

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

421



FROM: Economic Development Agency

SUBMITTAL DATE:

October 5, 2011

SUBJECT: Palo Verde Community College District Funds for Green Jobs Training Program

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize the Chairman of the Board to accept \$289,780 in funding from Palo Verde Community College District to serve as fiscal agent and provide workforce services for the College's Green Jobs Training program;
2. Authorize a match/in-kind contribution of \$248,839 from Federal Workforce Investment Act Title I funds to support the activities in the Green Jobs Training Program; and
3. Approve the Palo Verde Community College District agreement and authorize the Assistant Chief Executive Officer/EDA, or designee, to execute the agreement and any subsequent additional documents necessary to administer the agreement, provided that they are approved as to form by County Counsel.

BACKGROUND: (Commences on page 2)


Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 289,780	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011-2013

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No


SOURCE OF FUNDS: Federal Workforce Investment Act Funds

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

G.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: 
Jennifer I. Sargent

Prev. Agn. Ref.: N/A

District: 4

Agenda Number:

3.15

ATTACHMENTS FILED WITH THE DEPT. RECORDS OFFICE
Per Exec. Ofc.: ☐ Consent ☒ Policy ☒
FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY:  10/14/11
DATE: 9-29-11
FORM APPROVED COUNTY COUNSEL
BY:  9-29-11
ANITA C. WILLIS

BACKGROUND (Continued)

The Palo Verde Community College District (PVCCD) was awarded a Federal Workforce Investment Act Governor's Discretionary 15% Green Jobs Grant by the State of California's Employment Development Department. EDA/Workforce Development is a lead partner on the grant and will act as the fiscal agent for PVCCD. In addition, EDA/Workforce Development will provide workforce services to program participants.

The Green Jobs Training program will serve unemployed adults seeking to gain or upgrade their job skills for employment in the Green Economy. Outreach and recruitment will be coordinated through Riverside County's four Workforce Development Centers and two satellite offices. The centers connect individuals to employment and training opportunities, and are the doorway to the workforce system for the unemployed.

In addition, EDA/Workforce Development will determine eligibility for and conduct pre-course assessment of interested participants. For those selected to participate in the program, EDA/Workforce Development will establish Individual Training Accounts in the Building Performance Institute through University of California, Riverside or in the Green Building Training program through California State University, San Bernardino.

In its role as fiscal agent, EDA/Workforce Development will perform accounting, budgeting, financial and cash management functions on behalf of the college. EDA/Workforce Development will also report on activities, participant and job training data, expenditures, match data, status of cash and closeout information as prescribed by the State of California's Employment Development Department.

The project will promote the need for skilled workers in the green jobs industry and provide industry recognized certificates/degrees. The duration of the program will cover 22 months beginning June 1, 2011 through March 31, 2013.



**Palo Verde Community College District
Workforce Investment Act (WIA)
Subgrant Agreement K183464/Grant Code 479
Green Jobs Training
Program Years 2011/2013**

Contractor:	<u>County of Riverside Economic Development Agency</u>
Agreement Amount:	<u>\$289,780.00</u>
Agreement Type:	<u>WIA Fiscal Agent/Program Services</u>
Agreement Number:	<u>PY2011/2013-479</u>
CFDA Number:	<u>417258</u>

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RECITALS PAGE

This Agreement is made and entered into by and between Palo Verde Community College District, hereinafter referred as "PVCCD" and Riverside County Economic Development Agency (EDA), hereinafter referred to as the "CONTRACTOR."

WITNESSETH

WHEREAS, PVCCD has entered into a Workforce Investment Act (WIA) 15 Percent Governor's Discretionary funds subgrant agreement with the State of California Employment Development Department to provide Green Jobs Training and promote the need for skilled workers in the green industry; and

WHEREAS, PVCCD cooperates with CONTRACTOR, the Local Workforce Investment Board (LWIB), Labor Organizations, targeted industry leaders and other agencies to provide Green Jobs Training; and

WHEREAS, the project, which is the subject of this Agreement, has been established by the PVCCD as a Green Jobs Training program,

NOW, THEREFORE, PVCCD and the CONTRACTOR, agree as follows:

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Article I. TERMS AND CONDITIONS

Section 1.01 Term of Agreement

The term of this Agreement shall commence on June 1, 2011, and end on March 31, 2013. The Agreement shall expire at midnight on the last day of the agreement term and cannot be renewed.

Section 1.02 Service of Notices

Formal notices, correspondence and communications to be given hereunder by either party shall be made in writing and shall be deemed communicated as of the date of postmark. The representatives of the respective parties are authorized to administer this Agreement and are the persons to whom formal notices, correspondence and communications shall be given.

If to PVCCD:

Palo Verde Community College District
One College Drive
Blythe, CA 92225
Attention: Dr. James Hottois
Title: Superintendent/President
(760) 921-5499 Office

Copy to PVCCD

Palo Verde Community College District
One College Drive
Blythe, CA 92225
Attention: Rhonda Entwistle
Title: Grant Coordinator
(760) 921-5540

If to CONTRACTOR:

Riverside County Economic Development Agency
1325 Spruce Street, Suite 110
Riverside, CA 92507
Attention: Felicia Flournoy
Director of Workforce Development
(951) 955-3100 Office
(951) 955-3131 Fax

If the name of the person designated to receive the notices, correspondence or communications, or the address of such person is changed, written notice shall be given within five (5) working days of said change.

Article II. SCOPE OF WORK (SOW)

Section 2.01 Description of Services to be Provided

CONTRACTOR's commitment and PVCCD concurrence of how the elements relating to the provision of WIA Services are to be implemented and administered is included as part of this Agreement as **Exhibit 1-Scope of Work**.

Article III. COMPENSATION

Section 3.01 CONTRACTORS's Compensation

- (a) Program Year Compensation - PVCCD shall pay the CONTRACTOR an amount not to exceed two hundred eighty-nine thousand seven hundred eighty dollars (\$289,780), for complete and satisfactory performance of the terms of this Agreement for the period of June 1, 2011, through March 31, 2013, and subject to the provisions outlined in this Agreement and all exhibits. The CONTRACTOR will provide a match/in-kind contribution of two hundred forty-eight thousand eight hundred thirty-nine dollars (\$248,839) to support the activities of the Agreement. In no event shall the total compensation for the periods specified herein exceed the compensation set forth above, except by an amendment to this Agreement. PVCCD has agreed to reimburse CONTRACTOR for all costs associated with direct support of this Agreement, based on the program reimbursement budget submitted by CONTRACTOR and attached to this Agreement as **Exhibit 2-Program Budget**. If there are any unexpended (undocumented) funds, these amounts will revert to PVCCD in accordance with regulatory close out procedures.
- (b) Budget Modifications - The CONTRACTOR must submit a written request along with a budget modification plan that details how the budget change will enhance the service delivery or improve performance outcomes of the program. Additionally, the CONTRACTOR must submit a revised budget, indicating the amount of the adjustment, the line item from where the amount will be taken and the line item to where it will be incurred. PVCCD may approve or deny the modification based on the how the budget modification will impact the program.
- (c) Notice of Questioned and Disallowed Costs - When a monitoring or financial audit determines that the CONTRACTOR has received/earned funds which are questioned under the criteria set forth in the Agreement, the CONTRACTOR shall be notified and given 60 days to justify the questioned costs prior to PVCCD's final determination of disallowed costs. The resolution shall be executed in accordance with the Workforce Investment Act (WIA) regulations.

Article IV. REPORTING AND FILE RECORDS

Section 4.01 Reporting Requirements

The CONTRACTOR will comply with controls, record keeping and accounting procedure requirements of WIA, federal and state regulations and directives to ensure the proper disbursement of, and accounting for, program funds paid under this Agreement. At such times and in such

form as PVCCD may require, there shall be statements, records, reports, data and information pertaining to this Agreement submitted to PVCCD. Reports submitted by CONTRACTOR shall be in accordance with any regulatory reporting requirements.

Section 4.02 Maintenance of Records and Participant Files

- (a) Participant Records in their original form shall be provided at the request of PVCCD during any monitoring or audit.
- (b) CONTRACTOR files for each participant with respect to all matters covered by this Agreement shall be maintained for a period of at least three years after termination of this Agreement and until any other pending matters are completed.
- (c) PVCCD, State of California, and the U.S. Department of Labor shall be given access to and rights to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this Agreement.

Section 4.03 Confidential Information

PVCCD requires that all confidential or sensitive information be collected maintained, and used in a manner that ensures security against unauthorized access and disclosure and protects the privacy of those associated with it. This responsibility extends to subrecipients and subcontractors. CONTRACTOR must promptly report any compromise of confidential or sensitive information (intentional or unintentional) that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information to their immediate supervisor and to the PVCCD representative listed in Section 1.02 of this Agreement. CONTRACTOR must secure signed consent for the use of any photo or image of any participant used in advertisements, brochures, pamphlets, videos, or any media form where the individual or his/her likeness can be identified. Copies of completed forms must be included in all participant files on-site with CONTRACTOR.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees or collaborative partners, only on a "need-to-know" basis. CONTRACTOR shall provide written instruction to all employees, staff and collaborative partners, regarding these requirements.

The full execution of this Agreement by the authorized person(s) constitutes each party's commitment to uphold these confidentiality requirements.

Article V. DUTIES AND RIGHTS OF CONTRACTOR

Section 5.01 Independent Contractor

The parties agree that the performance of the CONTRACTOR's services hereunder shall be in the capacity of an independent CONTRACTOR, and that no employees of the CONTRACTOR are, or shall be employees of PVCCD by virtue of this agreement.

Section 5.02 Sub-contracts, Sub-agreements and Memorandums of Understanding

In the event the CONTRACTOR requires other services, the CONTRACTOR, shall document such services with an executed formal agreement, either financial or non-financial. CONTRACTOR must notify and receive approval from PVCCD before entering into any new Agreement within ten (10) working days before execution. NOTE: If any modifications or updates are made to the original sub-contract, sub-agreement or MOU, the CONTRACTOR is also required to submit copies of the updated versions to PVCCD within ten (10) working days before execution.

Section 5.03 WIA Fund Restrictions

The CONTRACTOR shall assure that funds provided by this Agreement must be used exclusively for activities that are authorized under this WIA program. Co-mingling and/or diverting of funds to support the activities of other programs are not authorized. Documentation supporting expenditures will be kept on file at the CONTRACTOR's office and made available during normal business hours at all times for audit and monitoring purposes.

Section 5.04 Fraud and Abuse

The CONTRACTOR shall establish and implement appropriate internal management procedures to prevent fraud, abuse and criminal activity. Further, the CONTRACTOR shall establish a reporting process to ensure that PVCCD is notified immediately of any allegation of WIA-related fraud, abuse or criminal activity or any suspected or proven fraud, abuse or criminal acts committed by staff or participants.

If the allegation is of any emergency and/or fiscal nature, it shall be reported to PVCCD-Rhonda Entwistle at (760) 921-5540, and immediately thereafter, a written report shall be submitted. Proof of such report will be maintained in the CONTRACTOR's file.

Complaints of a non-criminal nature are handled under the procedures set forth in §667.505 of Part 667, Subpart F of the Final Rule for the WIA.

Section 5.05 Failure to Perform

The CONTRACTOR assumes full responsibility for performance of this Agreement and Sub-agreements executed pursuant to or funded by this Agreement.

Article VI. DUTIES AND POWERS OF PVCCD

Section 6.01 Performance Monitoring

To ensure compliance with the provisions of WIA Sections 183 and 184 (a) (4), there will be at least one program and one fiscal monitoring conducted by the PVCCD during the term of this agreement. This review will determine if performance standards are being met.

Compliance monitoring determines compliance with this Agreement, which ensures that the program is in compliance with laws and regulations governing the use of WIA Governor's Discretionary 15 Percent funds. Financial monitoring is a component of compliance monitoring and will be conducted to analyze, evaluate, and determine compliance with government financial systems, expenditure rate and cost guidelines.

Section 6.02 Availability of Funds

Funding of this Agreement is subject to continuing availability of WIA funds provided to PVCCD during the Agreement period. PVCCD will inform the CONTRACTOR, immediately upon notice from the State or the Department of Labor (DOL), of any limitation of funds availability. Payments under this Agreement may be withheld, suspended or terminated if WIA funds to PVCCD are suspended or terminated. In the event of such suspension or termination of funding, any amount which is properly earned or expended by the CONTRACTOR as a result of the performance or expenditures under, and in accordance with, this Agreement said amounts shall be paid to the CONTRACTOR in accordance with the provisions of the Agreement. Both parties understand that PVCCD makes no commitment to fund this project beyond the term of this Agreement.

Article VII. TERMINATION AND OTHER REMEDIES

Section 7.01 Termination for Cause with Cure Period

In the event of a material Agreement breach, by either party, the other party may terminate this Agreement by giving the breaching party at least 30 days prior written notice setting forth the actions necessary to cure the breach. Termination for a material breach shall be effective on the date specified in the notice, except that if the breaching party cures the breach to the reasonable satisfaction of the other party during the 30-day notice period, this Agreement shall not terminate. The notice period may be extended in writing at the discretion of the non-breaching party.

Notwithstanding the procedures governing the termination of this Agreement for cause with cure period outlined above, failure, on the part of the CONTRACTOR, to comply with the provisions of the Agreement or with the Act or regulations when such failure involves fraud or misappropriation of funds, may result in the immediate termination and withholding of funds.

Section 7.02 Request for Waivers and Waiver of Breach

Waivers of any provisions of this Agreement must be in writing and signed by the appropriate authorities of the PVCCD.

No waiver by PVCCD or breach of any provision of these terms and conditions shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach of the same provision.

Section 7.03 Termination without Cause

The parties hereby agree that, at any time during the term of this Agreement, either party may terminate this Agreement, by giving the other party at least 45 calendar days written notice prior to the effective date of such termination.

Section 7.04 Obligations upon Termination

- (a) All property purchased, documents, data, studies, reports and records prepared by the CONTRACTOR under this Agreement, and any property transferred from previous programs, shall be disposed of according to WIA regulations.

- (b) PVCCD agrees that services provided up to and including the termination date shall be reimbursed in accordance with his Agreement.

Section 7.05 Business Interruption

In the event that a substantial portion of CONTRACTOR's operations are interrupted by war, fire, insurrection, labor problems, the elements, earthquakes or any other cause beyond CONTRACTOR's control, CONTRACTOR's obligations under this Agreement shall be suspended for the duration of the interruption.

If a substantial portion of the services, which CONTRACTOR has agreed to provide hereunder, is interrupted for more than 30 days, PVCCD may terminate this Agreement upon ten (10) days prior written notice to CONTRACTOR. *Section 7.04, Obligations upon Termination*, of this Agreement shall apply under these circumstances.

Article VIII. DISPUTE RESOLUTION

Section 8.01 Dispute Resolution

Controversies or disputes between CONTRACTOR and PVCCD shall be resolved, to the extent possible, by informal meetings or discussions between appropriate representatives of the parties.

Section 8.02 Mediation

CONTRACTOR and PVCCD agree that in the event of any controversy or dispute between PVCCD and CONTRACTOR arising out of this Agreement, regardless of the nature of the claim or dispute, whether tort, contract, or otherwise, which are not adequately addressed by PVCCD's informal or formal dispute resolution process, if applicable, shall be submitted to mediation. The parties shall jointly select a mediator acceptable to the CONTRACTOR and PVCCD. The mediation shall take place in Riverside County.

Section 8.03 Dispute Resolution Costs

Each party shall be responsible for its own costs and legal fees associated with any dispute resolution procedure, including but not limited to informal, formal, mediation and litigation.

Article IX. GENERAL PROVISIONS

Section 9.01 Amendment to Agreement

No oral commitment or conversation with any officer, agent or employee of either party shall affect or modify any of the terms and conditions of this Agreement. This Agreement may be unilaterally modified by PVCCD at any time if required by changes in federal, state or local laws, regulations, rules or policies. Either party may request an amendment or modification to this Agreement for other reasons. Amendments must be in writing and properly executed by both parties.

Section 9.02 Auditing and Monitoring

The U.S. Inspector General, the Secretary of Labor, the State of California and PVCCD reserve the right to conduct a compliance audit or monitoring of the CONTRACTOR's program at any time during normal business hours.

- (1) The CONTRACTOR shall establish such internal fiscal controls and accounting procedures as required by WIA and state and federal or local regulations or as may be deemed necessary to assure proper disbursement of, and accounting for, funds paid to the CONTRACTOR under the WIA, its legislative requirements and governing regulations.
- (2) PVCCD, the U.S. Department of Labor, the Office of the Inspector General and the State of California, shall have the right to monitor and/or evaluate all conditions and activities in the Agreement, and to investigate/audit all records, books, papers or documents related to the conduct of programs funded by PVCCD.
- (3) The CONTRACTOR shall maintain and make available to the auditors/monitors adequate records and documents cooperate with all auditors/monitors, comply with federal, state and local laws and regulations as they related to the utilization of funds or operation of the WIA program.
- (4) PVCCD will be notified by the auditors/monitors performing audits of any incidents of fraud, misuse of funds, abuse or other criminal activity in relation to this Agreement, WIA and its implementing regulations.
- (5) The CONTRACTOR agrees to retain all records pertaining to all grants and agreements under the WIA program for a period of three years after termination of this Agreement. If, at the end of three years, there is an ongoing litigation or an audit involving those records, the CONTRACTOR shall retain the Records until the resolution of such litigation or audit is completed.

Further, the CONTRACTOR acknowledges that it may not contract with any organization that is not in compliance with these requirements.

Section 9.03 Compliance with Laws and Regulations

In performance of this Agreement, CONTRACTOR will comply with the provisions of the Workforce Investment Act (WIA) and all regulations, legislation, directives, policies, procedures, laws, rules, and amendments issued pursuant thereto. CONTRACTOR will ensure diligence in managing programs under this Agreement.

Section 9.04 Certification/Assurances

The CONTRACTOR certifies that this Agreement or any subcontract, subagreement, or MOU, does not provide for the advancement or aid to any religious sect, church, or creed, or sectarian purpose, nor does it help to support or sustain any school, college, university, hospital or any other institution controlled by any religious creed, church, or sectarian, denomination whatsoever, as specified by Article XVI, Sect. 5 of the Constitution regarding separation of church and state.

CONTRACTOR, by signing this Agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous subcontract, subagreement or MOU with the US Department of Labor or the State of California, and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.

By signing this Agreement, CONTRACTOR hereby certifies, under penalty of perjury, under the laws of the State of California, that the CONTRACTOR or any subsequent subcontract, sub agreement, or MOU, will comply with the requirements of the Drug Free Workplace Act of 1990 and will provide a drug-free workplace.

Section 9.05 Equal Employment Opportunities (EEO) and Non-discrimination

The CONTRACTOR assures that it has an EEO policy that complies with the non-discrimination and equal opportunity provisions of WIA section 188 and its implementing regulations and follows the provisions of Public Law 107 288, Jobs for Veterans Act, as the law applies to Department of Labor (DOL) job training programs. The CONTRACTOR assures that its EEO policy covers staff and participants served under this Agreement and that it does not discriminate, on the basis of race, color, religion, national origin, physical/mental handicap, sex, political affiliations or beliefs and ages, in the selection of participants and staff personnel. The policy shall cover, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part, and the CONTRACTOR may be declared ineligible for further government contracts in accordance with policies authorized in Executive Order 11246 of 1965, last amended 1996, and the Equal Employment Opportunities Act of 1972 and the amendments to the Civil Rights Act of 1991.

Section 9.06 Grievance and Complaint System

The CONTRACTOR will establish and maintain a grievance and complaint procedure in compliance with WIA, federal regulations and state statutes, regulations and policy and will provide a copy to PVCCD.

Section 9.07 Indemnification

The CONTRACTOR agrees to defend, indemnify and hold harmless PVCCD, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of the CONTRACTOR's negligence in the performance of this Agreement, including, but not limited to any claim due to injury and/or damage sustained by the CONTRACTOR, and/or the CONTRACTOR's employees or agents. PVCCD agrees to defend, indemnify and hold harmless the CONTRACTOR, its employees and agents from any and all liability or loss arising in any way out of the negligence of PVCCD, its employees or agents, including, but not limited to any claim due to injury and/or damage sustained by PVCCD, and/or PVCCD's employees or agents.

Section 9.08 Insurance Requirements

CONTRACTOR will provide evidence of Workmen's Compensation Insurance which complies with provisions of the California Labor Code covering all employees of the CONTRACTOR and all participants enrolled in Work Experience programs. Medical and Accident insurance will be carried for those participants not qualifying as "employees." (Sec. 3350, et seq. of the California Labor Code) for Workers Compensation.

The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the PVCCD.

Section 9.09 Press Releases/Published Announcements

In all communications with the press, television, radio or any other means of communicating with the general community regarding any items which are related to the program funded by this Agreement, the CONTRACTOR shall use PVCCD language in all written material and shall use this language in any audio or video production. The CONTRACTOR will obtain approval from PVCCD prior to publication or production.

Section 9.10 Assignment

The CONTRACTOR shall not assign this Agreement nor transfer any interest or obligation in the Agreement without notifying and receiving approval from PVCCD within ten (10) working days before execution.

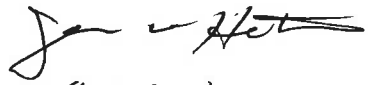
Section 9.11 Integration of Entire Agreement

This Agreement and those documents incorporated herein by reference or attachment are the entire agreement of the parties and supersede all negotiations, verbal or otherwise and any other agreements which are hereby rescinded. This Agreement is not intended to, and shall not be construed to create the relationship of agent, officer, employee, partnership, joint venture or association between PVCCD and the CONTRACTOR. No verbal commitment or conversation with any officer, agent or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

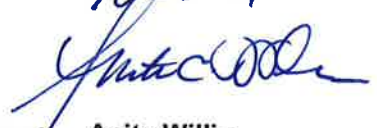
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Section 9.12 Signatures

AGREEMENT: PY2011/2013-479

Sub	Palo Verde Community College
Grantee:	District
By:	
Date:	9-28-11
Print Name:	Dr. James Hottois
Print Title:	Superintendent/President

Contractor:	Riverside County Economic Development Agency
By:	
Date	
Print Name:	Felicia Flournoy
Print Title:	Director of Workforce Development

Contractor:-	Riverside County Economic Development Agency
By:	10-3-11
Date	
Print Name:	Anita Willis
Print Title:	Deputy County Counsel

Approved as To Form

EXHIBIT 1

SCOPE OF WORK

I. EDA Responsibilities:

Program Functions

1. Perform outreach, intake, and eligibility determination for interested participants, complying with WIA eligibility requirements.
2. Conduct pre-course assessment to determine appropriateness for the Utility Scale Solar Training, Building Performance Institute (BPI), or the Green Build Training Programs.
3. Assist PVCCD in meeting the proposed program outcomes:
 - a) Total Participants Enrolled: **100**
 - b) Placement in Education or Training: **90**
 - c) Completion of Education or Training: **75**
 - d) Attained Recognized Certificate/Degree: **63**
 - e) Total Participants Exited: **100**
 - f) Placement in Unsubsidized Employment: **73**
 - g) Entered Registered Apprenticeships: **45**
 - h) Retained Employment (6 months): **59**
4. Select participants for Green Jobs Training and coordinate Green Jobs training with participants.
5. Establish and maintain JTA Green Jobs Grant participant database. Input participant data and create various reports as needed and required.
6. In collaboration with PVCCD, coordinate meetings with key program partners on an as-needed basis.
7. Provide guidance and technical assistance to PVCCD during the term of the agreement.

Fiscal Agent Functions

1. Act as fiscal agent for the grant.
2. Complete the necessary forms required to use the function keys in the Job Training Automation (JTA) system.
3. Based on cash drawdown requests submitted by PVCCD and service providers, project cash needs and request cash through the JTA system to coincide with timely payment to PVCCD and service providers.
4. In cooperation with PVCCD, receive and manage all funds in compliance with applicable state, federal, and fund specific regulations; and ensure internal controls to maintain fiscal integrity.
5. Make disbursements from available funds within a reasonable time following receipt of complete and accurate requests for reimbursement from PVCCD and service providers in compliance with WIA regulations.
6. In conjunction with PVCCD, maintain an accounting of all revenue, expenditures, program income, and applicable credits associated with the WIA funds by funding stream, for the duration of the contract.
7. Ensure that all financial procedures are in compliance with Generally Accepted Accounting Procedures (GAAP), Office of Management and Budget (OMB) policies, Code of Federal Regulations (CFR), and any other federal or state regulatory requirements.
8. Maintain a record of all financial transactions for the funds.

9. Provide training and technical assistance on fiscal management policies, procedures and monitoring as requested.

Reporting Functions

1. Compile and submit required reports of activities, participant and job training data, expenditures, EDA match data, status of cash and closeout information by the specified dates as prescribed the State of California's Employment Development Department (EDD) with a copy to PVCCD.
2. Input data collected from PVCCD and service providers into the JTA system and EDA's Virtual One Stop (VOS) database.
3. Provide ad hoc reports as requested.
4. Provide training and technical assistance regarding the JTA system.

II. PVCCD Responsibilities:

1. Maintain and provide data of PVCCD activities, participant and job training data, expenditures, match data as requested by EDA.
2. Complete and submit the Manual Cash Request Form (**Appendix 1-EDA Forms**) to EDA by the 10th of each month.
3. Complete and submit the WIA Summary of Expenditures Form (**Appendix 1-EDA Forms**) to EDA by the 15th of each month.

EXHIBIT 2**PROGRAM BUDGET****I. Program Reimbursement Budget**

Expense Items	Grand Total Budget (6/1/2011 to 3/31/2013)
PERSONNEL- DIRECT	
Development Specialist II	62,026
Development Specialist III	24,354
IT Database Admin	15,097
Accountant	12,251
TOTAL REGULAR SALARIES	113,729
BENEFITS & TAXES	
Development Specialist II	30,096
Development Specialist III	9,190
IT Database Admin	6,759
Accountant	6,407
Worker's Compensation	322
TOTAL BENEFITS & TAXES	52,774
OTHER (TRAVEL, MARKETING,SS)	
Assessment Software	2,978
Individual Training Accounts – California State University San Bernardino (10 Participants)	46,300
Individual Training Accounts - University of California Riverside (40 Participants)	74,000
TOTAL OTHER	123,278
GRAND TOTAL	\$ 289,780

II. EDA In-Kind Match

Expense Items	Grand Total Budget (6/1/2011 to 3/31/2013)
PERSONNEL- DIRECT	
Director	14,368
Principal Development Specialist	9,024
Senior Development Specialist	12,048
Senior Development Specialist	7,854
Office Assistant III	3,154
Development Specialist III	12,059
Development Specialist III	9,692
Supervising Accountant	12,642
Development Specialist II	15,342
Development Specialist II	14,326
TOTAL REGULAR SALARIES	110,508
BENEFITS & TAXES	
Director	5,553
Principal Development Specialist	3,564
Senior Development Specialist	4,546
Senior Development Specialist	3,382
Office Assistant III	1,615
Development Specialist III	5,101
Development Specialist III	3,972
Supervising Accountant	5,375
Development Specialist II	7,444
Development Specialist II	7,053
TOTAL BENEFITS & TAXES	47,606
Other Expenses	
Operating Expenses Relating to Budgeted Personnel	50,916
Boot Camp	39,809
TOTAL Other Expenses	90,725
GRAND TOTAL	\$ 248,839

APPENDIX 1

EDA FORMS

SAMPLE EDA Cash Request Form

To: WDC Accounting & Finance
3133 Mission Inn Ave.
Riverside, CA 92507

Fascimile: 951-955-4696
Telephone: 951-955-2806

Subgrant Recipient:	Palo Verde Community College District - Green Jobs Training
Subgrant Number:	K183464
Program Title:	Green Jobs
Grant Code	479
Date of Request:	

Budget Description	Budget Total	Total Previous Cash Request	Total Current Cash Request	Available Cash Balance
Staff Salaries				-
Staff Benefits				-
Staff Travel				-
Tuition Payments				-
Administration				-
Total:	\$ -	\$ -	\$ -	\$ -

In accordance with the fiscal provisions, outlined in the Palo Verde Agreement with WDC, this cash request must be received by WDC by the 10th of every month to assure payment by the end of the month.

I hereby certify that I am a duly appointed representative of the above named subgrant recipient and that, to the best of my knowledge, the above request represent our best estimate, is in accordance with the current budget provisions, and does not violate the State's policy of not maintaining more cash than is necessary to meet our immediate needs at anytime.

Palo Verde Authorized Representative: 

James W. Hottolis, Superintendent/President

9.28.2011

(PRINT First and Last Name)

Date

County of Riverside WDC Authorized Representative:

(PRINT First and Last Name)

Date

WIA SUMMARY OF EXPENDITURES

Subgrantee Code:		Report Type:	
Grant Code:		Title I/Project Name:	
Grant Term:		Report Period:	
I. SUBGRANT INFORMATION			
1. Year of Appropriation			
2. Report Revision Number			
3. Subgrant/Contract Number			
4. Subgrant Term From:			
To:			
5. Total Allotment			
6. Closeout Report (N/C)			
II. TOTAL EXPENDITURES (Admin + Program)			
III. ADMINISTRATIVE EXPENDITURES			
1. Administrative Cash Expenditures			
2. Administrative Accrued Expenditures			
3. TOTAL ADMIN EXPENDITURES			
IV. OTHER REPORTABLE ITEMS (ADMIN)			
1. Non-Fed Supp (Stand-in)			
2. Unliquidated Obligations			
3. Program Income Earned			
4. Program Income Expended			
V. CUMULATIVE EXPENDITURES			
	Cash Expenditures	Accrued Expenditures	Total Expenditures
1. Core Self Services			
2. Core Reg Services			
3. Intensive Services			
4. Training Services			
a. Training Payments			
b. Other Training Services			
5. Other			
6. TOTAL PROGRAM EXPENDITURES	\$	\$	\$
VI. OTHER REPORTABLE ITEMS (PROGRAM)			
1. Non-Fed Supp (Stand-in)			
2. Unliquidated Obligations			
a. Unliquidated Obligations- Core/Intensive Services			
b. Unliquidated Obligations-Training Svcs			
c. Unliquidated Obligations-Other			
3. Program Income Earned			
4. Program Income Expended			

VII. MISCELLANEOUS ITEMS (ADMIN AND/OR PROGRAM)			
	Cash Contributions	In-Kind Contributions	Total
1. Match			
2. Federal Leveraged Resources			
3. Non-Federal Leveraged Resources			
VIII. TOTAL NEG EXPENDITURES: PROJECT OPERATOR LEVEL			
1. Participant Wages			\$
2. Participant Fringe Benefits			\$
3. Core and Intensive Services			\$
4. NEG – funded Training			\$
5. NEG – funded Supportive Services			\$
6. Needs Related Payments (NRP)			\$
7. Program Management and Oversight			\$
a. Administrative, excl NRP Processing		\$	
b. Other		\$	
8. Other			\$
IX. COMMENTS			
X. CERTIFICATION			
1. Name	2. Title	3. Phone Number	
4. Contact Name			
5. Contact Title			
6. Phone Number			
7. Date Submitted			

188 and the Department of Labor non-discrimination regulations implementing WIA section 188, codified at 29 CFR part 37.

§ 667.505 How do we resolve investigative and monitoring findings?

(a) As a result of an investigation, on-site visit or other monitoring, we notify the recipient of the findings of the investigation and gives the recipient a period of time (not more than 60 days) to comment and to take appropriate corrective actions.

(b) The Grant Officer reviews the complete file of the investigation or monitoring report and the recipient's actions under paragraph (a) of this section. The Grant Officer's review takes into account the sanction provisions of WIA section 184(b) and (c). If the Grant Officer agrees with the recipient's handling of the situation, the Grant Officer so notifies the recipient. This notification constitutes final agency action.

(c) If the Grant Officer disagrees with the recipient's handling of the matter, the Grant Officer proceeds under § 667.510.

§ 667.510 What is the Grant Officer resolution process?

(a) *General.* When the Grant Officer is dissatisfied with the State's disposition of an audit or other resolution of violations (including those arising out of incident reports or compliance reviews), or with the recipient's response to findings resulting from investigations or monitoring report, the initial and final determination process, set forth in this section, is used to resolve the matter.

(b) *Initial determination.* The Grant Officer makes an initial determination on the findings for both those matters where there is agreement and those where there is disagreement with the recipient's resolution, including the allowability of questioned costs or activities. This initial determination is based upon the requirements of the Act and regulations, and the terms and conditions of the grants, contracts, or other agreements under the Act.

(c) *Informal resolution.* Except in an emergency situation, when the Secretary invokes the authority described in WIA section 184(e), the Grant Officer

may not revoke a recipient's grant in whole or in part, nor institute corrective actions or sanctions, without first providing the recipient with an opportunity to present documentation or arguments to resolve informally those matters in controversy contained in the initial determination. The initial determination must provide for an informal resolution period of at least 60 days from issuance of the initial determination. If the matters are resolved informally, the Grant Officer must issue a final determination under paragraph (d) of this section which notifies the parties in writing of the nature of the resolution and may close the file.

(d) Grant Officer's final determination.

(1) If the matter is not fully resolved informally, the Grant Officer provides each party with a written final determination by certified mail, return receipt requested. For audits of recipient-level entities and other recipients which receive WIA funds directly from DOL, ordinarily, the final determination is issued not later than 180 days from the date that the Office of Inspector General (OIG) issues the final approved audit report to the Employment and Training Administration. For audits of subrecipients conducted by the OIG, ordinarily the final determination is issued not later than 360 days from the date the OIG issues the final approved audit report to ETA.

(2) A final determination under this paragraph (d) must:

(i) Indicate whether efforts to informally resolve matters contained in the initial determination have been unsuccessful;

(ii) List those matters upon which the parties continue to disagree;

(iii) List any modifications to the factual findings and conclusions set forth in the initial determination and the rationale for such modifications;

(iv) Establish a debt, if appropriate;

(v) Require corrective action, when needed;

(vi) Determine liability, method of restitution of funds and sanctions; and

(vii) Offer an opportunity for a hearing in accordance with § 667.800 of this part.

(b) **PUBLICATION IN FEDERAL REGISTER RELATING TO FORMULA FUNDS.**—Whenever the Secretary allots funds required to be allotted under this title, the Secretary shall publish in a timely fashion in the Federal Register the proposed amount to be distributed to each recipient of the funds.

Deadline.

(c) **REQUIREMENT FOR FUNDS DISTRIBUTED BY FORMULA.**—All funds required to be allotted under section 127 or 132 shall be allotted within 45 days after the date of enactment of the Act appropriating the funds, except that, if such funds are appropriated in advance as authorized by section 189(g), such funds shall be allotted or allocated not later than the March 31 preceding the program year for which such funds are to be available for obligation.

Deadline.

(d) **PUBLICATION IN FEDERAL REGISTER RELATING TO DISCRETIONARY FUNDS.**—Whenever the Secretary utilizes a formula to allot or allocate funds made available for distribution at the Secretary's discretion under this title, the Secretary shall, not later than 30 days prior to such allotment or allocation, publish such formula in the Federal Register for comments along with the rationale for the formula and the proposed amounts to be distributed to each State and local area. After consideration of any comments received, the Secretary shall publish final allotments and allocations in the Federal Register.

Deadline.

(e) **AVAILABILITY OF FUNDS.**—Funds shall be made available under sections 128 and 133 for a local area not later than 30 days after the date the funds are made available to the Governor involved, under section 127 or 132 (as the case may be), or 7 days after the date the local plan for the area is approved, whichever is later.

29 USC 2933.

SEC. 183. MONITORING.

(a) **IN GENERAL.**—The Secretary is authorized to monitor all recipients of financial assistance under this title to determine whether the recipients are complying with the provisions of this title, including the regulations issued under this title.

(b) **INVESTIGATIONS.**—The Secretary may investigate any matter the Secretary determines to be necessary to determine the compliance of the recipients with this title, including the regulations issued under this title. The investigations authorized by this subsection may include examining records (including making certified copies of the records), questioning employees, and entering any premises or onto any site in which any part of a program or activity of such a recipient is conducted or in which any of the records of the recipient are kept.

(c) **ADDITIONAL REQUIREMENT.**—For the purpose of any investigation or hearing conducted under this title by the Secretary, the provisions of section 9 of the Federal Trade Commission Act (15 U.S.C. 49) (relating to the attendance of witnesses and the production of documents) apply to the Secretary, in the same manner and to the same extent as the provisions apply to the Federal Trade Commission.

29 USC 2934.

SEC. 184. FISCAL CONTROLS; SANCTIONS.

(a) **ESTABLISHMENT OF FISCAL CONTROLS BY STATES.**—

(1) **IN GENERAL.**—Each State shall establish such fiscal control and fund accounting procedures as may be necessary to assure the proper disbursement of, and accounting for, Federal funds allocated to local areas under subtitle B. Such procedures shall ensure that all financial transactions carried out under

subtitle B are conducted and records maintained in accordance with generally accepted accounting principles applicable in each State.

(2) COST PRINCIPLES.—

(A) IN GENERAL.—Each State (including the Governor of the State), local area (including the chief elected official for the area), and provider receiving funds under this title shall comply with the applicable uniform cost principles included in the appropriate circulars of the Office of Management and Budget for the type of entity receiving the funds.

(B) EXCEPTION.—The funds made available to a State for administration of statewide workforce investment activities in accordance with section 134(a)(3)(B) shall be allocable to the overall administration of workforce investment activities, but need not be specifically allocable to—

- (i) the administration of adult employment and training activities;
- (ii) the administration of dislocated worker employment and training activities; or
- (iii) the administration of youth activities.

(3) UNIFORM ADMINISTRATIVE REQUIREMENTS.—

(A) IN GENERAL.—Each State (including the Governor of the State), local area (including the chief elected official for the area), and provider receiving funds under this title shall comply with the appropriate uniform administrative requirements for grants and agreements applicable for the type of entity receiving the funds, as promulgated in circulars or rules of the Office of Management and Budget.

(B) ADDITIONAL REQUIREMENT.—Procurement transactions under this title between local boards and units of State or local governments shall be conducted only on a cost-reimbursable basis.

(4) MONITORING.—Each Governor of a State shall conduct on an annual basis onsite monitoring of each local area within the State to ensure compliance with the uniform administrative requirements referred to in paragraph (3).

(5) ACTION BY GOVERNOR.—If the Governor determines that a local area is not in compliance with the uniform administrative requirements referred to in paragraph (3), the Governor shall—

- (A) require corrective action to secure prompt compliance; and
- (B) impose the sanctions provided under subsection (b) in the event of failure to take the required corrective action.

(6) CERTIFICATION.—The Governor shall, every 2 years, certify to the Secretary that—

- (A) the State has implemented the uniform administrative requirements referred to in paragraph (3);
- (B) the State has monitored local areas to ensure compliance with the uniform administrative requirements as required under paragraph (4); and
- (C) the State has taken appropriate action to secure compliance pursuant to paragraph (5).