

**AGREEMENT
BETWEEN
THE CITY OF SAN JOSE
AND
THE COUNTY OF SAN MATEO**

This Agreement is made and entered into this ____ day of _____, 2003, by and between the CITY OF SAN JOSE, a municipal corporation ("City") and the COUNTY OF SAN MATEO, a California county government agency ("Contractor").

RECITALS

- A. City is the recipient of a State of California Workforce Investment Act Grant ("WIA Grant") from the State of California Employment Development Department (Grant No. R275867, Grant Code: 542) to serve WIA eligible clients within the San José Silicon Valley Workforce Investment Area and the San Francisco Bay Area.
- B. The San José Silicon Valley Workforce Investment Area is comprised of the cities of San José, Gilroy, Campbell, Los Gatos, Saratoga, Morgan Hill, Monte Sereno, Los Altos Hills, and unincorporated areas of Santa Clara County.
- C. City is a recipient of a State of California WIA Title IB 25 Percent Dislocated Worker Project funds (RE-TEC Grant) for the Regional Technologies Employment Consortium Project (RE-TEC Project). The RE-TEC Project is a collaboration of nine counties and twelve regional Workforce Investment Boards developed to provide services to 900 workers affected by business closures and layoffs from high tech and Internet related companies throughout the Bay Area with rapid response, core and intensive services, training and supportive services. The counties that make up the collaboration include Santa Clara, Alameda, Contra Costa, Monterey, San Benito, San Mateo, San Joaquin, Santa Cruz and Sonoma (the "Collaborative"). City will serve as the fiscal agent for the RE-TEC Grant.
- D. Contractor shall administer the WIA and RE-TEC Grant funding awarded under this Agreement and has special experience and expertise in administering grants from the State of California.

E. City desires to assign a portion of its rights and obligations, as more fully set forth in Exhibit "A" attached hereto and made a part hereof, under the RE-TEC Grant to Contractor and Contractor desires to assume those specified rights and responsibilities. Contractor agrees to administer a portion of the RE-TEC Grant funding awarded to City under this Agreement pursuant to City's agreement(s) with the State of California for WIA and RE-TEC Grant funding. City will make said agreement(s) available upon request.

F. Contractor is subject to the terms and conditions of this Agreement and the City's agreement(s) with the State of California for WIA funding and RE-TEC Grant Funding.

G. City's Director of Silicon Valley Workforce Investment Network ("SVWIN") ("City's Director"), including the Director's authorized designees, is charged with the administration of this Agreement.

For valuable consideration herein acknowledged by the parties:

SECTION I.

TERM OF AGREEMENT.

The Term of this Agreement shall be retroactive from July 1, 2001 ("Commencement Date") and shall expire on June 30, 2003, unless extended or sooner terminated in accordance with the terms of this Agreement. It is understood and agreed that Contractor has provided services prior to the execution of this Agreement in anticipation of its execution, and City agrees to compensate Contractor for those services provided in accordance with the terms of this Agreement. However, in no event shall Contractor be compensated for work performed for City prior to July 1, 2001.

SECTION II.

SCOPE OF CONTRACTOR'S SERVICES.

Contractor shall provide the services described in the attached Exhibit "A" ("Scope of Services").

SECTION III.

GENERAL COVENANTS AND CONDITIONS.

A. Contractor Assurances.

Contractor's Scope of Services shall be provided in strict compliance with all applicable

federal, state, local laws, regulations and policies as amended or revised. Upon reasonable notice, Contractor shall cooperate fully with City's performance requirements under the RE-TEC Grant, including without limitation, auditing Contractor's programs and operations set forth in the Scope of Services, conducting training for Contractor staff, and coordinating the programs and services identified in the Scope of Services with related RE-TEC programs and services.

B. Nondiscrimination and Equal Employment Opportunity.

Contractor shall not discriminate on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for participants only, citizenship or participation in programs or activities identified in this Agreement, in admission or access to, opportunity or treatment in, or employment in the administration of, or in connection with, any program or activity funded under this Agreement. As a condition to the award of financial assistance under this program, Contractor assures, with respect to operation of this funded program or activity and all agreements or arrangements to carry out this program or activity, that it will comply fully with all nondiscrimination and equal opportunity statutes and regulations including, but not limited to, the following; Section 188 of the Workforce Investment Act of 1998; Title VI and VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975, as amended; California Fair Employment and Housing Act, Government Code Sections 12900 et seq.; California Labor Code Sections 1101, 1102, and 1102.1; and with all applicable requirements imposed by or pursuant to regulations implementing those laws. Federal, State and City governments shall have the right to seek judicial enforcement of this nondiscrimination assurance. Contractor assurance of compliance with this provision is attached as Appendix 1, Certification 1.4 Nondiscrimination Assurance.

C. Grievance Procedure.

Contractor shall establish and distribute to all program participants a written description of its procedures for resolving training program complaints in accordance with

applicable WIA laws and regulations. Contractor shall provide copy of said procedures to City.

D. Facilities.

Contractor's facilities shall comply with the applicable laws and regulations, including without limitation, those which govern health and safety, accessibility to persons with disabilities, and prevention of unhealthy conditions. Contractor's Accessibility Certification is attached as Appendix 1, Certification 1.6.

E. Property Management Standards.

The purchase and disposition of property and supplies shall be governed by applicable federal law and regulations, including without limitation, OMB Circular A-110, 29 CFR Parts 95 and 97. Real property shall not be purchased with WIA funds. The purchase and disposition of capital equipment costing more than \$5,000 shall require City pre-approval. Contractor shall maintain inventories and safeguard all equipment purchased with WIA funds.

F. Prohibited Activities.

Contractor shall certify its compliance with applicable Federal reporting requirements related to fraud, abuse, or criminal activities. The applicable Federal reporting requirements are set forth in Contractor's certification which is attached hereto as Appendix 1, Certification 1.2. Contractor shall also certify its compliance with certain Federal regulations related to lobbying, debarment, suspension and other similar matters. The applicable Federal regulations are set forth in Contractor's certification which is attached hereto as Appendix 1, Certification 1.3.

G. Product Rights.

Contractor agrees to grant the Federal, State and City governments, a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. The Federal, State and City governments reserve the right to authorize others to use or reproduce such materials. Further, the Federal, State and City governments shall have

access to any report, preliminary findings or data assembled by Contractor under this Agreement and shall retain ownership and patent rights to any discovery or invention under this Agreement, as provided in 29 CFR 95.48, Appendix A-5 and 97.36(l) (8&9).

H. Certifications.

Contractor acknowledges that certain certifications are set forth in the attached Appendix 1 and that Contractor shall evidence this acknowledgement by separately signing these certifications where indicated in Appendix 1. Contractor shall comply with the certifications specified in Appendix 1.

SECTION IV. FINANCIAL PROVISIONS.

A. Funding Restriction.

The provisions of this Agreement which obligate City to reimburse Contractor, shall be valid and enforceable to the extent sufficient RE-TEC Grant funds are available to City for these purposes. City shall, in no event, be obligated to use non-RE-TEC Grant funds to support the Scope of Services under this Agreement. Contractor shall use funds under this Agreement for provision of RE-TEC related services and shall not use RE-TEC funds for general employer costs that do not support or otherwise directly relate to the Scope of Services.

B. Fifty Percent Drawdowns.

Contractor's Scope of Services are being funded by the RE-TEC Grant awarded to City by the State of California (STATE). The STATE is releasing funds to City in two, fifty percent (50%) increments of \$3.6 million, for a total of \$7.2 million at completion. The City is in receipt of the first fifty percent (50%) increment of \$3.6 million, a portion of which will be paid to Contractor for RE-TEC services provided to City as set forth in the RE-TEC Budget Plan attached hereto as Exhibit B. The City shall not be obligated under this Agreement however, to compensate Contractor for the second fifty percent (50%) of RE-TEC services until such time as STATE releases said funds to City and City receives them. City shall notify Contractor in writing at time of receipt of these funds.

C. Allowable Expenses.

City shall not be obligated under this Agreement to reimburse Contractor for any expense that is not allowable. Allowable shall mean that the expense is: a) actually incurred by Contractor; b) reasonable and necessary for the purpose of providing Contractor's Scope of Services; c) allocable to a WIA and/or RE-TEC Grant cost category; d) permitted in the budget; and e) authorized and permitted under federal, state and local laws and regulations.

D. Financial System.

Contractor shall establish and maintain a system of financial record keeping which complies with applicable WIA rules and regulations and with generally accepted accounting principles relevant to entities receiving WIA and/or RE-TEC Grant funds.

E. Invoicing.

Contractor shall submit monthly invoices to City for Core and Intensive Services, identified in the Scope of Services, and Administrative Costs and Individual Training Account (ITA) fees, identified in the RE-TEC Budget Plan, incurred from July 1, 2001 through August 30, 2002, within thirty (30) calendar days from the date of execution of this contract. For the time period beginning on September 1, 2002 continuing up to June 30, 2003, or until the Agreement is extended or sooner terminated, Contractor shall submit monthly invoices to City for Core and Intensive Services and Administrative Costs only, for each calendar month within thirty (30) calendar days from the last day of the preceding month. A copy of the Monthly Invoice Form is attached hereto as Exhibit "C".

F. Payments.

1. City shall reimburse Contractor for expenditures claimed to be allowable within thirty (30) calendar days after timely receipt of Contractor's properly completed and documented request, or as soon thereafter as is reasonable, provided Contractor complies with all terms and conditions of this Agreement.

2. No reimbursement shall mean or imply that City has made a final determination that any expenditure claimed by Contractor is allowable, nor shall any such reimbursement waive or otherwise limit the rights of Federal, State or City representatives to review Contractor's records and recover any payments to Contractor which are not allowable.

3. City shall not be obligated to reimburse Contractor for any expenditures not reported to City within thirty (30) calendar days after the end of the last month of the Term of this Agreement.

G. Adequate Financial Resources.

Contractor shall have available non-federal resources readily convertible to cash in an amount to repay City all disallowed costs incurred in connection with this Agreement.

H. Participant Fees.

Contractor shall not require any participant to pay Contractor for any services provided in connection with this Agreement.

I. Budget Plan.

The RE-TEC Budget Plan prepared by Contractor is an integral part of this Agreement. The City may require Contractor to provide additional Budget Plan details regarding employee benefits, in-kind contributions, leveraged funds, equipment purchases, facility costs, and similar data pertinent to this Agreement. Any additional Budget Plan detail required by City is due within 30 calendar days from the date of the City's written request for such details.

J. Budget Modification.

Contractor may request, in writing, a change in the RE-TEC Budget Plan, to the City's Director or his designee, requesting adjustments of the dollar amount of cost categories or any line item, so long as the amount of this Agreement remains unchanged. Budget modifications or transfer of funds affecting the performance benchmarks is prohibited.

K. Federal Pell Grants and Other Grant Assistance Programs.

Grant assistance, including federal Pell Grants established under Title IV of the Higher Education Act of 1965, must be utilized for training services prior to funds authorized under this Agreement. Funds authorized under this Agreement may be used to provide assistance beyond the assistance made available under other grant assistance programs, including federal Pell Grants. Funds authorized under this Agreement may be used while a participant's application for federal Pell Grant is pending, except that if such participant is subsequently awarded a federal Pell Grant, appropriate reimbursement shall be made to City from such federal Pell Grant, for amounts expended under this Agreement.

SECTION V. RECORDS, REPORTS, AND AUDITS.

A. Maintenance of Records.

Contractor shall be solely responsible to implement internal controls and record keeping procedures, which comply with this Agreement and all applicable VIA rules and regulations. Contractor's administrative, programmatic and financial records related to the training program, or the Agreement collectively, must sufficiently support the determination that expenditures are allowable.

B. Access to Records.

Contractor's records, including books, documents, papers, records, or other pertinent documents (including computer, audit, evaluation, monitoring, inspection, photocopying, or transcription) relating to this Agreement shall be accessible to the Federal, State and City governments, and other government agencies, as provided in 29 CFR 95.48(d) and 97.36 (I) (10), or otherwise required by law. The right to access encompasses all Contractor records regardless of funding sources (including sources) to determine compliance with the Agreement. This right also includes timely and reasonable access to Contractor's personnel for the purposes of interviews and discussion. Contractor shall turn over copies of these records to authorized Federal, State and City government representatives upon reasonable notice.

C. Retention of Records.

Contractor shall retain all records pertinent to this Agreement for a period of three (3) years from the date of final payment for each fiscal year. Contractor shall retain such records beyond three (3) years if any litigation, audit, dispute, or claim is pending.

D. Reporting.

1. Contractor shall submit financial and programmatic reports in accordance with agreed to requirements. The Monthly Invoice Form, attached as Exhibit "C", shall suffice as a financial report for purposes of this Agreement. Contractor shall also submit to City a Monthly Programmatic Activity Report due on or before the 30th day of each month. The Monthly Programmatic Report Form is attached as Exhibit "D". Contractor will include the number of participants served by the RE-TEC Grant in the monthly report it submits to the State of California Employment Development Department. Grant Code Number R275867 has been provided by the Employment Development Department and will be used to identify participants receiving services through the RE-TEC Grant. Contractor shall also submit to City a Quarterly Client Flow Plan Report that will be due on or before the last day of each quarter. Contractor must submit Client Flow Plan for the period July 1, 2001, to June 30, 2002, within thirty days (30) of the execution of this Agreement. The Client Flow Plan Form is attached as Exhibit "E". Contractor shall also assist City in meeting the reporting requirements to the State and other agencies.

2. Contractor shall also promptly advise the City of: 1) the issuance of any legal complaint by an enforcement agency, or any enforcement proceedings by any federal, state or local agency for alleged violations of federal, state or local rules, regulations or laws; and/or 2) the issuance of citations, court findings or administrative findings for violations of applicable federal, state or local rules, regulations or laws.

E. Evaluation of Contractor.

Authorized Federal, State and City representatives shall have the right to monitor, assess, or evaluate Contractor performance of the Scope of Services pursuant to this Agreement by any means including, but not limited to, inspections of premises, records, reports, audits and interviews with Contractor staff and participants.

F. Audits.

1. Contractor agrees to satisfy the audit requirements for sub-recipients of federal financial assistance in accordance with applicable OMB Circular(s) and Federal Register publications.
2. Contractor shall submit an audit report within two (2) months in the event the Agreement is terminated, voluntarily or involuntarily, before the end of the term.
3. Contractor, at its own expense, shall accept responsibility for receiving, responding to and complying with any audit exceptions by appropriate monitoring agencies. Contractor, shall also fully cooperate as requested by City in any audit or monitoring related process including, but not limited to, the provision of adequate staff for organizing Contractor records and testimony at any related administrative or court proceedings.
4. Contractor shall pay to City, from neither City nor RE-TEC program funds, the full amount of liability resulting from disallowance or other audit or monitoring exceptions, which are attributed to Contractor error, omission, or violation of any provision of this Agreement.
5. Contractor's shall, at Contractor's sole cost, defend, indemnify, hold harmless against any claim or liability for such costs, and shall cooperate fully by providing all witnesses, documents and other information requested by the City in

any civil court proceeding or any formal or informal administrative proceeding conducted in connection with such audit.

SECTION VI. **DEFAULT & TERMINATION.**

A. Event of Non-Appropriation.

In the event of reduction, suspension, discontinuance or other unavailability of funds, City unilaterally may take appropriate action(s) including, but not limited to, canceling or reducing existing service authorization, stopping or reducing further referrals of individuals, and/or reducing the maximum dollar amount of this Agreement. City shall give Contractor no less than thirty (30) working days advance written notice of the action(s) City intends to take as a result of the unavailability of funds.

B. Exercise of Remedies.

City may, at its sole option, terminate this Agreement, withhold or suspend payment to Contractor, institute a corrective action plan, or exercise any remedy available in law or in equity, should Contractor fail to perform the covenants contained in this Agreement.

C. Termination of Agreement.

City may terminate this Agreement for convenience upon thirty (30) days advance written notice to Contractor. Contractor may terminate this Agreement for convenience by giving thirty (30) days advance written notice to City. In case of such early termination, City shall pay Contractor for services performed up until the date of termination as specified in the notice. City shall not be liable for start-up costs, or lost profits in the event of early termination.

SECTION VII. **ENVIRONMENTAL.**

Contractor shall comply with all applicable standards, orders, and requirements issued relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), §306 of the Clean Air Act (42 U.S.C. 1857(h)), §508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

SECTION VIII. **DRUG-FREE WORKPLACE.**

A. **Certification.** By signing this Agreement, Contractor hereby certifies under penalty of perjury that it will comply with the requirements of the government-wide requirements for a drug-free workplace codified in US DOL Regulations, including but not limited to, 29 CFR 98.600 and 29 CFR 98.630 and the State of California's Drug-Free Workplace Act of 1990 (Government Code §8350 et seq.) and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code §8350(a).
2. Establish a Drug-Free Awareness Program as required by Government Code §8355(b) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. Contractor's policy of maintaining a drug-free workplace.
 - c. Any available counseling, rehabilitation and employee assistance programs.
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code §8355(c), that every employee who works on this Agreement:
 - a. Will receive a copy of Contractor's drug-free policy statement; and
 - b. Will agree to abide by the terms of Contractor's statement as a condition of employment.

4. Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both and Contractor may be ineligible for award of future agreements if City determines that any of the following has occurred:
 - a. False certification; or
 - b. Violation of the certification by failing to carry out the requirements as noted above.

SECTION IX. **INDEMNIFICATION, HOLD HARMLESS & INSURANCE.**

Contractor shall indemnify, defend and hold harmless City, its officers, employees, elected officials, or agents, against any and all claims, losses, damages, expenses or liabilities arising as a result of the negligence or willful misconduct of Contractor, its officers, employees, elected officials, and agents, in performing under the terms and conditions of this Agreement, including compliance with applicable local, state, and federal regulations and laws.

Contractor, at Contractor's sole cost and expense, shall procure and maintain for the duration of this Agreement insurance, self insurance or a combination thereof against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Contractor, its agents, representatives, employees or subcontractor's. Said insurance shall be in compliance with the requirements set forth in the attached Exhibit "F".

SECTION X. **MISCELLANEOUS.**

A. Subcontracting.

This Agreement may be subcontracted or assigned as agreed upon by both the City and the Contractor. Contractor agrees to monitor, evaluate and be accountable for the subcontractor(s) services and operations.

Subcontracts that involve the exchange of funds should also detail the correlation between the services to be provided and the WIA Goals and Performance Measures to

be met. Contractor assumes all responsibility for the enforcement of said subcontract and is responsible for collecting all necessary program data and fiscal records in order to complete program reporting requirements and auditing sessions.

B. Amendments.

Amendments or modifications to the Agreement shall be effective only upon written mutual agreement of the parties.

C. Integrated Document.

This Agreement and Exhibits hereto contains the entire agreement between City and Contractor and entirely supersedes all prior communications.

D. Severability of Provisions.

If any provision(s) of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby.

E. Non-Waiver.

The failure of the City to insist on strict performance of any of the terms of the Agreement or to exercise any option in one or all instances shall not be construed as a waiver or relinquishment of Agreement terms.

F. Renewability.

The term of this Agreement may be renewed or extended for an additional period not to exceed one (1) year, provided all of the following conditions are satisfied: 1) City's Director of the Workforce Investment Network or the Director's designee, notifies Contractor in writing that Contractor has been recommended to continue to perform services pursuant to a Request for Contract Renewal Process (if any); Contractor's program objectives have been adjusted; and City of San José has appropriated sufficient funds for the extension at the funding level specified in the notice. 2) If the annualized level of funding for the extension period of this Agreement is different from the previous annualized level of funding, the Director's written notice shall specify

Contractor budget adjustments. 3) Contractor shall provide the Director with a receipt for the Director's written notice, signed by Contractor's duly authorized representative.

G. Notices.

All notices prescribed by this Agreement shall be in writing and shall be deemed effective upon confirmation if sent by certified or registered mail and properly deposited with the United States Postal Service, postage prepaid with return receipt requested and addressed as follows:

To City:	Mr. Chris Donnelly Interim Director Silicon Valley Workforce Investment Network Office of Economic Development 60 S. Market Street, Suite 470 San Jose, CA 95113
To Contractor:	Ms. Kristin Cornuelle Manager San Mateo County Workforce Investment Board 400 Harbor Blvd., Building B Belmont, CA 94002

Either party may change its address by sending notice of the new address to the other party pursuant to this Section.

H. Statutes/Venue.

The parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of California. In the event that suit shall be brought by either party to this Agreement, the parties agree that venue shall be exclusively vested in the State courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

I. Headings.

The headings of the sections and subsections of this Agreement are inserted for convenience only. They do not constitute a part of this Agreement and shall not be used in its construction.

J. Third Party Beneficiary.

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

K. Attachments.

The following attachments are included with this Agreement and are deemed a part of this Agreement:

- | | |
|---------------|----------------------------------|
| 1. Exhibit A | Scope of Services |
| 2. Exhibit B | RE-TEC Budget Plan |
| 3. Exhibit C | Monthly Invoice Form |
| 4. Exhibit D | Monthly Programmatic Report Form |
| 5. Exhibit E | Client Flow Plan |
| 6. Exhibit F | Insurance |
| 7. Appendix 1 | Certifications |
- Cert. 1.1 – Statement of Business Ownership for Contractor
Cert. 1.2 – Debarment and Suspension Certification
Cert. 1.3 – Lobbying Certification
Cert. 1.4 – Non-Discrimination Assurance
Cert. 1.5 – Contractor Authorized Signature Form
Cert. 1.6 – Accessibility Certification

SECTION XI.

SIGNATORIES.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first herein above written.

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal
corporation

By: _____

JENNIFER POUSHO

Deputy City Attorney

By: _____

PETER JENSEN

Assistant to the City Manager

COUNTY OF SAN MATEO, a California
county government agency

By: _____

Name: ROSE JACOBS GIBSON

Title: President, Board of Supervisors

EXHIBIT A
SCOPE OF SERVICES

Contractor: COUNTY OF SAN MATEO

Contractor shall provide services as described in this Exhibit. In the event Contractor desires to modify these services, Contractor shall apply to the City's Director or the Director's designee ("City Representative"), in writing, setting forth the requested modifications. The City Representative shall have the authority to approve modifications to times, dates, and locations of services, by letter signed by the City Representative, without the necessity of a formal written amendment to this Agreement. All other modifications including without limitation, changes to the Contractor Scope of Services as set forth in this Exhibit, shall be made by a duly executed written Amendment.

All RE-TEC Grant services under this Agreement shall be offered in coordination and within the Regional Technologies Employment Consortium Project (RE-TEC Project) organizational structure as set forth in the above Recitals. Contractor shall recruit and provide services to dislocated workers affected by business closures and lay offs in the high tech field and eligible to receive services through the Workforce Investment Act. Unless otherwise modified the services specified below will be offered within the twelve regional Workforce Investment Areas.

Contractor's services will focus on providing easily accessible services to address the reemployment and retraining needs of displaced e-commerce high tech and support staff. Contractor shall provide services consistent with the RE-TEC service delivery system including:

- Cohesive and Centralized Systems
- Joint Venture Approach to Rapid Response and Worker Displacement
- Internet-Based Access and Services

- Technology-Appropriate Training Options
- Shared Accountability

Contractor shall, under the guidelines of the WIA and/or the RE-TEC Grant, provide Core Services, Intensive Services, and training services, as may be applicable, as follows:

1. Contractor will assess and enroll a minimum of one hundred eighteen (118) RE-TEC eligible participants into the RE-TEC program.
2. Contractor, in the First Half of the RE-TEC Project, will provide Core and Intensive Services to sixty-four (64) Dislocated Worker Participants. Of these sixty-four (64) Dislocated Worker Participants, the first eleven (11) enrollments, will have their Core and Intensive Services and training costs borne exclusively by Contractor. The remaining fifty-three (53) enrollments will be funded through this Agreement.
3. Contractor, in the Second Half of the RE-TEC Project, will provide Core and Intensive Services to fifty-four (54) Dislocated Worker Participants.
4. Contractor will deliver RE-TEC program orientations and workshops to new candidates.
5. Contractor will facilitate group counseling sessions on RE-TEC Core and Intensive Services.
6. Contractor will refer clients to Vocational English as a Second Language Services and/or vocational classroom training.
7. Contractor will only refer RE-TEC eligible clients to providers(s) that offer course(s) listed on the State's approved Eligible Training Provider List (ETPL).
8. Contractor will place into unsubsidized employment a minimum of eighty-nine (89) RE-TEC participants.
9. Contractor will manage multiple client cases from intake to exit, provide monthly follow-up for the first quarter after exit, and quarterly follow-up thereafter, until one year from the date of exit, according to the requirements as set forth in the WIA Regulations. This will require Contractor to organize and maintain participant files and other program documentation as required by law, evaluate

client needs and refer to various services available, identify and troubleshoot barrier to employment, refer to workshops and training.

10. Contractor will recruit potential participants to the RE-TEC program, and collaborate with the appropriate Rapid Response activity.
11. Contractor will attend required meetings with City staff upon reasonable notice by City.
12. Contractor will generate monthly, quarterly and annual reports on client activity as requested by City.
13. Performance Indicators:

1. Provide Core and Intensive Services to a minimum of one hundred eighteen (118) dislocated worker participants from RE-TEC eligible companies.
 - a. FIRST HALF RE-TEC PROJECT – Provide Core & Intensive Services to sixty-four (64) Dislocated Worker Participants.
 - b. SECOND HALF RE-TEC PROJECT – Provide Core & Intensive Services to fifty-four (54) Dislocated Worker Participants.
2. Enroll a minimum of one hundred eighteen (118) RE-TEC eligible participants into occupational skills training at any ETPL State approved training provider.
 - a. FIRST HALF RE-TEC PROJECT– Enroll into Training sixty-four (64) Dislocated Worker Participants.
 - b. SECOND HALF RE-TEC PROJECT– Enroll into Training fifty-four (54) Dislocated Worker Participants.
3. Place into unsubsidized employment a minimum of eighty-nine (89) RE-TEC participants.
4. Ensure that a minimum of ninety-nine (99) RE-TEC participants will meet the six-month employment retention performance goal.

THE FOLLOWING ENROLLMENT INFORMATION WILL APPLY:

Targeted Group:	RE-TEC Eligible Individuals
Type of Referral:	Individual
Targeted Occupation:	Various
Selection Criteria:	Must be RE-TEC eligible
Site(s):	Within the San Mateo County Workforce Investment Area

Subject to the provisions and limitations set forth in Exhibit B of this Agreement, Individual Training Account (ITA) funds may be administered by the Oakland Private Industry Council, Inc. (OPIC) pursuant to a proposed separate agreement by City and OPIC. Should Contractor utilize ITAs pursuant to the proposed agreement, Contractor assures that it will abide by the following terms:

1. Contractor authorizes OPIC to enter into agreements with approved training providers on behalf of Contractor for purposes of allowing OPIC to administer and process ITAs for the benefit of Contractor's RE-TEC participants.
2. Contractor authorizes the City to make payments to OPIC on Contractor's behalf for ITAs administered by OPIC pursuant to the terms of the RE-TEC Budget Plan attached as Exhibit B to this Agreement.
3. All training service providers serving Contractor's participants shall be listed on the State of California's approved Eligible Training Providers List ("ETPL").
4. Contractor shall perform a minimum of one initial site inspection of each of the approved training vendor(s) training facilities where training services will be provided to Contractor's program participants.

5. Contractor shall monitor the performance of each training service provider who provides training to participant(s) as may be necessary and in no case, shall City be required to monitor said performance.
6. Contractor shall review and adhere to OPIC's policies and procedures for administering and processing ITAs. In the event Contractor's ITA policies and procedures differ from OPIC's ITA policies and procedures, OPIC's ITA policies and procedures shall be controlling. Contractor shall be responsible for resolving any inconsistencies between Contractor's and OPIC's policies and procedures.
7. Contractor shall input all necessary participant data into Contractor and City's applicable (including information management system, case management, Job Training Automation System and/or the Checkbook system) software databases for purposes of facilitating the processing of ITAs.
8. Each of the aforementioned assurances will only be applicable in the event the proposed agreement between City and OPIC becomes final and executed.

EXHIBIT B
RE-TEC BUDGET PLAN

Contractor: County of San Mateo

1. Overall Compensation.

First Half RE-TEC Project	
- Core & Intensive Services, 53 Participants x \$2,000	\$106,000
- ITA Funds Set Aside	265,000
- Admin Costs, 8% of Core, Intensive, & ITA Amounts	<u>29,680</u>
First Half RE-TEC Project Compensation	\$400,680
<hr/>	
Second Half RE-TEC Project	
- Core & Intensive Services, 54 Participants x \$2,000	\$108,000
- ITA Funds Set Aside	270,000
- Admin Costs, 8% of Core, Intensive & ITA Amounts	<u>30,240</u>
Second Half RE-TEC Project Compensation	\$ 408,240
<u>TOTAL COMPENSATION TO CONTRACTOR</u>	<u>\$808,920</u>

2. Fifty Percent Drawdowns.

Contractor services outlined in this Agreement are being funded by the RE-TEC Grant awarded to City by the State of California (STATE). The STATE is releasing funds to City in two, fifty percent (50%) increments of \$3.6 million, for a total of \$7.2 million at completion. The City is in receipt of the first fifty percent (50%) increment of \$3.6 million, a portion of which will be paid to Contractor for RE-TEC services provided to City as set forth herein. The City shall not be obligated under this Agreement however, to compensate Contractor for the second fifty percent (50%) of RE-TEC services until such time as STATE releases said funds to City and City receives them. City shall notify Contractor in writing at time of receipt of these funds.

3. Fee for Core and Intensive Services.

Contractor will assess and enroll a minimum of one hundred eighteen (118) RE-TEC eligible participants into the RE-TEC program and will be reimbursed for Core and

Intensive Services provided to fifty-three (53) clients in the First Half of RE-TEC and fifty-four (54) in the Second Half of RE-TEC. Such costs shall not exceed \$2,000 per participant and the total compensation under this Section is \$214,000.

Core and Intensive Services, and training costs provided to first eleven (11) RE-TEC enrollments shall be borne exclusively by Contractor out of their regular dislocated worker allotment.

4. Individual Training Account Funds Set Aside.

Participants, who receive services from Contractor under this Agreement, may also receive additional WIA-related training services from other contractors not specifically referenced in this Agreement. Payment for the costs of said training services shall be in the form of an Individual Training Account (ITA). City shall set aside and maintain the RE-TEC Grant funds it has received subject to the provisions of Paragraph 2 and Paragraph 6, Exhibit B of this Agreement, for the ITAs referenced herein. The total amount of RE-TEC Grant funds being set aside for this purpose, are \$535,000. These funds shall be distributed to serve a minimum of fifty-three (53) participants in the First Half of the RE-TEC project, and a minimum of fifty-four (54) participants in the Second Half of the RE-TEC project. Contractor shall spend an average of \$5,000 per participant for ITA training costs. The average ITA training cost per participant shall be determined by dividing the total amount of ITA funds set aside for Contractor, by the total number of participants receiving ITA funds. A portion of the RE-TEC Grant funds being set aside under this section may be disbursed to the Oakland Private Industry Council, Inc. (OPIC), who will manage and administer the ITA system for participants under this Agreement, effective September 1, 2002. The disbursements of funds for ITAs under this section are subject to City entering into a written agreement with the OPIC. In the event that such an agreement is not entered into, the RE-TEC funds set aside hereunder will be disbursed directly to Contractor by the City.

5. Administrative Costs.

The Administrative costs to be paid to Contractor under this Agreement shall not exceed eight percent (8%) of the combined total costs of the Core and Intensive Services

(\$214,000), and ITA Funds Set Asides (\$535,000). The total amount of Administrative Costs to be paid under this Agreement shall not exceed \$59,920.

6. **Maximum Amount of Compensation to Contractor.**

The maximum amount of compensation to be paid to Contractor directly under this Agreement for Core and Intensive Services and Administrative Costs shall not exceed \$273,920, subject to Paragraph 3, Exhibit B of this Agreement.

Furthermore, the applicable portion of the first fifty percent (50%) increment of funds released from the State of California to the City, shall be distributed to Contractor directly by the City for Core and Intensive Services and ITAs incurred from July 1, 2001 through August 31, 2002, subject to Paragraph 4, Exhibit B of this Agreement.

Beginning on September 1, 2002, and continuing up to and through June 30, 2003, all funds to be used for ITAs will be charged to and paid from the disbursement of funds set aside and administered by the OPIC, subject to Paragraph 4, Exhibit B of this Agreement.

EXHIBIT C
MONTHLY INVOICE FORM

Contractor: County of San Mateo

Invoice Period:

Invoice No.

Cost Categories	Contract Total	This Invoice	Previously Invoiced	Amount Remaining
Summary of Services				
RE-TEC Project				
First Half				
Core & Intensive Services	\$106,000			
ITA Funds Set Aside	265,000			
Administrative Costs	29,680			
First Half Total	\$400,680			
Second Half				
Core & Intensive Services	\$108,000			
ITA Funds Set Aside	270,000			
Administrative Costs	30,240			
Second Half Total	\$408,240			
RE-TEC Project Totals	\$808,920			

Prepared By:	
(Print Name)	Signature
Date	
Contact Tel. No.:	
WIN Approval:	Date:

EXHIBIT D

MONTHLY PROGRAMMATIC REPORT FORM

Contractor: County of San Mateo

Month: _____ **Year:** _____

Activities	Dislocated Worker Core Services	Dislocated Worker Intensive Services	Means of Documentation
Outreach/Recruitment			WIA Approved Forms
Eligibility			WIA Approved Forms
Enrollment			WIA Approved Forms
Assessment			WIA Approved Assessment Forms
Orientation to Intensive Services			WIA Approved Forms
Career Planning			WIA Approved IEP Forms
Counseling and Case Management			WIA Approved Case Management
Career Development Workshops			WIA Approved
Short-Term Prevocational Training			WIA Approved Form
Job Development and Placement Assistance			WIA Approved Form
Referrals to Training	N/A		WIA Approved Form
Entered Employment			WIA Approved Forms
Employment Retention and Follow-Up			WIA Approved Form
Monitoring			WIA Approved Form
Exited for other Reasons			WIA Approved Certification Form
Customer Satisfaction Surveys			WIA Approved Customer Satisfaction Form
Total			

EXHIBIT E
CLIENT FLOW PLAN

Contractor: County of San Mateo

Quarter ended: _____ Year: _____

Activities	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Total	Means of Documentation
Outreach and Recruitment						WIA Approved Forms
Eligibility						WIA Approved Form
Enrollment						WIA Approved Forms
Assessment						WIA Approved Form
Orientation to Intensive Services						WIA Approved Forms
Career Planning						WIA Approved
Counseling and Case Management						WIA Approved
Career Development Workshops						WIA Approved
Short-term Prevocational Training						WIA Approved Form
Job Development and Placement Assistance						WIA Approved Form
Referrals to Training						WIA Approved Form
Employment Retention and Follow-Up						WIA Approved Form
Monitoring						WIA Approved Forms
Exited for other Reasons						WIA Approved Certification Form
Customer Satisfaction Surveys						WIA Approved Customer Satisfaction Form
Total						

EXHIBIT F

INSURANCE

Contractor, at Contractor's sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance, self insurance or a combination thereof against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Contractor, its agents, representatives, employees or subcontractors.

Contractor is self-insured and the City accepts Contractor's self insurance certificate as evidence of insurance.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Form Number GL 0002 (Ed. 1/96) covering Commercial General Liability together with Insurance Services Office Form Number GL 0404 covering Broad Form Comprehensive General Liability, or that described in Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001 ED. 01/96; and
2. The coverage described in Insurance Services Office Form Number CA 0001 (Ed. 12/93) covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "non-owned autos"; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and

3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by City's Risk Manager.

Contractor is self-insured and the City accepts Contractor's self-insurance certificate as evidence of insurance.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage

a. Insured. The City of San Jose, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, agents and contractors.

b. Contribution Not Required. Contractor's insurance coverage shall be primary insurance as respects City, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by City, its officers, employees, agents or contractors shall be excess of Contractor's insurance and shall not contribute with it.

c. Provisions Regarding the Insured Parties Duties after Accident or Loss. Any failure to comply with reporting provisions of the policies by Contractor shall not affect coverage provided City, its officers, employees, agents, or Contractors.

d. Coverage. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to City's Risk Manager.

E. **Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to City's Risk Manager.

F. **Verification of Coverage**

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

CITY OF SAN JOSE
Risk Manager
801 North First Street, Room 110
San Jose, California 95110

G. **Subcontractors**

Contractor shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

Appendix 1 CERTIFICATIONS

Cert. 1.1 STATEMENT OF BUSINESS OWNERSHIP FOR CONTRACTOR

Business Name: County of San Mateo

Business Address: 1401 Marshall Street Redwood City CA San Mateo
(City) (State) (Zip Code) (County)

Contact Person: Kristin Cornuelle

No. of employees: 5,524

Telephones: (1) (650) 802-5181

(2) (650) 802-5108

FAX: (650) 802-5173

Type of Organization: ☒ Public (Govt.) ☐ Local Education Agency (LEA)

☐ Private for-profit ☐ Private not-for-profit

Other: _____

Structure: ☒ Public Agency If so: ☒ Local ☐ State ☐ Federal

☐ Corporation ☐ Sole Proprietorship ☐ Partnership

Federal Tax ID: 94-600532

Project Name: Regional Technologies Employment Consortium Project

State ID: 800-9594-6

Contract Amount: \$808,920

SIGNATURE

DATE

Rose Jacobs Gibson, President, Board of Supervisors
NAME and TITLE of AUTHORIZED REPRESENTATIVE

COUNTY OF SAN MATEO
ORGANIZATION

Cert. 1.2 DEBARMENT AND SUSPENSION CERTIFICATION

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. 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 prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspending", "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 person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, 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.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective 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.

8. 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.
9. 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.

**Cert. 1.2 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).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective 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 proposal.

SIGNATURE

DATE

Rose Jacobs Gibson, President, Board of Supervisors
NAME and TITLE of AUTHORIZED REPRESENTATIVE

COUNTY OF SAN MATEO
ORGANIZATION

Cert. 1.3 LOBBYING CERTIFICATION
(for Contracts, Grants, Loans and Cooperative Agreements)

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SIGNATURE

DATE

Rose Jacobs Gibson, President, Board of Supervisors
NAME and TITLE of AUTHORIZED REPRESENTATIVE

COUNTY OF SAN MATEO
ORGANIZATION

Cert. 1.4 NONDISCRIMINATION ASSURANCE

During the performance of this Agreement Contractor agrees as follows:

Contractor shall not discriminate on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for participants only, citizenship or participation in programs or activities funded under this Agreement, in admission or access to, opportunity or treatment in, or employment in the administration of, or in connection with, any program or activity funded under this Agreement.

As a condition to the award of financial assistance under this program, Contractor assures, with respect to operation of this funded program or activity and all agreements or arrangements to carry out this program or activity, that it will comply fully with all nondiscrimination and equal opportunity statutes and regulations including, but not limited to, the following; Section 188 of the Workforce Investment Act of 1998; Title VI and VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975, as amended; California Fair Employment and Housing Act, Government Code Sections 12900 et seq.; California Labor Code Sections 1101, 1102, and 1102.1; and with all applicable requirements imposed by or pursuant to regulations implementing those laws.

Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of WIA and acknowledges that the federal, state, and City governments shall have the right to seek judicial enforcement of this nondiscrimination assurance.

SIGNATURE

DATE

Rose Jacobs Gibson, President, Board of Supervisors
NAME and TITLE of AUTHORIZED REPRESENTATIVE

COUNTY OF SAN MATEO
ORGANIZATION

Cert. 1.5 CONTRACTOR AUTHORIZED SIGNATURE FORM

The documents identified below require authorized signatures for execution, processing and/or payments. Complete this form, entering the names and signatures of persons authorized to sign the invoices below. Notification of any change in authorized signatures is the responsibility of the training provider. Changes without prior notification by the training provider will cause a delay in processing payments.

<u>DOCUMENT</u>	<u>PRINT/TYPE NAME</u>	<u>SIGNATURE</u>
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Contract	<u>Rose Jacobs Gibson</u>	_____
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Note: Contract authorization must be given by action of the governing board of the organization or legal owner(s).

Invoices	<u>Kristin Cornuelle, Manager</u>	<u></u>
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NOTICE: City also reserves the right to verify training provider's financial stability and capacity to deliver job training and related services. Such verification(s) may include, but are not limited to credit inquiries, verification of bank references, and/or credit ratings. By signing below, training provider hereby provides authorization to have a background check conducted.

DECLARATION OF THE BIDDER:

I declare that I am an authorized agent or officer of the organization submitting this application and in such capacity I am empowered to submit this application on behalf of:

SIGNATURE

DATE

Rose Jacobs Gibson, President, Board of Supervisors
NAME and TITLE of AUTHORIZED REPRESENTATIVE

COUNTY OF SAN MATEO
ORGANIZATION

Cert. 1.6 ACCESSIBILITY CERTIFICATION

During the performance of this Agreement Contractor agrees as follows:

As a condition to the award of financial assistance under this program, Contractor assures, with respect to operation of this funded program or activity and all agreements or arrangements to carry out this program or activity, that it will comply fully with all federal, state and local accessibility requirements and statutes including, but not limited to, the American with Disabilities Act of 1990; the Workforce Investment Act of 1998 (WIA); and with all applicable requirements imposed by or pursuant to regulations implementing those laws.

Authorized Signature

Date

President, Board of Supervisors

COUNTY OF SAN MATEO

Title

Organization