations will result in the following:

- Increase the current three percent (3%) set aside for carryover to five percent (5%) carryover for PY 2021-2022;
- Maintain the current PY 2020-2021 WEX Pool for WIOA mandated 20% for WEX funding;
- Decrease the prior plan year WEX reserve for PY 2019-2020 by \$1,681 based on current estimated expenditures of the mandated WEX funds;
- Increase Youth sub-contractors by five percent (5%);
- Maintain the Vocational Training pool;

- Decrease \$35,000 (70%) funding for the Fresno County Public Defender's office for the Clean Slate program. This program assists job seekers in filing legal documents to assist them in addressing legal barriers to employment, i.e., criminal record expungements and back child support payments;
- Maintain Supportive Services pool;
- Maintain Participant Workshop pool;
- Maintain \$50,000 for Soft Skills Training pool;
- Maintain \$50,000 for community outreach; and
- Maintain facility site budgets for Provider staff training such as Active Shooter, Customer Center Design, and for marketing, furniture and equipment update.

**FISCAL IMPACT:**

Approval of this item will allocate \$8,726,047 of WIOA Youth funds, which will be allocated to FRWDB operational, sub-contracts and participant pools. The \$356,703 will be allocated to carryover for PY 2021-2022.

**ATTACHMENTS:**

ATTACHMENT I: WIOA Youth Allocations Worksheet for PY 2020-2021

ATTACHMENT II: EDD Information Notice WSIN19-45, WIOA Formula Allocations – PY 20-21

	A	B	C	D	E	F	G
1	<b>WIOA YOUTH ALLOCATIONS FOR</b>						
2	<b>PROGRAM YEAR 2020 - 2021</b>						
3	<b>Attachment I</b>						
4			<b>Youth</b>	<b>Youth</b>			
5			<b>Allocation</b>	<b>Allocation</b>	<b>Increase/</b>	<b>%</b>	
6			<b>2019-20</b>	<b>2020-21</b>	<b>(Decrease)</b>	<b>Change</b>	
7							
8							
9	Actual/Estimated Carryover		2,101,692	1,591,983	(509,709)	-24.25%	
10	Award		6,129,237	7,134,064	1,004,827	16.39%	
11	<b>Total Available</b>		<b>8,230,929</b>	<b>8,726,047</b>	<b>495,118</b>	<b>6.02%</b>	
12							
13	<b>Operational Costs</b>						
14	Facility/Site Budgets		460,513	460,513	0	0.00%	
15	FRWDB Admin Support		612,924	612,924	0	0.00%	
16	FRWDB Program Support		943,554	943,554	0	0.00%	
17	Assessment Materials		55,494	55,494	0	0.00%	
18	Carryover to Following Year	5%	183,877	356,703	172,826	93.99%	
19	<b>Total Operational Costs</b>		<b>2,256,362</b>	<b>2,429,188</b>	<b>172,826</b>	<b>7.66%</b>	
20							
21	<b>Contractors &amp; Participant Pools</b>						
22	ResCare - Incarcerated Youth		326,730	343,067	16,337	5.00%	
23	ResCare - Urban North		1,103,966	1,159,164	55,198	5.00%	
24	Fresno EOC - Urban South		1,103,966	1,159,164	55,198	5.00%	
25	Proteus - Rural East		618,231	649,143	30,912	5.00%	
26	West Hills Community College - Rural West		409,196	429,656	20,460	5.00%	
27	Current Plan Year Work Experience Pool		1,103,263	1,284,132	180,869	16.39%	
28	Prior Plan Year Work Experience Reserve		546,681	545,000	(1,681)	-0.31%	
29	Vocational Training Pool		435,849	435,849	0	0.00%	
30	Pilot Public Defenders Project		50,000	15,000	(35,000)	-70.00%	
31	Participant Workshop Pool		55,000	55,000	0		
32	Soft Skills Training Pool		50,000	50,000	0		
33	Community Outreach		50,000	50,000	0		
34	Supportive Services		121,685	121,685	0	0.00%	
35	<b>Total Contractors &amp; Participant Pools</b>		<b>5,974,567</b>	<b>6,296,859</b>	<b>322,292</b>	<b>5.39%</b>	
36							
37							
38	<b>Total Allocations</b>		<b>8,230,929</b>	<b>8,726,047</b>			
39			<b>0</b>	<b>0</b>			
40							
41			<b>1,103,263</b>	<b>1,284,132</b>			
42	Work Experience Training Percentage		20%	20%			
43							
44							
45	Note: Due to spreadsheet formula rounding calculations, total(s) may be \$1.00 off.						
46	Prepared By: C. Beierschmitt						
47							



## COUNTY OF FRESNO

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**Elizabeth Diaz**  
**Public Defender**

### MEMORANDUM

To: Ka Xiong, Special Projects Program Coordinator  
From: Elizabeth Diaz, Public Defender  
Date: October 12, 2020  
RE: Statement of Work  
*Clean Slate Program*

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**Overall Goal:**

The Public Defender's Office (PD) will provide a Clean Slate Program in Fresno County. The program's post-conviction legal services are for low-income and indigent persons with misdemeanor or felony convictions in Fresno County. In addition, the program would help connect participants to either employment and training services or housing services based on need.

**Proposal:**

To provide post-conviction legal services, limited family law services as it relates to child support and arrears, and limited legal services as it relates to driver license suspensions to adult and youth Workforce clients. Clients would be referred from Workforce based on whatever criteria the program deems appropriate in conjunction with basic legal requirements. Services provided under this contract will only be given to WIOA/grant eligible participants as screened and referred by Workforce.

Workforce will perform initial screening of clients to determine applicable relief. Clients will be referred to the program and given an appointment to meet with the Clean Slate Attorney. Initial appointments will occur at an office provided by Workforce. Workforce will provide a list to the Clean Slate Attorney at least two (2) weeks prior to each appointment day. Once analysis has been completed for the client, all applicable petitions will be drafted and filed on the client's behalf. In the case where a client must provide supporting documentation, a separate appointment to complete petitions may be made. Workforce clients should be encouraged to bring all supporting documentation to the initial appointment to expedite the process. Follow-up appointments may occur at the Workforce office or the PD's office. The PD will ensure that all applicable relief is filed and served timely.

Clients will receive assistance with: Expungements (1203.4, 1203.4a, 1203.41, 1203.42, 1203.43, 1203.49 Petitions), Penal Code 17b Motions, Prop 47 Applications/Petitions, Prop 64



Applications/Petitions (reduction to misdemeanor or dismissal). It is preferred that the client come in with a rap sheet<sup>1</sup> but not required.

**Period of Performance:**

This proposal is based on a twelve (12) month term and is estimated to serve 200 clients.

Defense Attorney III ~8 hours/week—in-person consultations for referred Workforce clients and preparation of any applicable applications/petitions.

Paralegal ~8 hours/week—file and serve documents, make copies, pull records from databases, and track data/outcomes.

This contract would include the Defense Attorney, Paralegal, office space, office supplies for the project, software, and any necessary administrative time.

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<sup>1</sup> A “rap sheet” is a defendant’s record of arrest or conviction history in California.



### **Description of Motions<sup>2</sup>:**

1. **1203.4 Petition:** Defendants convicted of a misdemeanor, or felons sentenced to probation and/or local county time may be eligible to file for an expungement. Defendants may file this petition once they are no longer on probation and have no open/active cases. Relief can be mandatory or discretionary depending on the circumstances.
2. **1203.4a Petitions:** Misdemeanants who were denied probation may file for expungement one year from the date of sentencing. Relief can be mandatory or discretionary depending on the circumstances.
3. **1203.41 Petitions:** Defendants convicted of a felony and sentenced to AB109 may be eligible to file for expungement. Defendants sentenced to local prison and mandatory supervision are eligible for expungement one year after their release from supervision. Defendants sentenced to local prison only, are eligible for expungement two years after their release from custody. This relief is always discretionary.
4. **1203.42 Petitions:** Defendants convicted of a felony who would have been sentenced to AB109 had it been eligible at the time of sentencing. The includes eligible offenses prior to October 1, 2011. Defendant may be eligible to file for expungement. This relief is always discretionary.
5. **1203.43 Petitions:** Defendants who satisfactorily completed a Diversion Program (also referred to as PC 1000) is eligible to file for expungement and in essence erase the drug conviction from their record.
6. **1203.49 Petitions:** Defendants may petition the court to have their conviction for solicitation or prostitution to be set aside if they can establish by clear and convincing evidence that the conviction was the result as his/her status as a human trafficking victim.
7. **17B Motion:** A reduction to a misdemeanor is available to those defendants who were convicted of a felony “wobbler offense” and were placed on felony probation. A “wobbler” is an offense that could have been charged as a felony or misdemeanor. If the Defendant’s sentence was stayed or suspended for a term they are ineligible for 17B relief.
8. **Prop 47 Application/Petition:** Defendants with felony convictions for certain property and drug crimes outlined under the statute may apply for a reduction to misdemeanor. Theft offenses must be valued at \$950 or lower.
9. **Prop 64 Application/Petition:** Defendants with felony convictions that are marijuana related may apply for a reduction to a misdemeanor, dismissal, or sealing depending on the circumstances of the case.

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<sup>2</sup> These descriptions only apply to criminal convictions obtained in California and are brief summaries of the relevant law. Additional requirements may affect eligibility.



## Budget Summary

**Applicant:** Fresno County Public Defender

**Grant:** Clean Slate Program

BUDGET LINE #	EXPENSE ITEM	BUDGET	LEVERAGE	TOTAL
1	Staff Salaries	\$ 34,155		
	Number of full-time equivalents <u>0.4</u>			
2	Staff Travel			
3	Communications			
4	Facilities Rent			
5	Facilities Utilities			
6	Facilities Maintenance			
7	Office Supplies	\$693.00		
8	Testing/Instructional Materials			
9	Equipment Purchases			
10	Equipment Leases/Use-Charge			
11	Tools and Supplies	\$1,416.00		
12	Supportive Services			
13	Indirect Costs	\$8,736		
14	"Other" Costs	\$0.00		
15	Costs of Sub-Grants			
	<b>TOTAL</b>	<b>\$45,000</b>	<b>\$0.00</b>	<b>\$0.00</b>

*Indirect costs are calculated by adding Salaries, travel, office supplies and tools and supplies and multiplying by 24.09%.*

## Budget Detail

**Applicant:** Fresno County Public Defender

**Grant:** Clean Slate Program

BUDGET LINE #	EXPENSE ITEM	NARRATIVE DETAIL		
		Salaries charged to project	Fringe Benefits charged to project	FTEs
1	Staff Salaries: List job titles of staff working on project			
	Defense Attorney	\$18,554	\$5,566	20%
	Paralegal	\$7,545	\$2,490	20%
	<b>Totals</b>	<b>\$ 26,099</b>	<b>\$ 8,056.00</b>	<b>40%</b>
2	Staff Travel			
3	Communications			
4	Facilities Rent			
5	Facilities Utilities			
6	Facilities Maintenance			
7	Office Supplies	Stnry, postage, etc. \$50/month x 12 months = \$600+93		
8	Testing/Instructional Materials			
9	Equipment Purchases			
10	Equipment Leases/Use-Charge			
11	Tools and Supplies	Lawyaw legal drafting software (\$59/month*2*12)=\$1416		
12	Supportive Services			
13	Indirect Costs -- Provide rate, direct cost(s) and calculation	24.09% (see attached document for calculation)		\$8,736
14	"Other" Costs	*Use table below for Line Item 14.		
15	Costs of Sub-Grants, list cost of each sub-grant	*Use table below for Line Item 15		

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

Line 15: Sub-Grants	Total
<b>Totals</b>	<b>\$0.00</b>



**INTEROFFICE MEMORANDUM**

**Oscar J. Garcia, CPA**

Auditor-Controller/Treasurer-Tax Collector

**Enedina Garcia**  
Deputy Auditor-Controller

**DATE:** January 10, 2020  
**TO:** Elizabeth Diaz, Public Defender  
**FROM:** *Oscar J. Garcia*  
Oscar J. Garcia, CPA, Auditor-Controller/Treasurer-Tax Collector  
**SUBJECT:** Fiscal Year 2019-20 Public Defender Indirect Cost Rate Proposal Review

The Auditor-Controller/Treasurer-Tax Collector's Department (ACTTC) has reviewed the Indirect Cost Rate Proposal (ICRP) for the Public Defender for Fiscal Year (FY) 2019-20.

The ACTTC's review assessed whether the rate was constructed reasonably and developed in accordance with cost development guidelines, including those outlined in the Office of Management and Budget, Title 2 in the Code of Federal Regulations, Part 200 (2 CFR Part 200).

Based on our review, the attached ICRP was prepared and calculated using the 2018-2019 actual costs for Department 2880. The allocation of allowable indirect cost for Salaries and Benefits was based on actual costs incurred. The allocation of allowable indirect costs for Services and Supplies was based on the indirect percentage of Salaries and Benefits to total costs incurred. Our recommendation is to use actual costs for Services and Supplies allocation.

The ICRP's can be used for any program, provided that your funding entities have not limited your indirect cost recovery to specific percentages. Therefore, we recommend that each grant contract be reviewed for indirect cost guidelines.

If you have any questions, please contact Mario Cabrera at (559) 600-1351 or Ganna Monastyrsky at (559) 600-1709 of our Special Accounting Division at (559) 600-3491.

OJG: jh

Enclosure

## INDIRECT COST RATE PROPOSAL

Public Defender - Dept 2880

FISCAL YEAR 2019-20

BASED ON ACTUALS FROM FISCAL YEAR 2018-2019

Description of Costs	(1)	(2)	(3)	(4)	(5)	
	Total Costs (Based on Actual Costs Incurred)	Total Unallowable Excludable Costs	Total Allowable Indirect Costs	Total Allowable Direct Costs(ADC) + (1) - (2) - (3)	Remaining Costs Should be Zero (0) + (1) - (2) - (3)-(4)	
<b>Salaries &amp; Benefits:</b>						
Salaries/Wages	9,555,246		\$1,422,868	\$8,132,378	\$0	
Overtime/Comp. Time	809			809	\$0	
Benefits	6,812,288		1,014,415	5,797,873	\$0	
<b>Total Salaries &amp; Benefits</b>	<b>16,368,344</b>	<b>0</b>	<b>2,437,284</b>	<b>13,931,060</b>	<b>0</b>	Indirect Salary % (applied to Services and Supplies) <b>14.89%</b>
+ (1) - (2) - (3) (Data is manually entered.)						
<b>Services &amp; Supplies:</b>						
Clothing & Personal Supplies				0	0	
Communications	3,341		497	2,844	0	
Food/Household Expenses			0	0	0	
Liability/Other Insurance	24,302		3,619	20,683	0	
Medical, Dental & Lab Supplies			0	0	0	
Maintenance	3,877		577	3,300	0	
Memberships	27,336		4,070	23,266	0	
Office Expense	133,964		19,948	114,016	0	
Postage	2,920		435	2,485	0	
Prof. & Spec. Services	256,003			256,003	0	
Peoplesoft Charges	33,662		5,012	28,650	0	
Data Processing	655,556		97,614	557,943	0	
End User Software	163,638		24,366	139,272	0	
Operating Leases Buildings	3,745			3,745	0	
Printing	17,713		2,637	15,075	0	
Publications & Legal Notices	47,817		7,120	40,697	0	
Facility Operations & Maint	171,422		25,525	145,897	0	
Small Tools	209,480		31,192	178,288	0	
Spec. Dept. Expense			0	0	0	
Commissions/Advisory Boards			0	0	0	
Education	67,372		10,032	57,340	0	
Transportation/Travel/Mileage	131,695		19,610	112,086	0	
Employee Appreciation	1,263		188	1,075	0	
Utilities	90,372		13,457	76,915	0	
Security Services	82,279		12,252	70,027	0	
<b>Total Services &amp; Supplies</b>	<b>2,127,758</b>	<b>0</b>	<b>278,151</b>	<b>1,849,607</b>	<b>0</b>	
				+ (1) - (2) - (3)		
<b>Other Expenditures</b>	<b>98,787</b>			<b>98,787</b>	<b>0</b>	
				+ (1) - (2) - (3)		
<b>Capital Expenditures (Fixed Assets)</b>	<b>32,375</b>		<b>19,375</b>	<b>13,000</b>	<b>0</b>	
<b>Total Budgetary Expenditures</b>	<b>18,627,263</b>	<b>0</b>	<b>2,734,809</b>	<b>15,892,454</b>	<b>0</b>	
<b>Cost Plan Costs:</b>						
Equipment Use Allowance			0		0	
Building Use Allowance A	122,754		122,754		0	
Building Use Allowance B			0		0	
Building Costs			0		0	
County Administrative Office	22,335		22,335		0	
Parks	3,648		3,648		0	
Bldg & Grounds Maint./Security			0		0	
Auditor-Controller/Treas. (RRD)	124,157		124,157		0	
Purchasing	4,901		4,901		0	
County Counsel	100,502		100,502		0	
Personnel	30,312		30,312		0	
Capital Projects			0		0	
Archives/Storage	8,117		8,117		0	
Roll Forward/Adjustments	204,641		204,641		0	
<b>Total Cost Plan Costs</b>	<b>621,367</b>	<b>0</b>	<b>621,367</b>	<b>0</b>	<b>0</b>	
<b>Total Allowable Indirect Costs (AIC)</b>			<b>3,356,176</b>			
<b>Dist. of AIC Based on Salary/Wages</b>	<b>0</b>		<b>(3,356,176)</b>	<b>3,356,176</b>	<b>0</b>	
<b>Totals</b>	<b>\$19,248,630</b>	<b>\$0</b>	<b>\$0</b>	<b>\$19,248,630</b>	<b>\$0</b>	

Indirect Cost Rate (AIC/ADC Sal. &amp; Ben.):

24.09%

Benefits Ratio = Benefits/Salary&amp;Wages

71.29%

## **Exhibit C**

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

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

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

## ASSURANCES AND CERTIFICATIONS

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

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

### A. GENERAL ASSURANCES

The provider of WIOA services assures that it:

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

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

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

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

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

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

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

The provider of WIOA services hereby certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the provider of WIOA services, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal agreement, grant, loan, or cooperative.
2. If any other than federally-appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal Agreement, grant, loan or cooperative agreement, the provider of WIOA services shall complete and sign a Standard Form–LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The provider of WIOA services shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants and agreements under grants, loans and cooperative agreements,) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, U.S. Code, and section 1352. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

**E. CERTIFICATION OF NON-DELINQUENCY**

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

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

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

**G. CONFIDENTIAL INFORMATION AND DATA**

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

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

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

**I. FRAUD AND ABUSE INCIDENT REPORTING**

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

**J. SUBMISSION OF DOCUMENTATION UPON AWARD**

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

ATTEST:  
 BERNICE E. SEIDEL  
 Clerk of the Board of Supervisors  
 County of Fresno, State of California  
 By  Deputy

Name and Title of Authorized Representative (please print or type):  
 Ernest Buddy Mendes Chairman of the Board of Supervisors  
Of the County of Fresno  
 Name Title  
 11/24/20  
 Signature Date

**Certification Regarding**

**Debarment, Suspension, Ineligibility and Voluntary Exclusion**

**Lower-Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, "Debarment and Suspension," 29 CFR Part 98, Section 98.510, "Participants' Responsibilities." The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

1. The recipient of federal funds certifies the Assurances and Certifications have been read and understood, and that neither it, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  
2. Where the recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

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

Ernest Buddy Mendes  
Name

Chairman of the Board of Supervisors  
Of the County of Fresno  
Title

*Ernest Buddy Mendes*  
Signature:

11/24/2020  
Date

ATTEST:

BERNICE E. SEIDEL  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By *Bernice E. Seidel*  
Deputy

## Exhibit C

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

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

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#### **Standard of Conduct**

The Service Provider hereby agrees that:

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

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

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

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

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

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

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

## Buy American Requirements

### Workforce Innovation and Opportunity Act

#### SEC. 502. BUY-AMERICAN REQUIREMENTS.

(a) COMPLIANCE WITH BUY AMERICAN ACT.—None of the funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) may be expended by an entity unless the entity agrees that in expending the funds the entity will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the “Buy American Act”).

(b) SENSE OF CONGRESS; REQUIREMENT REGARDING NOTICE.—

(1) PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.— In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

(2) NOTICE TO RECIPIENTS OF ASSISTANCE.—In providing financial assistance using funds made available under title I or II or under the Wagner-Peyser Act, the head of each Federal agency shall provide to each recipient of the assistance a notice describing the statement made in paragraph (1) by Congress.

(c) PROHIBITION OF CONTRACTS WITH PERSONS FALSELY LABELING PRODUCTS AS MADE IN AMERICA.— If it has been finally determined by a court or Federal agency that any person intentionally affixed a label bearing a “Made in America” inscription, or any inscription with the same meaning, to any product sold in or shipped to the United States that is not made in the United States, the person shall be ineligible to receive any contract or subcontract made with funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), pursuant to the debarment, suspension, and ineligibility procedures described in sections 9.400 through 9.409 of title 48, Code of Federal Regulations, as such sections were in effect on August 7, 1998, or pursuant to any successor regulations.

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

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

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### **Insurance Requirements**

The Service Provider, at its sole cost and expense, shall maintain in full force and effect at all times during the term of this Agreement:

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

Exhibit D

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

## **Exhibit D**

### **Part 200 – Uniform Administrative Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

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

GL1-2967	AI	<b>CERTIFICATE OF COVERAGE</b>	06/25/2020
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<p><b>Public Risk Innovation, Solutions and Management</b>                  C/O ALLIANT INSURANCE SERVICES, INC.                  PO BOX 6450                  NEWPORT BEACH, CA 92658-6450                  PHONE (949) 756-0271 / FAX (619) 699-0901                  LICENSE #0C36861</p>	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.
	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).
	COVERAGE AFFORDED <b>A- Public Risk Innovation, Solutions and Management</b>

<p><b>Member:</b>                  FRESNO COUNTY                  ATTN: HOLLIS MAGILL                  2220 TULARE STREET, 16TH FLOOR                  FRESNO, CA 93721-2108</p>	COVERAGE AFFORDED <b>B</b>
	COVERAGE AFFORDED <b>C</b>
	COVERAGE AFFORDED <b>D</b>

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

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> Excess General Liability	PRISM 20 EL-03	07/01/2020	07/01/2021	\$1,000,000
	<input checked="" type="checkbox"/> Auto Liability				\$1,000,000
					Limits inclusive of the Member's Self-Insured Retention of \$750,000

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

AS RESPECTS AGREEMENT BETWEEN FRESNO COUNTY AND FRESNO REGIONAL WORKFORCE DEVELOPMENT BOARD FOR PROVIDING POST-CONVICTION SERVICES BY AN ATTORNEY.

FRESNO AREA WORKFORCE INVESTMENT CORPORATION (FAWIC), FRESNO REGIONAL WORKFORCE DEVELOPMENT BOARD (FRWDB), FRESNO COUNTY AND THE CITY OF FRESNO ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY INsofar AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

THIS INSURANCE SHALL BE PRIMARY AND NO OTHER INSURANCE SHALL CONTRIBUTE PURSUANT TO ENDORSEMENT NUMBER U-9.

<p><b>Certificate Holder</b>                  FRESNO REGIONAL WORKFORCE DEVELOPMENT BOARD                  2125 KERN ST., SUITE 208                  FRESNO, CA 93721</p>	<p><b>Cancellation</b>                  SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Gina Dear</i></p> <p>Public Risk Innovation, Solutions and Management</p>

**ENDORSEMENT NO. U-9**

**PUBLIC RISK INNOVATION, SOLUTIONS AND MANAGEMENT  
GENERAL LIABILITY 1**

**AMENDATORY ENDORSEMENT - PRIMARY/NON-CONTRIBUTORY**

It is understood and agreed that Condition 7. OTHER COVERAGE of the Memorandum to which it is attached, is deleted in its entirety and replaced by the following:

**7. OTHER COVERAGE**

If collectible insurance with an insurer, or collectible group coverage through another joint powers authority, interlocal cooperative agreement, self-insurance or other public entity group coverage is available to the **covered party** covering a loss also covered hereunder (whether on a primary, excess or contingent basis), the coverage hereunder shall be: (a) in excess of, and shall not contribute with, such insurance; and (b) shall contribute only with any excess group coverage available through another joint powers authority according to a pro-rata, time on the risk basis. However, this clause does not apply with respect to excess insurance purchased specifically to be in excess of this Memorandum, or to insurance or reinsurance which is intended to provide the remainder of the limit of liability stated in the Declarations of this Memorandum when the coverage afforded under this Memorandum provides less than 100 percent of the limit set forth in the Declarations. However, if the **covered party** has entered into a written agreement, prior to any loss event, in which it is agreed that this coverage shall be primary and/or non-contributory with respect to an additional **covered party** as specified in Endorsement U-1 of this Memorandum, then this coverage shall respond as primary and/or non-contributory, but shall be limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by the written agreement.

Notwithstanding the foregoing paragraph, if coverage for a claim or **suit** is available under this Memorandum and a memorandum of coverage issued in connection with the PRISM's Medical Malpractice Program, this Memorandum shall afford primary coverage only where the gravamen of the claim or **suit** involves liability covered hereunder. EIA staff will preliminarily assess the gravamen of the claim or **suit** and refer it to the committee responsible for the coverage believed to be applicable under this paragraph. Where that committee disputes PRISM's assessment of the gravamen of the claim or **suit** and rejects primary coverage, PRISM will thereafter refer the claim or **suit** to the committee responsible for the other applicable coverage. If that committee also rejects the primary coverage responsibility, the Executive Committee will determine which of PRISM's coverages is primary under this paragraph.

If the Member disputes the acceptance of primary coverage by a committee of PRISM's responsible for the coverage, the Member may appeal that decision to the Executive Committee. Appeal must be requested within 60 days of the coverage acceptance by PRISM.

If the Member is not satisfied with the outcome of the Executive Committee appeal or the determination by the Executive Committee as to which of PRISM's coverages is primary where no committee agreed to accept primary responsibility, the Member may invoke Section (d) and (e) of Article 31 of PRISM's Joint Powers Agreement and proceed to arbitration and, if necessary, litigation. For purposes of this paragraph, the Member must request to invoke Article 31 dispute resolution process within 60 days of the Executive Committee's determination as to which of PRISM's coverages is primary.

Where a memorandum of coverage issued in connection with PRISM's Medical Malpractice Program is determined to afford primary coverage pursuant to this section, the exhaustion of PRISM's limit of liability under the Medical Malpractice Program will satisfy the **covered party's** self-insured retention under this Memorandum.

Coverage for the additional **covered party** under this endorsement is limited to the written contract or agreement as specified on the Certificate of Coverage and Endorsement U-1 of this Memorandum.

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

**Effective Date**

**Memorandum No.:** PRISM 20 EL-00

**Issued to:** ALL MEMBERS

**Issue Date:** June 25, 2020



Authorized Representative  
Public Risk Innovation, Solutions and Management

**Exhibit E**

**SIGNATORY AUTHORIZATION**

I HEREBY CERTIFY THAT Ernest Buddy Mendes  
(Name & Title)

IS AUTHORIZED TO SUBMIT PROPOSALS FOR, AND BY VIRTUE OF HIS/HER SIGNATURE, BIND  
County of Fresno  
(Organization Name)

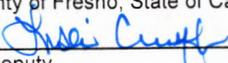
TO CONTRACTUAL AGREEMENTS FOR THE PERIOD

November 17, 2020 THROUGH June 30, 2021

Signature of Governing Body Official & Date Signed:	
Typed Name:	Ernest Buddy Mendes
Title:	Chairman of the Board of Supervisors of the County of Fresno
Signature of Official Authorized Above & Date Signed:	
Typed Name:	Ernest Buddy Mendes
Title:	Chairman of the Board of Supervisors of the County of Fresno
Note: Should circumstances require a change in the above, a new signatory authorization shall be completed and forwarded to FRWDB. Failure to provide the information above may result in the disqualification of your proposal.	

ATTEST:

BERNICE E. SEIDEL  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By   
Deputy