

**AGENDA
EXECUTIVE COMMITTEE
JULY 17, 2017**



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**AGENDA
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JULY 17, 2017**

Dear Executive Committee Members:

EXECUTIVE COMMITTEE MEETING

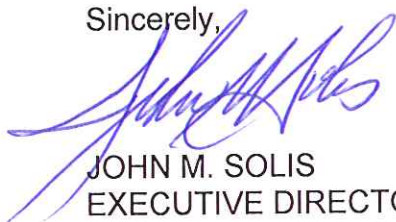
An Executive Committee meeting has been scheduled for:

DATE: Monday, July 17, 2017
TIME: 7:30 a.m. – 9:00 a.m.
(Breakfast served at 7:00 a.m.)
PLACE: Stockton WorkNet Center
56 S. Lincoln Street
Stockton, CA

The meeting will be held in the administrative conference room on the second floor. Attached is your agenda for the Executive Committee meeting.

I look forward to seeing you at the meeting.

Sincerely,



JOHN M. SOLIS
EXECUTIVE DIRECTOR

JMS:gg

AGENDA
EXECUTIVE COMMITTEE
July 17, 2017
7:30 a.m. – 9:00 a.m.

ROLL CALL

STATEMENTS OF CONFLICT OF INTEREST

PUBLIC COMMENT

ACTION ITEM

1. Approval of Agreement with Pro Path Inc., to Provide One-Stop Operator Services Funded under the Workforce Innovation and Opportunity Act (WIOA) for \$15,000 for the Period July 1, 2017 through June 30, 2018

DISCUSSION ITEM

1. San Joaquin County Proposed Workforce Development Board Travel Policy

INFORMATION ITEM

1. Update on the Completion of the WIOA Memorandum of Understanding Phase II

***** PUBLIC COMMENT *****

Members of the public may address the Workforce Development Board on items appearing on the agenda. The public may also address items of interest to the Workforce Development Board which are within the subject jurisdiction of the Board. However, the Workforce Development Board, in compliance with Government Code Section 54954.3(a) shall not take any action on any item not appearing on the agenda. Such items may be referred to staff or recommended for inclusion on a future agenda.

Persons wishing to address the Board must complete the Public Comment Form which may be obtained from the Clerk. Speakers are asked to limit their total presentation to a maximum of five minutes.

***** AMERICANS WITH DISABILITIES ACT *****

In accordance with the Americans with Disabilities Act, the San Joaquin County Workforce Development Board will make reasonable efforts to accommodate persons with qualified disabilities. If you require special accommodation, please contact Gloria Gamez at 468-3500 at least one day in advance of the meeting.

ADJOURNMENT

ACTION ITEM

APPROVAL OF AGREEMENT WITH PRO PATH INC., TO PROVIDE
ONE-STOP OPERATOR SERVICES FUNDED UNDER THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) FOR
\$15,000 FOR THE PERIOD JULY 1, 2017 THROUGH JUNE 30, 2018

DATE: July 17, 2017

ACTION ITEM: 1

TO: Executive Committee

FROM: John M. Solis, Executive Director

SUBJECT: APPROVAL OF AGREEMENT WITH PRO PATH INC., TO PROVIDE ONE-STOP OPERATOR SERVICES FUNDED UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) FOR \$15,000 FOR THE PERIOD JULY 1, 2017 THROUGH JUNE 30, 2018

IT IS RECOMMENDED:

1. That the Executive Committee, acting on behalf of the SJCWDB, approve the recommendation to fund the attached agreement with Pro Path Inc., to provide One-Stop Operator services funded under the Workforce Innovation and Opportunity Act (WIOA) for an amount not to exceed \$15,000, and for the period July 1, 2017 through June 30, 2018.
2. Forward recommendation to the San Joaquin County Board of Supervisors for final approval and execution.

REASONS FOR RECOMMENDATION:

On December 19, 2016, the State released State Directive WSD16-14 providing guidance to all Local Workforce Development Areas (LWDA) establishing procedures for the selection of One-Stop Operators. The One-Stop Workforce Development Centers, referred to by the State as the "America's Job Centers of California" (AJCC) are the core of California's workforce development service delivery system. The One-Stop Operators play a critical role in ensuring that AJCCs are serving as all-inclusive access points to education, employment, and training programs for a wide range of customers. The AJCC One-Stop Operator fulfills distinct and separate roles within the local AJCC One-Stop Center system. These roles may be filled by the same entity or different entities based on what the local Workforce Development Board (WDB) or each respective LWDA determines is best for meeting the needs of its customers and demographic area, but, the roles must be clearly articulated as part of a competitive procurement and selection processes. The WIOA requires local WDBs to conduct an open and competitive process in order to select an AJCC One-Stop Operator.

In California, AJCC One-Stop Operators are responsible for coordinating service delivery among all AJCC required partners and service providers within the LWDA. By having the AJCC One-Stop Operator act as the local service delivery coordinator, it allows local WDBs to focus on strategic planning and developing partnerships at the local and regional level.

The role and responsibilities of the AJCC One-Stop Operator include the following:

- Coordinating the service delivery of required AJCC partners and service providers.
- Ensuring the implementation of partner responsibilities and contributions agreed upon in the Memorandums of Understanding - Phase I and Phase II.
- Reporting to local WDBs on operations, performance, and continuous quality improvement recommendations.
- Implementing policies established by local WDBs.
- Adhering to all applicable federal and state guidance and requirements.

The AJCC One-Stop Operator may not perform any of the following:

- Convene system stakeholders to assist in the development of the local plan.
- Prepare and submit local plans.
- Be responsible for oversight of itself.
- Manage or significantly participate in the competitive selection process for an AJCC One-Stop Operator.
- Select or terminate AJCC One-Stop Operator, Adult and Dislocated Worker Career Services Providers, and Youth Service Providers.
- Negotiate local performance accountability measures.
- Develop and submit budget for activities of the local WDB in the local area.

The WIOA requires local WDBs to conduct an open and competitive process in order to select an AJCC One-Stop Operator. In the event that the local WDB wishes to also be the One-Stop Operator, it would require the approval of the Chief Local Elected Official (CLEO) and the Governor. The WIOA requires the local WDB conduct monitoring of its AJCC One-Stop Operator. If the local WDB is the AJCC One-Stop Operator, the local WDB cannot monitor itself. In order to avoid any conflict of interest, the local WDB must separate itself from the role of the One-Stop Operator unless authorized by the CLEO and approved by the Governor.

WIOA Section 122(a)(2)(A) only allows the WDB to function as a One Stop Operator if they go through an open and competitive procurement process and fail to secure an appropriate service provider. Only under a failed procurement can the WDB submit an application to the Governor, requesting a waiver of this requirement.

In accordance with Section 679.410 of the Federal Regulations, local WDBs can select a One-Stop Operator in the following categories:

1. Select one or more One-Stop Operators to assume the operations of all the AJCC One-Stop Centers with the WDB removing itself from the operations and acting solely as an administrative entity.
2. Under a failed procurement process, applying for a waiver from the Governor and the CLEO to assume the role of a One-Stop Operator.

3. Select a One-Stop Operator that only functions as a coordinator of the delivery of services of the required partners, as agreed upon under the approved Memorandum of Understanding.

Background

Through the Employment and Economic Development Department, the San Joaquin County Workforce Development Board and its predecessors, since its inception, has successfully provided workforce development services to residents in San Joaquin County for over 34 years; consistently meeting and exceeding performance goals. During this same period, it maintained fiscal integrity and never experienced any exceptions or disallowances of cost.

The Annual SJCWDB Retreat, held November 4, 2016, included a comprehensive overview of the One-Stop Operator, as required under the WIOA, with information on the roles and responsibilities, and the process for selecting a One-Stop Operator. Based on the discussion of the SJCWDB and the review of historical data, WIOA state and federal requirements, as well as performance history, it was determined that it would be in the best interest of San Joaquin County to procure a One-Stop Operator that only functions as a coordinator of the delivery of services of the required partners, as agreed upon under the approved Memorandum of Understanding, and continue the WDB participation in the delivery of services as one of the required partners of the workforce service delivery System.

In reaching a conclusion on the service delivery system and the solicitation of the One-Stop Operator, input was solicited from the State cognizant agencies. San Joaquin County also had year-long discussions with the Workforce Development Boards in the San Joaquin Valley Region who share the same concern and experiences.

A Regional One-Stop Operator

The California Workforce Development Board (State Board) has established 14 Workforce Development Regions also known as Regional Planning Units (RPU). San Joaquin County is part of the San Joaquin Valley and Associated Counties RPU, and is comprised of eight (8) LWDAs covering 10 counties including: San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings, and Kern-Inyo-Mono Counties. The State suggested that local WDBs may regionally select an AJCC One-Stop Operator. A regional AJCC One-Stop Operator concept is the model preferred by the State Board, the California Workforce Association (CWA), and industry recognized workforce professionals.

A regional AJCC One-Stop Operator is consistent with the State's vision to maximize efficiencies, enhance cost effectiveness as the cost would be equally shared by all parties, and maintains a level of local autonomy as directed by the SJCWDB.

As a result, five (5) of the LWDAs within the eight (8) LWDA San Joaquin Valley Regional Valley and Associated Counties RPU began to entertain the option of procuring a sub-regional One-Stop Operator. When presenting it to the SJCWDB for discussion, it offered the best option for San Joaquin County.

A regional AJCC One-Stop Operator was not only consistent with the State's vision, it offered opportunities to maximize efficiencies, and maintains a level of local autonomy as directed by the SJCWDB. This option would be cost effective, as the cost of the One-Stop Operator services would be shared across the five (5) LWDAs; to share best practices; to apply for competitive multi-jurisdictional grants; and to allow the SJCWDB to be involved in the service delivery as a provider. It would also provide opportunities, working in partnership with the other required partners.

The California Workforce Development Board, recognized this as a model service delivery, consistent with its vision of developing a Regional Workforce Development System, in partnership with multiple WDBs, as the only one in California. The State Board's Deputy Director, Ms. Robin Purdy has accepted an assignment to work with all the RPU's in the State and is looking forward to working closely with the San Joaquin Valley and Associated Counties region as she believes this may be a model for California. Ms. Purdy will be engaged in all quarterly meetings with the participating counties and staff from the AJCC One-Stop Operator.

A local WDB or administrative entity may be designated as an Adult and Dislocated Worker Career Services Provider only with the approval of the Chief Local Elected Official and the Governor according to WIOA Section 107[g][2] and Title 20 CFR Section 679.410[b]. Approval under this provision would serve as the agreement by the Governor and would exempt the local WDB from selecting Adult and Dislocated Worker Career Service Providers through the awarding of contracts by allowing them to fulfill the role themselves.

On February 22, 2017, the SJCWDB approved and recommended to the San Joaquin County Board of Supervisors its application to the State to be the Adult and Dislocated Worker Career Services provider in San Joaquin County. On March 21, 2017 the San Joaquin County BOS approved the application (B-17-189). The application was submitted to the State Board and the State Board approved the SJCWDB to be the provider of Adult and Dislocated Worker Career Services on April 27, 2017.

Procurement Process

When selecting an AJCC One-Stop Operator, local WDBs are required to fully adhere to the federal procurement standards outlined in Uniform Guidance Sections 200.318-200.326, as well as their local procurement policies.

Although the intent of WIOA is for all local WDBs to procure their AJCC Operators through a full and open competitive process, the Uniform Guidance allows for very limited instances in which alternate procurement methods may be allowed, if substantial justification is provided. The following are allowable procurement processes under Uniform Guidance:

- Sealed Bid – Uniform Guidance Section 200.320(c)
- Competitive Proposals – Uniform Guidance Section 200.320(d)
- Sole Source – Uniform Guidance Section 200.320(f):
 - The AJCC Operator services are only available from a single source.
 - The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.

- After solicitation from a number of sources, competition is determined to be inadequate.

Whichever procurement method is used, local WDBs must retain extensive written documentation of the procurement process to demonstrate compliance with federal, state and local requirements. Local WDBs must also make available to the public, through electronic means and open meetings, information regarding their selection of AJCC Operators.

On January 31, 2017, a sub-region of the San Joaquin Valley and Associated Counties RPU consisting of five (5) LWDAs (San Joaquin, Stanislaus, Merced, Madera, and Kings County) collectively released, via Merced County's Purchasing Department, a Request for Proposal (RFP) to secure a regional AJCC One-Stop Operator. The RFP closed on March 7, 2017 and received no responses.

On March 22, 2017, a second RFP was released, via Merced County's Purchasing Department, with a cost not to exceed \$75,000 maximum for the primary services specified. The second RFP closed on May 3, 2017 and received one (1) response. The proposal was reviewed by subject matter experts, including Workforce Development Board members from other LWDAs, and received a score of 42 out of 100 possible points. The single proposer had no experience providing or overseeing workforce development services. The five (5) LWDAs determined that the proposal was inadequate and declared it to be a failed procurement.

A sole source procurement option was selected, as allowable, due to the failed procurement. The five (5) LWDAs reached out to Pro Path, Inc., a California Corporation that has been providing workforce development programs for over 29 years, and is currently serving as the AJCC One-Stop Operator in two (2) other LWDAs in the San Joaquin and Associated Counties RPU: Fresno and Kern-Inyo-Mono, as well as four (4) other LWDAs throughout the State. Pro Path has provided One Stop, Career Services, Rapid Response, Layoff aversion and Business Services to: San Jose WIB, Contra Costa WIB, Alameda County WIB, Foothill Consortium WIB, Los Angeles County WIB, East San Gabriel, Mid-Valley, West San Gabriel Valley, Fresno WIB, Orange County WIB, San Mateo County WIB, NOVA WIB, and many more. Pro Path, Inc. has been awarded over 100 million in Job Training Partnership Act, WIA and WIOA funds since their start in 1988.

They also currently operate many WIOA special programs in the One-Stop Centers. Such operations include, but are not limited to: Veteran Employment Assistance Programs (VEAP), Orange County 4 Vets program, Supervised Population Forward Focus program, Senior Community Service Employment program, 25% DW programs, Social Services Agency WEX and EPP and many more.

Pro Path, Inc. responded to the request for a proposal to the Central Valley Region. The proposal submitted provided sufficient detail to assure the partners that they would be able to provide all services outlined in the proposal. The One-Stop Operator Team will include President David Baquerizo, Retired Employment Development Department Manager, Roger Schmitt, and David Shinder, former Vice President of Service Delivery

for ResCare Workforce Services, where he managed a national technical assistance team supporting operations at nearly 350 career centers across the United States.

On June 28, 2017, the WDB authorized the Executive Committee to act on behalf of the WDB and facilitate the development of the AJCC One-Stop Operator Agreement to comply with State requirements and meet State deadlines. Pro Path, Inc., has been selected by all five (5) WDB's to be the regional One-Stop Operator that will serve a sub-section of the Central Valley and Associated Counties RPU to include San Joaquin County, Stanislaus County, Merced County, Madera County, and Kings County.

Approval of this recommendation will enable San Joaquin County to secure an AJCC One-Stop Operator as required under the WIOA and as required by the State.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

- | | | |
|----|--|-------------------|
| 1. | Board of Supervisors Action | July 25, 2017 |
| 2. | Submission of AJCC Operator Agreement to the State | September 1, 2017 |

ACTION TAKEN: APPROVED: _____ DISAPPROVED: _____ OTHER: _____

BY: _____ DATE: _____

MOTIONED BY: _____ SECONDED BY: _____

YES: _____

NO: _____

**AGREEMENT FOR SPECIAL SERVICES
(CONTRACTOR)**

**SAN JOAQUIN VALLEY SUB REGIONAL PLANNING UNIT
AGREEMENT NO. _____**

THIS AGREEMENT, is made and entered into by and between the County of Kings (a political subdivision of the State of California), the Madera County Workforce Investment Corporation, the County of Merced (a political subdivision of the State of California), the County of San Joaquin (a political subdivision of the State of California), and the County of Stanislaus (a political subdivision of the State of California) (hereinafter referred to collectively as the "Sub-RPU Entities"); and, ProPath, Inc., located at 17891 Cartwright Road, Suite 100, Irvine, California 92614 (hereinafter referred to as "Contractor").

WHEREAS, the Sub-RPU Entities desire to contract with Contractor for special services which consist of acting as the One-Stop Operator for the Sub RPU Entities; and

WHEREAS, Contractor is specially trained, experienced, and competent to perform such services in connection with the specified duties of the One-Stop Operator as attached hereto as Exhibit "A"; and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. Contractor's services include, but are not limited to, the following:

A. Acting as the one stop operator for the Sub-RPU Entities as contemplated in the attached Exhibit "A" (Scope of Work).

The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this Agreement or modified herein:

Exhibit A-Scope of Work
Exhibit B-Budget for Services

2. TERM

The term of this Agreement shall commence on the 1st day of July, 2017, and continue until the 30th day of June, 2018, unless sooner terminated in accordance with the sections

entitled "TERMINATION FOR CONVENIENCE" or "TERMINATION FOR CAUSE", as set forth elsewhere in this Agreement.

3. COMPENSATION

The Sub-RPU Entities agree to a Total Agreement Price of Seventy Five Thousand Dollars and No/100 Cents (\$75,000) for all of Contractor's services to be provided herein, as are more specifically set forth under the "Scope of Work." Contractor will be paid separately by each Sub-RPU Entity in a percentage of the total and shall bill accordingly as follows:

Sub-RPU Entities	Share of Total Contract Price
Kings County	20% (\$15,000.00)
Madera County Workforce Investment Corporation	20% (\$15,000.00)
Merced County	20% (\$15,000.00)
San Joaquin County	20% (\$15,000.00)
Stanislaus County	20% (\$15,000.00)

The Total Agreement Price shall include all of the Sub-RPU Entities' compensation to Contractor, including reimbursement for all expenses incurred by Contractor in the performance of this Agreement. As stated in the Scope of Work, the separate Sub-RPU Entities may wish to have the Contractor provide additional services at the rate specified within the Scope. This will require a separate agreement, and the entity requesting the additional services will be solely liable for the cost of the services rendered and will be billed accordingly. Other than that exception, no other fees or expenses of any kind shall be paid to Contractor in addition to the Total Agreement Price. In no event shall the total services to be provided hereunder exceed the Total Agreement Price. This fee may be subject to withholding for State of California income tax.

Any and/or all payments made under this Agreement shall be paid by check, payable to the order of the Contractor and be mailed or delivered to Contractor at:

Name: ProPath, Inc.
Address: 17891 Cartwright Road, Suite 100
City/State/Zip: Irvine, California 92614

Contractor may request that the Sub-RPU Entities mail the check to Contractor, at such other address as Contractor may from time to time designate to the Sub-RPU Entities. Such request must be made in writing in accordance with the procedures as outlined under Section 7 of this Agreement.

4. PRICING CONDITIONS:

The Sub-RPU Entities agree to pay Contractor for all services required herein as prescribed, fixed at the submitted pricing, which shall include reimbursement for all expenses incurred. No other expenses shall be paid to Contractor without formal approval by the entity in each of the separate Sub-RPU Entities of the Sub-RPU Entities having the power to enter into contracts or their authorized agent. In no event shall the total services to be performed hereunder exceed \$75,000.00.

The Sub-RPU Entities shall not be responsible for any charges or expenses incurred by Contractor, his/her agents, employees or independent Contractors, other than those listed herein, in connection with the performance of services hereunder unless authorized in advance in writing by the Sub-RPU Entities.

5. TERMS OF PAYMENT

Payment shall be only for full, complete satisfactory performance of the services required to be provided herein and as set forth under the attached "Scope of Work." Payment shall be made in the following manner:

Upon completion of the required services as set forth under Section "SCOPE OF SERVICES," Contractor shall submit an invoice **within 30 calendar days of each invoice period**, detailing the services it has provided and the amount owed under this Agreement. In addition to the invoice submitted by the Contractor for payment, Contractor must complete and submit to the Sub-RPU Entities, Form W-9, "A Request for Taxpayer Identification Number and Certification", located at (www.irs.gov/pub/irs-pdf/fw9.pdf). Both the invoice and W-9 form shall be forwarded to the points of contact at the address shown under Section 7 of this Agreement, **not later than thirty (30) calendar days after completion and acceptance by the separate Sub-RPU Entities of all tasks identified on the invoice**. Upon approval by separate Sub-RPU Entities of the Sub-RPU, the fee due hereunder shall be paid to Contractor within thirty (30) days following receipt of a complete and correct invoice.

Each invoice or approved alternate documentation must:

- A. Detail by task the service performed by Contractor.
- B. Detail the labor cost (number of hours) attributed to each task.
- C. Show the cumulative cost for all tasks performed to date.
- D. Provide any additional information and data requested by Sub-RPU Entities as deemed necessary by the Sub-RPU Entities to properly evaluate or process Contractors invoice.

In no event shall the Sub-RPU Entities be liable for the payment of any invoice not

submitted within thirty (30) calendar days following termination of the Agreement.

6. NO PAYMENT FOR SERVICE PROVIDED FOLLOWING EXPIRATION / TERMINATION OF AGREEMENT

Contractor shall have no claim against the Sub-RPU Entities for payment of any kind whatsoever for any services provided by Contractor which were provided after the expiration or termination of this Agreement. Should one or more Sub-RPU Entities elect to terminate this Agreement for any reason, then Agreement shall continue as to the other Sub-RPU Entities. The terminating Sub-RPU Entity(s) shall provide thirty (30) calendar days written notice to the Contractor and non-terminating Sub-RPU Entities of the termination date. Upon the effective date of such notice, all of the terms of this Agreement shall apply with regard to the terminating Sub-RPU Entity(s). Furthermore, the Total Agreement Price, or the remainder thereof, shall be reduced in proportion to the amount remaining of the Total Agreement Price attributable to the terminating Sub-RPU Entity(s).

7. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.
- D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- E. Facsimile Transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 P.M. (recipient's time) or on a non-business day.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date

that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

Contractor

17891 Cartwright Road, Suite 100
Irvine, California 92614
Fax: 949-341-8008

County of Kings

124 N. Irwin Street
Hanford, California 93230
Fax: 559-585-3536

**Madera County Workforce
Investment Corporation**
2037 W. Cleveland Avenue
Madera, California 93637

County of Merced

1205 West 18th Street
Merced, California 95340
Fax: 209-722-3592

County of San Joaquin
56 South Lincoln Street
Stockton, California 95203
Fax: 209-462-3536

County of Stanislaus
251 East Hackett Road C-2
Modesto, California 95358
Fax: 209-558-2164

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

8. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING

The compensation paid to Contractor pursuant to this Agreement is based on the Sub-RPU Entities' continued appropriation of funding for the purpose of this Agreement, as well as the receipt of local, county, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are therefore contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of the Sub-RPU Entities arising from this Agreement shall be immediately discharged. The Sub-RPU Entities agree to inform Contractor no later than ten (10) calendar days after the Sub-RPU Entities determine, in their judgment, that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by Contractor arising out of performance of this Agreement must be submitted to the Sub-RPU Entities prior to the final date for which funding is available. In the alternative, the Sub-RPU Entities and Contractor may agree, in such circumstance, to a suspension or modification of either party's rights and obligations under this Agreement. Such a modification, if the parties agree thereto, may permit a restoration of previous Agreement terms in the event funding is reinstated. Also in the alternative, the Sub-RPU Entities may, if funding is provided to the Sub-RPU Entities in the form of promises to pay at a

later date, whether referred to as "government warrants," "IOUs," or by any other name, the Sub-RPU Entities may, in their sole discretion, provide similar promises to pay to the Contractor, which the Contractor hereby agrees to accept as sufficient payment until cash funding becomes available.

9. TERMINATION FOR CONVENIENCE

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by the Sub-RPU Entities at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

Upon the effective date of termination, the Sub-RPU Entities shall have no further liability to Contractor except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by the Sub-RPU Entities. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by Contractor prior to, and in connection with, discontinuing the work hereunder.

Should one or more Sub-RPU Entities wish to terminate this Agreement, the Agreement shall continue as to the other Sub-RPU Entities. The terminating Sub-RPU Entity(s) shall provide thirty (30) calendar days written notice to the Contractor and non-terminating Sub-RPU Entities of the termination date. Upon the effective date of such notice, all of the terms of this Section 9 shall apply with regard to the terminating Sub-RPU Entity(s). Furthermore, the Total Agreement Price, or the remainder thereof, shall be reduced in proportion to the amount remaining of the Total Agreement Price attributable to the terminating Sub-RPU Entity(s).

10. TERMINATION FOR CAUSE

The Sub-RPU Entities may terminate this Agreement and be relieved of making any payments to Contractor; and all duties to Contractor should the Contractor fail to perform any material duty or obligation of the Agreement. Notice shall be given as otherwise provided herein. In the event of such termination the Sub-RPU Entities may proceed with the work in any manner deemed proper by the Sub-RPU Entities. All costs to the Sub-RPU Entities shall be deducted from any sum otherwise due the Contractor and the balance, if any, shall be paid to the Contractor upon demand. Such remedy is in addition to such other remedies as may be available to the Sub-RPU Entities provided by law.

11. MODIFICATION OF THE AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or Agreement not incorporated herein shall be binding on any of the parties hereto.

12. INSURANCE

A. Prior to the commencement of work, and as a precondition to this Agreement, Contractor shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. Contractor shall provide a certificate of insurance and endorsements naming each entity comprising the Sub-RPU Entities as an additional insured on each policy. The insurance carrier shall be required to give Sub-RPU Entities notice of termination at least 10 days prior to the intended termination of any specified policy. Notice shall be given as specified above. Each certificate of insurance shall specify if Contractor has a self-insured retention ("SIR"), and if so, Contractor shall be required to provide the entire policy of insurance with which it has a SIR.

1. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering bodily injury, personal injury and property damage. The Sub-RPU Entities and their officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, or alternatively split limits of \$500,000 per person and \$1,000,000 per accident for bodily injury with \$250,000 per accident for property damage.
3. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the Sub-RPU Entities.

B. Insurance Conditions

1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A: VII or higher. Lower rated, or approved but not admitted insurers, may be accepted.
2. Each of the above required policies shall be endorsed to provide the Sub-RPU Entities with 30 days prior written notice of cancellation. The Sub-RPU Entities are not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

13. INDEMNIFICATION

Contractor has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, the Sub-RPU Entities, their Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, Agreement or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of Contractor.

Contractor's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the Contractor, its agents, sub-contractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of the Sub-RPU Entities. This duty shall arise at the first claim or allegation of liability against the Sub-RPU Entities. Contractor will on request and at its expense defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

Each Sub-RPU entity agrees to indemnify, defend and hold harmless each of the other Sub-RPU Entities, their Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with services rendered to that specific entity under this Agreement by Contractor.

14. PATENT INDEMNITY

The Contractor shall hold the individual Sub-RPU Entities of the Sub-RPU Entities, their officers, agents, and employees, harmless from liability of any nature in kind, including costs and expenses, from infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with this proposal. The Contractor may also be required to furnish a bond or other indemnification to the Sub-RPU Entities against any and all loss, damage, costs, expenses, claims, and liability for patent or copyright infringement.

15. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that Contractor is an independent Contractor in the performance of the work duties and obligations devolving upon Contractor under this Agreement. The Sub-RPU Entities shall neither have, nor exercise any control or direction over the methods by which Contractor shall perform the assigned work and functions. The contractual interest of Sub-RPU Entities is to assure that the services

covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is agreed that no employer-employee relationship is created and Contractor shall hold the Sub-RPU Entities harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes; any contributions or premiums imposed or required by workers' compensation; any unemployment insurance; any social security income tax; and any other obligations from statutes or codes applying to Contractor, or its sub-contractors and employees, if any.

It is mutually agreed and understood that Contractor, its sub-contractors and employees, if any, shall have no claim under this Agreement or otherwise against the Sub-RPU Entities for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

Contractor shall insure that all its personnel and employees, sub-contractors and their employees, and any other individuals used to perform the Contracted services are aware and expressly agree that the Sub-RPU Entities are not responsible for any benefits, coverage or payment for their efforts.

16. RECORDS, INFORMATION AND REPORTS

Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, the Sub-RPU Entities shall have free access at all proper times or until the expiration of four (4) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

To the extent permitted by law, Contractor shall furnish the Sub-RPU Entities such periodic reports as the Sub-RPU Entities may request pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection therewith shall be borne by the Contractor.

17. OWNERSHIP OF DOCUMENTS

To the extent permitted by law, all technical data, evaluations, plans, specifications, reports, documents, or other work products developed by Contractor hereunder are the exclusive property of the Sub-RPU Entities and upon request of a Sub-RPU Entity or Entities shall be delivered upon completion of the services authorized hereunder. In the event of termination, all finished or unfinished documents and other materials, if any, at the option of the Sub-RPU Entities, and to the extent permitted by law, shall become the property of the Sub-RPU Entities. Contractor may retain copies thereof for its files and internal use.

Any publication of information directly derived from work performed or data obtained in connection with services rendered under this Agreement must be first approved by the Sub-RPU Entities.

18. QUALITY OF SERVICE

Contractor shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and/or other items and services furnished under this Agreement.

Contractor shall, without additional compensation, correct or revise any errors or deficiencies immediately upon discovery in its reports, drawings, specifications, designs, and/or other related items or services.

19. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

The obligations of the Sub-RPU Entities as provided in this Agreement are expressly conditioned upon Contractor's compliance with the provisions of this Agreement to the personal satisfaction of the Sub-RPU Entities. The Sub-RPU Entities shall determine compliance in good faith as a reasonable person would under the circumstances.

20. PUBLIC AGENCY PARTICIPATION

Any public agency, i.e., city, district, public authority, public agency, municipality and other political subdivision or a public corporation of California (hereinafter referred to as Public Agency) located in the State of California shall have the option of participating in this agreement at the same prices and terms and conditions. The Sub-RPU Entities are not an agent, partner, or representative of the Public Agency, and is not obligated or liable for any financial responsibility in connection with purchase orders issued by any Public Agency. The Public Agency shall accept sole responsibility for placing orders or payments with the Contractor.

21. ENTIRE AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

22. THE SUB-RPU ENTITIES NOT OBLIGATED TO THIRD PARTIES

The Sub-RPU Entities shall not be obligated or liable hereunder to any party other than Contractor.

23. LAWS, LICENSES, PERMITS AND REGULATIONS

Contractor and the Sub-RPU Entities agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to Contractor and the Sub-RPU Entities, their sub-grantees, Contractors, or sub-contractors, and their work.

Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Kings, Madera County Workforce Investment Corporation, County of Merced, County of San Joaquin; County of Stanislaus; and all other appropriate governmental agencies, including any certification and credentials required by the Sub-RPU Entities. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by the Sub-RPU Entities.

24. LIMITED AFFECT OF WAIVER OR PAYMENT

In no event shall the making, by the Sub-RPU Entities, of any payment to Contractor constitute, or be construed as, a waiver by the Sub-RPU Entities of any breach of covenant, or any default which may then exist, on the part of Contractor. The making of any such payment by the Sub-RPU Entities while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving Contractor from its full responsibility under this Agreement.

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

25. PERSONNEL

Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

26. SUB-CONTRACTS - ASSIGNMENT

Contractor shall not sub-contract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent by the Sub-RPU Entities. Contractor remains legally responsible for the performance of all Agreement terms including work performed by third parties under sub-contracts. Any sub-contracting will be subject to all applicable

provisions of this Agreement. Contractor shall be held responsible by the Sub-RPU Entities for the performance of any sub-contractor whether approved by the Sub-RPU Entities or not.

27. APPLICABLE LAW; VENUE

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon the Sub-RPU Entities unless agreed in writing by the Sub-RPU Entities and their counsel.

Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in the county where services are being provided, unless the parties agree otherwise or are otherwise required by law.

28. BREACH OF AGREEMENT

Upon breach of this Agreement by Contractor, the Sub-RPU Entities shall have all remedies available to it both in equity and/or at law.

29. LIMITATION ON LIABILITY

In the event there is a claim of breach against one or more of the Sub-RPU Entities that is a signatory to this Agreement, Contractor shall be limited to recovery against the breaching entity only. Contractor shall have no cause of action against the non-breaching Sub-RPU Entities, their Board of Supervisors, officers, employees, agents and assigns. Contractor expressly waives any right to recovery in any amount for any cause of action or legal theory against the non-breaching Sub-RPU Entities.

30. REMEDY FOR BREACH AND RIGHT TO CURE

Notwithstanding anything else in this Agreement to the contrary, if Contractor fails to perform any obligation of this Agreement, the Sub-RPU Entities may themselves perform, or cause the performance of, such agreement or obligation. In that event, Contractor will, on demand, fully reimburse the Sub-RPU Entities for all such expenditures. Alternatively, the Sub-RPU Entities, at their option, may deduct from any funds owed to Contractor the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to the Sub-RPU Entities by law or as otherwise stated in this Agreement.

31. SUCCESSORS IN INTEREST

All the terms, covenant, and conditions of this Agreement shall be binding and in full

force and effect upon any successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

32. CONFLICT OF INTEREST

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor shall ensure that no conflict of interest exists between its officers, employees, or sub-contractors, and the Sub-RPU Entities. Contractor shall ensure that no officer or employee of the Sub-RPU Entities is placed in a position that enables them to influence this Agreement in a manner that will have any direct or indirect financial interest resulting from this Agreement. Contractor shall ensure that no employee of the Sub-RPU Entities shall have any relationship to the Contractor or officer or employee of the Contractor, nor that any such person will be employed by Contractor in the performance of this Agreement without immediate divulgence of such fact to the Sub-RPU Entities.

33. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

Contractor and any sub-contractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of the Sub-RPU Entities, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of the Sub-RPU Entities' employees and agents, and recipients of services are free from such discrimination and harassment.

Contractor represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and ensure a workplace free of sexual harassment pursuant to Government Code 12950; and regulations and guidelines issued pursuant thereto.

Contractor agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

Contractor shall include this nondiscrimination provision in all sub-agreements related to this Agreement and when applicable give notice of these obligations to labor organizations with which they have Agreements.

34. CAPTIONS

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

35. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. Compensation due to Contractor from the Sub-RPU Entities may, however, be adjusted in proportion to the benefit received despite the removal of the effected provision.

36. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by all parties.

ProPath, Inc.

Signature

Print Name

Title

Dated

///

County of Kings

APPROVED AS TO LEGAL FORM
KINGS COUNTY COUNSEL (*If
Applicable*)

Signature

Signature

Print Name

Print Name

Title

Title

Dated

Dated

Madera County Workforce Investment Corporation

Signature

Print Name

Title

Dated

///

County of Merced

APPROVED AS TO LEGAL FORM
MERCED COUNTY COUNSEL (*If
Applicable*)

Signature

Signature

Print Name

Print Name

Title

Title

Dated

Dated

County of San Joaquin

APPROVED AS TO LEGAL FORM
SAN JOAQUIN COUNTY COUNSEL (*If
Applicable*)

Signature

Signature

CHARLES WINN

Print Name

JASON R. MORRISH

Print Name

CHAIRMAN, BOARD OF SUPERVISORS

Title

DEPUTY COUNTY COUNSEL

Title

Dated

Dated

///

County of Stanislaus

APPROVED AS TO LEGAL FORM
STANISLAUS COUNTY COUNSEL (*If
Applicable*)

Signature

Signature

Print Name

Print Name

Title

Title

Dated

Dated

EXHIBIT "A"
Scope of Work

ProPath, Inc. shall provide the following mandatory duties in execution of the One-Stop Operator services requested by the Sub-RPU Entities as follows:

- Participate in the coordination of partner meetings at least once a quarter. ProPath staff will attend the meeting in person, although there is the option to use other means to participate in meetings that are acceptable and approved in advance by the affected Sub-RPU. ProPath will establish a calendar of these meetings for the entire year. Additional meetings can be coordinated if suggested or needed to advance the collaboration or implement new policy or procedures.
- Provide quarterly reports to all parties in the SJV Sub-RPU concerning the assessment of compliance with the separate memorandums of understanding between service providers and one-stop partners.
- Provide an end of the year comprehensive report to all parties in the SJV Sub-RPU and present the One-Stop Operator's findings to each workforce development board in person, and be available to respond to inquiries.
- Implement policies established by the local Workforce Development Workforce Boards.
- Complete all other duties that may be necessary to fulfill the requirements of 20 CFR 678.620 and maintain compliance as a One Stop Operator.

EXHIBIT "B"
Budget for Services

Service Description	Hours Assigned	Cost Per Hour	Total
Participate in the coordination of partner meetings at least once a quarter. ProPath staff will attend the meeting in person, although there is the option to use other means to participate in meetings that are acceptable and approved in advance by the affected Sub-RPU. ProPath will establish a calendar of these meetings for the entire year. Additional meetings can be coordinated if suggested or needed to advance the collaboration or implement new policy or procedures.	200 Hours	\$100/HOUR	\$20,000
Provide quarterly reports to all parties in the SJV Sub-RPU concerning the assessment of compliance with the separate memorandums of understanding between service providers and one stop partners.	100 Hours		\$10,000
Provide an end of the year comprehensive report to all parties in the SJV Sub-RPU and present the One-Stop Operator's findings to each workforce development board in person, and be available to respond to inquiries.	200 Hours		\$20,000
Implement policies established by the local Workforce Development Workforce Boards.	80 Hours		\$8,000
Complete all other duties that may be necessary to fulfill the requirements of 20 CFR 678.620 and maintain compliance as a One Stop Operator.	120 Hours		\$12,000
Travel/Travel Expenses	Flat \$5,000		\$5,000
TOTAL CONTRACT COST			\$75,000

DISCUSSION ITEM

SAN JOAQUIN COUNTY PROPOSED WORKFORCE DEVELOPMENT
BOARD TRAVEL POLICY

DATE: July 17, 2017

DISCUSSION ITEM: 1

TO: Executive Committee

FROM: John M. Solis, Executive Director

SUBJECT: SAN JOAQUIN COUNTY WORKFORCE DEVELOPMENT BOARD
PROPOSED TRAVEL POLICY

The purpose of this discussion item is to review a proposed travel policy for San Joaquin County's Workforce Development Board. The Executive Committee will review and discuss the proposed travel policy and develop a final recommendation to the full Workforce Development Board.

INFORMATION ITEM

UPDATE ON THE COMPLETION OF THE WIOA MEMORANDUM OF
UNDERSTANDING PHASE II

DATE: July 17, 2017

INFORMATION ITEM: 1

TO: Executive Committee

FROM: John M. Solis, Executive Director

SUBJECT: UPDATE ON THE COMPLETION OF THE WIOA MEMORANDUM OF UNDERSTANDING PHASE II

The Executive Committee will be given an update on the status of the WIOA Memorandum of Understanding Phase II and recommended course of action.