TULARE COUNTY WORKFORCE INVESTMENT BOARD GOOD JOBS CHALLENGE SUBRECIPIENT CONTRACT

This award is a contract (Contract) by and between the Tulare County Workforce Investment Board, Incorporated, a California nonprofit public benefit corporation (WIB) and County of Kings, a political subdivision of the State of California (Subrecipient), on behalf of the Kings County Job Training Office (JTO), a department of Subrecipient.

The WIB hereby enters into this Contract with Subrecipient for the purpose of providing specific services, as further described in the body of the Contract, pursuant to the federal American Rescue Plan Act of 2021 as part of the Good Jobs Challenge Project and other applicable Local, State, and Federal legislation.

Contract No. <u>#2382426</u>

Effective From: <u>07/01/2024 to 06/30/2026</u>

Program Activity: <u>Career Services</u>	Program Name: Good Jobs Challenge						
Contact Person: <u>Julieta Martinez</u>	Telephone: (559) 852-4960						
COST REIMBURSEMENT CONTR	ACT FUNDING ALLOCATION:						
Good Jobs Challenge							
\$87,2	59						
IN WITNESS WHEREOF, the WIB and the Subrecipion authorized representatives affix their signatures in SUBRECI	n the spaces provided below:						
Administrator's Name	Title						
Signature	Date						
Carrissa Adams	Deputy County Counsel						
Approved by as to form	Title						
Signature	07/29/2024 Date						
Sarah Poots	Risk Manager						
Approved by as to form (Insurance)	Title						

Shots	08/01/2024					
Signature	Date					
TULARE COUNTY WORKFORCE INVESTMENT BOARD, INC.						
Adam Peck, Executive Director	Date					

1 CONTRACT 2 WITNESETH: 3 WHEREAS, the Board of Supervisors of the County of Tulare negotiated an 4 agreement with the WIB to act as the Workforce Innovation and Opportunity Act grant 5 administrator; and under the terms of that agreement, the WIB may contract with any party for 6 purposes set forth in the approved Tulare County Local Plan; 7 WHEREAS, in response to the Fresno Economic Development Corporation's 8 (Fresno EDC) proposal titled Central Valley Built 4 Scale, Fresno EDC has been awarded a grant 9 from the U.S. Department of Commerce, Economic Development Administration (EDA) pursuant 10 to the federal American Rescue Plan Act of 2021 as part of the Good Jobs Challenge Grant, EDA 11 funding opportunity number EDA-HDQ-ARPGJ-2021-2006964; 12 WHEREAS, the EDA has executed an agreement with the Fresno EDC to act as the 13 grant administrator for the Good Jobs Challenge; 14 WHEREAS, the Fresno EDC executed an agreement with the WIB to act as the 15 multi-sector lead partner in Kings County and Tulare County to provide Good Jobs Challenge 16 Grant services: 17 WHEREAS, the WIB has a need to provide workforce development services in Kings 18 County related to the Good Jobs Challenge project to meet the Good Jobs Challenge project 19 objectives: 20 WHEREAS, the Subrecipient is specially trained, experienced, and competent to 21 perform and has agreed to provide such services; and 22 WHEREAS, the Subrecipient is willing to enter into this Contract with the WIB upon 23 the terms and conditions set forth. 24 NOW, THEREFORE, THE WIB AND THE SUBRECIPIENT AGREE as follows:= 25 1. WORK TO BE PERFORMED: The Subrecipient shall, in a satisfactory manner, as 26 reasonably determined by the WIB, perform all the activities described in the Statement of Work 27 attached hereto as Exhibit A and incorporated by reference herein. 28 It is expressly agreed that all rules, regulations, requirements, and JTO policies and

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directives will be binding.

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- 2. <u>COMPLIANCE WITH GRANT CONDITIONS:</u> The Subrecipient shall comply with all the conditions, including the Certification, Assurances, and Standards of conduct attached to this Contract as Exhibit "B," that the WIB is required to comply with by the terms of the Good Jobs Challenge agreement administered by the Fresno EDC.
- 3. <u>REMEDIES FOR NON-COMPLIANCE</u>: If the Subrecipient fails to comply with Federal statutes, regulations, or the terms and conditions of a Federal award, the WIB may impose additional conditions, as described in 2 C.F.R. § 200.208, Specific conditions. If the WIB determines that noncompliance cannot be remedied by imposing additional conditions, the WIB may take one or more of the following actions listed in 2 C.F.R. § 200.339, Remedies for noncompliance.
- 4. <u>REPORTS, RECORDS AND EVALUATIONS:</u> The WIB shall evaluate and provide guidance to the Subrecipient in the conduct of activities delegated under this Contract. The Subrecipient agrees to submit to the WIB, within designated timelines, such reports as may be required by the EDA, the Fresno EDC, or the WIB. These reports shall consist of, but not be limited to, deliverables, performance, activities, expenditures, status of cash, cash requests, closeout information, and customer management information. All expenditure reports must be submitted upon the accrual basis of accounting. If participants are served under this Contract, the Subrecipient will use CalJOBSsm, a participant data system as prescribed by the WIB. Failure to adhere to reporting requirements of the Contract will result in funds not being released.

Subrecipient will retain all records pertinent to this Contract for a period of six (6) years from the date of final payment of this Contract including but not limited to financial, statistical, property, participant, and supporting documentation. If, at the end of six (6) years, there is litigation or an audit involving those records, the Subrecipient will retain the records until the resolution of such litigation or audit. See OMB Guidance. Subpart D, Part 200.334-200.338.

The WIB, Fresno EDC, and EDA, (refer to OMB Guidance, Section 200.337) will have access to and the right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this Contract. For purposes of this section, "access to" means that the Subrecipient shall at all times maintain within the Kings County, State of California a complete set of records and documents related to the program funded by this Contract. The

Subrecipient shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the Contract. Subrecipient's performance under the terms and conditions herein specified will be subject to an evaluation by the WIB of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff. Subrecipient must also conduct, at minimum, an annual self-monitoring to ensure compliance with the WIB, Fresno EDC and EDA grant requirements and, and 2 CFR § 200. Subrecipient will provide the WIB with a copy of the monitoring report as documentation to verify the monitoring.

If the Subrecipient is not able to retain the participant and financial records, records shall be transferred to the WIB. Such records shall be transmitted to the WIB for acceptance in an orderly fashion with documents properly labeled and filed and in an acceptable condition for storage.

5. <u>AMENDMENTS/CHANGES:</u> The WIB may occasionally request changes in the scope of the Subrecipient services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Subrecipient's compensation, which are mutually agreed upon by and between the WIB and the Subrecipient shall be incorporated in written amendments into this Contract.

The WIB may also unilaterally modify this Contract under the following circumstances:

- (a) To accommodate change in the Act or applicable federal, state, local laws, regulations, rules, or policies;
 - (b) There is an increase or decrease in funding levels;
- (c) Funds awarded to the Subrecipient have not been expended in accordance with the schedule included in the Subrecipient's approved plan. If, after consultation with the Subrecipient, WIB determines that funds will not be spent in a timely manner consistent with regulations, and policies, reverting to the WIB;
- (d) An Amendment is required to change the Subrecipient's name as listed on this Contract. Upon receipt of legal documentation of the name change, the WIB will process the amendment. Payment of cash requests presented with a new name cannot be paid prior to approval of said amendment.

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- (e) A modification to the Contract is required in order to implement an adjustment to a Subrecipient's plan.
- 6. DEOBLIGATION OF FUNDS: The WIB may de-obligate funds authorized under this Contract if it is determined that said funds will not be fully spent during the effective dates of the Contract. The de-obligation will occur upon mutual agreement by both parties; however, if an agreement cannot be reached, the determination of the WIB Board of Directors is final.

Except as otherwise provided in this section, and section 5., this Contract may be amended only in writing by the mutual agreement of both parties.

- 7. TERM: It is mutually understood between the parties that this Contract may have been written before ascertaining the availability of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract was executed after that determination was made. The Parties to this Contract acknowledge that the continuation of the program is subject to receipt of funds from the State.
 - This Contract is valid and enforceable only if: (a)
- i. sufficient funds are made available by the Fresno EDC and the EDA for the appropriate term covered by this Contract for the purposes of this program, and
- ii. sufficient funds available to the State by the United States Government for the fiscal years covered by this Contract for the purposes of this program. In addition, this Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature that may affect the provisions, terms, or funding of this Contract in any manner.
- At the expiration of the terms of this Contract or upon termination prior to the (b) expiration of this Contract, funds not obligated for the purpose of this Contract will be immediately remitted to the WIB, and no longer available to the Subrecipient.
- (c) The WIB retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Subrecipient is given prompt notice and the opportunity for an informal review of the WIB's decision. The WIB Executive Director or designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review.

Failure on the part of the Subrecipient or a Subcontractor of the Subrecipient to comply with the provisions of this Contract, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.

- (d) The Subrecipient shall be liable to the WIB for all funds not expended in accordance with the Good Jobs Challenge agreement with the Fresno EDC and shall return to the WIB all of those funds.
- 8. <u>CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:</u> This Contract is subject to all applicable laws and regulations. In the event that any provision of this Contract is unenforceable or held to be unenforceable by any court or other legal authority or is agreed by the parties to be in conflict with any code or regulation governing its subject matter, then the parties agree that all other provisions of this Contract shall remain in full force and effect and shall not be affected hereby. If the effect of nullifying any conflicting provision is such that a material benefit of the Contract to either party is lost, then the Contract may be terminated at the option of the affected party.
- 9. <u>SCHEDULE OF PAYMENT:</u> It is mutually understood and agreed that the method of payment for services rendered under this Contract shall be as indicated in the Schedule of Payment included in Exhibit "A," attached, and incorporated by this reference. In no event shall the County or WIB be liable to the Subrecipient under this Contract for an amount in excess of the amount stated on the first page of this Contract.
- (a) The Subrecipient will submit to the WIB in such form and reasonable detail as may be required, a monthly, or as otherwise agreed upon, cash request. Supporting documentation of the claimed payment sought in the performance of this Contract and claimed to constitute an allowable cost will be maintained by the subrecipient and available for inspection by the WIB. Further, details of payment and supporting documentation required are included in Exhibit "A".
- (b) After receipt of each cash request, the WIB shall, except as otherwise provided in the Contract, and subject to the provision of (d) below, make payment thereon.
- (c) The Tulare County Auditor and WIB may have the cash requests and supporting documentation audited or monitored. Each payment made shall be subject to a reduction for amounts included in the related cash request, which are found by the WIB, on the basis of such

audit or monitoring, not substantiated by documentation verifying compliance with the provisions of this Contract. Any payment may be reduced for overpayments or increased for underpayments made on preceding cash requests at the discretion of the WIB or its agents.

- (d) Payment of cash requests is subject to receipt of funds from the Fresno EDC. In no event, however, will the Subrecipient receive reimbursement for costs exceeding those set forth in Exhibit "A".
- 10. <u>INSURANCE AND INDEMNIFICATION:</u> Subrecipients must provide the WIB evidence of the coverage specified in a, b, c and d below. The evidence of coverage shall include the registration number of the Contract for identification purposes. The Subrecipient shall provide and keep in force during the term of this Contract or any extension thereof the following:
- (a) Subrecipient will obtain a fidelity bond in an amount of not less than \$1,000,000 prior to the receipt of funds under this Contract. If the bond is canceled or reduced, Subrecipient will immediately notify the WIB. In the event the bond is canceled or revised, the WIB will make no further payments until it is assured that adequate coverage has been obtained.
- (b) Subrecipient will provide [commercial] general liability insurance with a combined minimum limit of \$1,000,000 or public liability and property damage coverage with a combined minimum limit of not less than \$2,000,000. Such insurance policy shall name the WIB and the County of Tulare and their officers, employees, and agents as additional insureds. Said insurance shall be canceled or modified only upon 30 calendar days prior written notice to the WIB. The Subrecipient shall file with the WIB a certificate of said coverage with original endorsements, signed by a person authorized to bind coverage prior to the distribution of funds under this Contract.
- (c) Subrecipient will provide broad form automobile liability coverage with limits as set forth in (a) above, which applies to both owned/leased and non-owned automobiles used by the Subrecipient or its agents in performance of this Contract. Or, in the event that the Subrecipient will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this Contract, Subrecipient will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.

- (d) Subrecipient will provide worker's compensation insurance, which complies with provisions of the California Labor Code, covering all employees of the Subrecipient and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (Section 3350, et seq. of the California Labor Code) for worker's compensation.
- (e) The WIB will be named as "Certificate Holder" of policies secured in compliance with paragraphs 10 (a-d) above and will be provided certificates of insurance or insurance company "binders" prior to any disbursement of funds under this Contract, verifying the insurance requirements have been complied with. The coverage noted in paragraphs 10 (b) and 10 (c) above must contain the following clauses:
- i. Insurance coverage will not be canceled or changed unless 30 days prior to
 the effective date of cancellation or change written notice is sent by the Subrecipient to the WIB:

Tulare County Workforce Investment Board

309 W. Main St., Suite 120

Visalia, CA 93291

- ii. WIB, the County of Tulare, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this Contract are concerned.
- iii. The WIB is not responsible for payment of premiums or assessments on this policy.
- (f) The Subrecipient agrees that the liability insurance herein provided for shall be in effect at all times during the term of this Contract. In the event said insurance coverage expires at any time or times during the time of this Contract, the Subrecipient agrees to provide, at least 30 days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. New certificates of insurance are subject to the approval of the WIB, and the Subrecipient agrees that no work or services shall be performed prior to such approval. The WIB may, in addition to any other remedies it may have, terminate the Contract should Subrecipient fail to comply with these provisions. The Subrecipient shall hold harmless,

defend, and indemnify the WIB and the County of Tulare from and against any liability, claims, actions, costs, damages, or losses, for injury, including death, to any person or damage to any property arising out of Subrecipient's activities under this Contract.

Subrecipient is a governmental entity and will follow the following provision pursuant to California Government Code Section 895.4: each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party arising out of the performance of the Contract.

A Subrecipient that is a non-governmental entity will follow the following provision: The Subrecipient agrees to the extent permitted by law, to indemnify, defend and hold harmless the WIB, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Subrecipient in the performance of this Contract.

The above obligation to indemnify will continue beyond the term of this Contract as to any act or omission that occurred during the term of this Contract or any extension thereto.

- 11. <u>NONDISCRIMINATION, SERVICES and EMPLOYMENT</u>: As a condition of the award of financial assistance from the WIB, Fresno EDC and the EDA, the Subrecipient assures that it will comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:
- (a) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (c) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - (d) Title IX of the Education Amendments of 1972, as amended, which prohibits

discrimination on the basis of sex in educational programs. The Subrecipient also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above.

The California Fair Employment Practice Act (Government Code Section 12900 et seq.) prohibits discrimination in employment on the basis of race, religion, color, sex, physical disability, mental disability, medical condition, marital status, age, national origin or ancestry, sexual orientation, or political affiliation, and applies to all employers, employment agencies, and labor organization.

Title VII of the Federal 1964 Civil Rights Act (42 U.S.C. Sections 2000e – 2000e-17) prohibits employment discrimination on the basis of race, color, sex, religion, or national origin, age, disability, political affiliation or belief, and applies to certain employers. There are also other Federal and State laws that prohibit employment discrimination in particular cases. The Subrecipient shall familiarize itself with, and comply with, all applicable laws relating to employment discrimination. The Subrecipient shall have a grievance procedure relating to employment and shall make said procedures available to employees and participants to be in compliance with OMB Guidance, Uniform Requirements, federal regulations, and state statutes, regulations, and policy.

- as the Fresno EDC, EDA, or the WIB may deem necessary, the Subrecipient shall make available, in Kings or Tulare County for examination, all of its records with respect to all matters covered by this Contract. The WIB, the Fresno EDC, or EDA shall have the authority to audit, monitor, examine, and make excerpts or transcripts from records, including all contracts, cash requests, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract. The Subrecipient shall follow audit requirements (single audit or program-specific audit requirement) of the OMB Guidance and Uniform Requirements.
- (a) The WIB, Fresno EDC, or EDA shall have the authority to examine the books and records used by the Subrecipient in accounting for expenses incurred under this Contract. Should these books and records not meet the minimum standards of accepted accounting practices, and should they not be corrected within a reasonable period of time, the WIB reserves the right to

withhold any or all of its funding to the Subrecipient until such time as they do meet these standards.

- (b) The WIB, Fresno EDC, or EDA shall have the authority to examine all forms and documents used, including, but not limited to, purchase requisitions, purchase orders, supply requisitions, cash requests, invoices, journal vouchers, travel vouchers, payroll checks, and other checks or warrants used by the Subrecipient for programs covered by this Contract.
- (c) The WIB may require the Subrecipient to use any or all of the WIB accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of all fiscal matters relating to this Contract, if the system in use is found to be inadequate.
- (d) The WIB reserves the right to dispatch auditors of its choosing to any site where any phase of the program is being conducted, controlled, or advanced in any way, tangible or intangible. Such sites may include the administrative office, any branch office, or other locations of the Subrecipient if such sites or the activities performed thereon have any relationship to the program(s) covered by this Contract. Such on-site visits will be scheduled in order not to disrupt ongoing operations.
- (e) At the discretion of the WIB, it may have a member of its staff present at any business meeting of the Subrecipient, (such as a meeting of its Board of Directors, Advisory Committee, or equivalent) if an item to be discussed is in relation to this Contract.
- (f) When a fiscal or special audit determines that the Subrecipient has expended funds, which are questioned under the criteria set forth herein, the Subrecipient shall be notified and given the opportunity to justify questioned expenditures prior to the WIB's final determination of the disallowed costs, in accordance with the procedures
- (g) When a disallowed costs occurs, except to the extent that the WIB determines it will assume liability, the Subrecipient will be liable for and will promptly repay, to the WIB, any amounts expended under this Contract found not to be in accordance with the Good Jobs Challenge agreement between the WIB and Fresno EDC including, but not limited to, disallowed costs. Such repayment will be from non-Good Jobs Challenge funds (Non-Federal).
- 13. <u>TERMINATION FOR CAUSE:</u> The WIB may, by giving thirty (30) calendar days prior written notice and specifying the effective date, terminate this Contract in whole or in part for

any of the following causes:

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- (a) Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Contract, including program performance; the Subrecipient not assigning adequate and qualified staff to carry out the provision of services contracted for; or noncompliance with the Good Jobs Challenge Agreement and attached conditions, and such statutes, the Uniform Guidance, executive orders, and legislation, as may become generally applicable at any time; or,
 - (b) Ineffective or improper use of funds provided under this Contract; or,
- (c) Suspension or termination by the EDA or Fresno EDC of the Grant to the County of Tulare under which this Contract is made, or the portion or portions thereof designated by this Contract.
- (d) The WIB may also assign and transfer this Contract when required by the Fresno EDC. If the Subrecipient is unable or unwilling to comply with such additional conditions as may be added by the EDA, Fresno EDC or the WIB, the Subrecipient may terminate the contract by giving thirty (30) calendar days prior written notice to the WIB, signifying the effective date thereof In such event, the WIB may require the Subrecipient to ensure that alternate arrangements have been made for the transfer of the delegated activities to another Subrecipient or to the WIB In the event of any termination, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Subrecipient under this Contract, shall be disposed of and the Subrecipient shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Contract. Notwithstanding the above, the Subrecipient shall not be relieved of liability to the WIB or the County of Tulare for damages sustained by the WIB or County by virtue of any breach of the Contract by the Subrecipient, and the WIB may withhold any reimbursement to the Subrecipient, for the purpose of offset until such time as the exact amount of damages due the WIB or County from the Subrecipient is agreed upon or otherwise determined.
- (e) Notice of termination must be in writing and delivered personally or by deposit in the U.S. mail, postage prepaid, "Certified Mail Return Receipt Requested," and will be deemed

to have been given at the time of personal delivery or the date of postmark by the U.S. Postal Service. Notice must be addressed to the person(s) designated in section 17 of the Contract.

14. <u>TERMINATION FOR CONVENIENCE:</u>

- (a) The performance of work under the Contract may be terminated, in whole, or in part, by the WIB or the Subrecipient whenever it is determined that such termination or suspension is in the best interest of the WIB or the Subrecipient. Termination of work hereunder shall be effected by delivery to the Subrecipient of a "Notice of Termination" specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective. In no instance shall a termination for convenience be effective in less than thirty (30) calendar days after receipt of written notice thereof. Notice of termination must be in writing and delivered personally or by deposit in the U.S. mail, postage prepaid, "Certified Mail Return Receipt Requested," and will be deemed to have been given at the time of personal delivery or the date of postmark by the U.S. Postal Service. Notice must be addressed to the person(s) designated in section 16 of the Contract.
- (b) After receipt of the Notice of Termination, the Subrecipient shall cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. In addition, the Subrecipient shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such canceled commitments, the Subrecipient agrees to:
- i. Settle all outstanding liabilities and all claims arising out of such cancellation of commitments; or ratify all such settlements; and
- ii. Assign to the WIB in the manner, at the time, and to the extent directed by the WIB, all of the rights, title, and interest of the Subrecipient in property acquired under the orders and Contract so terminated.
- iii. Upon termination without cause, the WIB will pay to the Subrecipient all reasonably and necessarily incurred costs associated with performance under this Contract.
 - 15. PROVISION AGAINST ASSIGNMENT/CONTRACTING: Subrecipient shall neither

assign nor subcontract this contract, either in whole or in part, without the prior written consent of the WIB, which WIB may grant, delay, deny or condition in its absolute discretion. Any of the work or services specified in this Contract that will be performed by other than by the Subrecipient will be evidenced by a written agreement specifying the terms and conditions of such performance. The Subrecipient shall not transfer or assign any Contract funds or claims due or to become due without the written approval of the WIB, having first been obtained.

The Subrecipient will maintain and adhere to an appropriate system, consistent with federal, state, and local law, for the award and monitoring of contracts that contain acceptable standards for ensuring accountability.

The system for awarding contracts will contain safeguards to ensure that the Subrecipient does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two (2) years.

16. <u>COMPLIANCE WITH THE GOOD JOBS CHALLENGE GRANT AWARD:</u> The Subrecipient agrees to comply with the Good Jobs Challenge Grant Award, the Fresno EDC Agreement, and the EDA Agreement incorporated herein by reference.

Subrecipient will fully comply with:

- (a) Title 2, Code of Federal Regulations (C.F.R.) Part 200 (Office of Management and Budget Guidance) [OMB Guidance].
- (b) Subrecipient will ensure diligence in managing programs under this contract, including performing appropriate monitoring activities and taking prompt corrective action against known violations of this Contract, the Fresno EDC agreement, the EDA agreement, or the Good Jobs Challenge Grant Award. Subrecipient agrees to conform to the provisions of the Fresno EDC and EDA agreement and the contract requirements as referenced in the Uniform Guidance contract.
- 17. <u>ENTIRE AGREEMENT</u>: This Contract contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This Contract is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the

1 WIB and the Subrecipient. The Subrecipient represents and warrants it is free to enter into and 2 fully perform this contract. 3 18. NOTICE AND DELIVERY: 4 Except as may be otherwise required by law and the specified method for notice (a) 5 of termination, any notice to be given must be written and must be either personally delivered, 6 sent by facsimile transmission, or sent by first class mail, postage prepaid, and addressed as 7 follows: 8 SUBRECIPIENT: 9 Kings County Job Training Office 10 Julieta Martinez, Economic and Workforce Development Director 11 124 N. Irwin Street 12 Hanford, CA 93230 13 Phone No.: (559) 852-4960 14 Fax No.: (559) 585-7395 15 Email: Julieta.Martinez@co.kings.ca.us 16 17 WORKFORCE INVESTMENT BOARD: 18 Tulare County Workforce Investment Board 19 Adam Peck, Executive Director 20 309 West Main St., Suite 120 21 Visalia, CA 93291 22 Phone No.: (559) 713-5200 23 Fax No.: (559) 713-5263 24 Email: apeck@tularewib.org 25 (b) Notice personally delivered is effective when delivered. Notice sent by facsimile 26 transmission is deemed to be received upon successful transmission. Notice sent by first class 27 mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may 28 change the above address by giving written notice under this section.

19. <u>AUTHORITY:</u> Subrecipient represents and warrants to WIB that the individual(s) signing this Contract on its behalf are duly authorized and have legal capacity to sign this Contract and bind Subrecipient to its terms. Subrecipient acknowledges that WIB has relied upon this representation and warranty in entering into this Agreement.

- 20. <u>COUNTERPARTS:</u> The Parties may sign this Contract in counterparts, each of which shall be deemed an original and all of which taken together form one and the same agreement. A signed copy or signed counterpart of this Contract delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of a signed original or signed copy of this contract.
- 21. <u>MANUAL SIGNATURES:</u> The Parties may sign this Contract by means of a manual signature.

EXHIBIT A

Kings County JTO Statement of Work Good Jobs Challenge (GJC)

1. Summary of Grant

The GJC is designed to help get Americans back to work and increase wage growth by investing in (1) developing and strengthening the regional workforce training systems that support sectoral partnerships, (2) designing sectoral partnerships, and (3) implementing sectoral partnerships that will lead to high-quality jobs.

A "high-quality job" is defined as a job that exceeds the local prevailing wage for an industry in the region, includes basic benefits (e.g., paid leave, health insurance, retirement/savings plan), and/or is unionized, and helps the employee develop the skills and experiences necessary to advance along a career path. "Prevailing wage rate" is defined by the Department of Labor as "the average wage paid to similarly employed workers in a specific occupation in the area of intended employment."

GJC will build upon strong relationships with industry and our training provider partners to develop a clear pathway for workers to obtain quality jobs in the focus sectors. A primary conduit to coordinate with industrial businesses in our community is the South Valley Industrial Collaborative (SVIC). The newly developed industry partnership will connect industry needs to the service partners who can meet those industry needs.

The goal of the regional workforce training systems is to create and support effective training programs that will connect in-demand and emerging skill needs of businesses with qualified workers while also helping workers find and retain quality jobs.

- **A. GJC Purpose:** The purpose of GJC is to identify quality jobs and build pathways to those jobs in close partnership with community colleges, industry, workforce, and other stakeholders in the target industries. Training pathways are designed to explicitly help participants get and keep identified and available jobs.
- **B. Subrecipient Role:** The Subrecipient, as outlined in this statement of work, shall provide individual case management, career coaching, training referrals, follow-up services, and collaborate with the regional coordination of partnerships to serve target industries.
- **C. WIB Responsibilities:** The WIB is responsible to partner with the Fresno Economic Development Corporation (EDC) and SVIC and provide EDC with financial and participant data. The WIB will provide the Subrecipient with the following support:
 - i. Provide technical assistance and training.

- ii. Attend regular Fresno EDC meetings with the U.S. Economic Development Administration (EDA) for guidance and best practices.
- iii. Track obligations and payments to ensure costs are expended.
- iv. Review data entry in CalJOBS.
- v. Submit numerical and narrative performance reports to the EDC.
- vi. Utilize the EDA Workforce Data Collection Instrument to report performance data to the EDC.
- vii. Track the Subrecipient's expenditures using the monthly financial reports.
- viii. Subcontract with SVIC to convene Industrial Partners.
- **D. GJC Partners:** Partners include community colleges, education, businesses, and other stakeholders in the target industries. Sectoral partnerships will connect Industrial businesses with key regional stakeholders.
- **E. Target Industries:** The subrecipient will assist and support participants in a career path that aligns with their career goals to gain skills and quality jobs in high-demand industrial trades, within target industries, as defined under the North American Industry Classification System (NAICS).

GJC target industries include:

• Manufacturing - NAICS Code 31-33

Manufacturing includes businesses engaged in mechanical, physical, or chemical transportation of materials, substances, or components into new products including plants, factories, or mills (except where the activity is classified in Sector 23 Construction).

Transportation and Warehousing - NAICS Code 48-49

Transportation and Warehousing include industries providing transportation of passengers, cargo, warehousing and storage, scenic transportation, and activities that support related modes. These include three types of activities:

- Transportation
- Warehousing and storage
- Support activities for transportation

When these industries are clustered in this way, they are referred to as "Industrial".

Reference the <u>United States Census Bureau NAICS</u> for further information.

F. Target Populations: The Sectoral Partnership(s) in this Good Jobs Challenge project will seek to address and serve populations with labor market barriers.

Participants eligible for GJC include individuals:

- i. Authorized to work in U.S.
- ii. Not currently employed in High-Quality job as defined above.

Refer to the eligibility section in this statement of work for more information.

2. Good Jobs Challenge Phases

The GJC project is designed in two phases, Program Design and Program Implementation (training). The design phase will focus on engaging, recruiting, and convening industry partners to identify key industry needs and critical jobs. This phase will also focus on identifying other key stakeholders and inviting them to learn the needs of the industry.

The EDA has approved transitioning to the Implementation Phase which allows for the utilization of GJC training funds. Both phase components are listed below.

A. Phase I: Program Design Requirements:

- i. Roles and responsibilities for key stakeholders
- ii. Evidence of key stakeholders convening and engagement
- iii. Plan to provide wraparound services to participants and plans to work with community-based organizations, local leaders and other key partners to deliver this work effectively to participants
- iv. Documents from key stakeholders including memoranda of agreement (or similar agreements) and letters of support from stakeholders
- v. Any other relevant meeting minutes and regional workforce training system plans and reports

B. Phase II: Program Implementation Requirements:

- i. Number of employers that have committed to hiring participants
- ii. Number of employees employers have committed to hire
- iii. Commitments from employers to hire participants into in-demand industries/roles
- iv. Number of commitments that have shifted from conditional to firm commitments to hire
- v. Documentation of employer needs for selected industries/roles
- vi. Evidence that curriculum to support in-demand industries/roles has been developed
- vii. Plan to partner with community-based organizations and/or workerserving organizations to conduct outreach and recruit underserved workers to participate in program

3. <u>Sectoral Partnership(s)</u>

The Sectoral Partnership(s) will connect businesses in the industrial industries, described above in the Target Industries section, with key regional stakeholders.

A Sectoral Partnership is a workforce collaborative created to organize key stakeholders in an industry cluster working group that focuses on the shared goals and human resources needs of the industry cluster and that includes at the appropriate stage of development of the partnership.

Stakeholders may include but are not limited to:

- Governmental entities,
- Economic development organizations,
- Workforce development boards,
- Employment Connection,
- Employer-facing organizations and employer associations,
- Education and training providers,
- Community-based organizations (CBOs) (including faith-based organizations), worker-serving organizations (WSOs),
- Labor unions,
- And/or other key stakeholders with responsibilities in advancing the goals of the sectoral partnerships.

For additional "sectoral partnership" information, refer to the <u>Good Jobs</u>
<u>Challenge Pre-Award Frequency Asked Questions Introduction and Key</u>
<u>Definitions section b.</u>

4. Participant Eligibility

Participants eligible for GJC include individuals authorized to work in the U.S. and not currently employed in a high-quality job as defined above.

A. GJC Target Populations: All Sectoral Partnerships in this GJC project will seek to address and serve populations with labor market barriers.

The GJC investment priorities include equity, which the EDA identifies as investments that directly benefit (1) one or more traditionally underserved populations, including but not limited to women, Black, Latino, and Indigenous and Native American persons, Asian Americans, and Pacific Islanders or underserved communities within geographies that have been systemically and/or systematically denied a full opportunity to participate in aspects of economic prosperity such as Tribal Lands, Persistent Poverty Counties, and rural areas with demonstrated, historical underservice.

- i. The Sectoral Partnership(s) in this GJC project will seek to address and serve populations with labor market barriers, which include but are not limited to:
 - a. Individuals with disabilities,
 - b. Disconnected youth,
 - c. Individuals in recovery,
 - d. Individuals with past criminal records, including justice-impacted and reentry participants,
 - e. Individuals receiving the Supplemental Nutrition Assistance Program (SNAP),
 - f. Individuals receiving Temporary Assistance for Needy Families (TANF),
 - g. Women, Infants and Children (WIC), and/or
 - h. Veterans and military spouses.
- **B.** Program Eligibility Documentation: Eligible training and employment placement participants are those who would be authorized to work in the U.S. and who are not currently employed in a high-quality job as defined above. Documentation to verify both requirements must be documented in the participant's CalJOBS file.
 - i. Subrecipients must verify documentation including:
 - a. Registration in CalJOBS
 - b. Upload documents used to verify authorization to work
 - The documentation of an individual's authorization to work must be conducted in compliance with Title 8 Code of Federal Regulations Section 274a.2. For additional guidance regarding the Form I-9, see the U.S. Citizenship and Immigration Services website at www.uscis.gov.
 - The Subrecipient must verify an individual's authorization to work no later than at the time of enrollment into the GIC.
 - "Right to Work" is conducted in compliance with federal requirements Title 8 CFR Section 274a.2. Subrecipients are to verify and track expiration dates of individuals' legal status or work authorization documentation and record expiration date of right to work documents in case notes. CalJOBS provides staff resources to track participant INS expiration dates. The alert will notify staff of an individual in their caseload whose authorization to work is about to expire. The Subrecipient must take the necessary steps to obtain current INS documents to verify the participant continues to be eligible to receive GJC services. For further

guidance in obtaining appropriate documentation and resources, review the <u>U.S. Citizenship and Immigration</u> Services website.

- ii. The Subrecipient is responsible for screening and determining that an individual meets the criteria and must provide documentation showing how the individual was determined eligible for GJC. In addition, the case file must include documentation that the customer's career goals align with the targeted industries described above.
- iii. Participants enrolled in GJC will have activity codes entered using local grant code TUL963. The activity codes are to be used if applicable to the participant based on a thorough assessment for career planning. The following activities will utilize the GJC local grant code TUL963.
 - 202 Career Planning
 - 200 Career Coaching
 - 205 Individual Employment Plan (IEP)
 - 125 Job Search Placement
 - 300 Occupational Skills Training
 - 304 Customized Training
- Co-enrollment: GJC participants will be assessed for co-enrollment for other opportunities and funding streams based on need. For example, if an existing OST in the target industries aligns with the participant's goals. In that case, the Subrecipient may consider co-enrolling in the Regional Equity and Recovery Partnerships (RERP) project to leverage training funds, or another funding stream that best supports the customer's training needs and career goals.

5. Participant Outreach and Referrals

Customers enrolled in WIOA (Workforce Innovation and Opportunity Act) whose career goals align with the target industries described above shall be referred to the designated GJC career coach for assessment for the GJC co-enrollment and training. Internal referrals may be provided by the intake specialist or a career services coach. An OSY (Out of School Youth) participant interested in a career in the target industries described above will be referred to the career services intake specialist using the most current guidance for internal referrals.

6. Participant Services

A. Career Services: The designated career coach will provide case management and support for participants transitioning to a quality job leading to self-sufficiency. In addition, the career coach will:

- i. Facilitate one-on-one counseling, case management, orientations, and workshops, assist with resume building, and help participants job search and navigate CalJOBS.
- ii. Address obstacles to employment with the participant, refer for support services as needed, and assist the participant with identifying solutions.
- iii. Refer participants to training to meet the needs of the participant.
- iv. Connect job seekers who have been trained to employment with industrial businesses through job fairs and recruitment assistance.
- v. Develop GJC participants to become job-ready candidates.
- vi. Provide case management, supportive services, career coaching, and other individualized services to participants in the project.
- vii. Track participant outcomes.
- viii. Prepare GJC participants to become job-ready candidates to meet the workforce needs of area employers, with access to employers, hiring commitments, and jobs available through the Industrial Sector Partnership.
- ix. Individualized services are based on customer needs and may include but are not limited to:
 - Interview prep and mock interviews
 - Resume assistance
 - Career Coaching
 - Job Referrals
 - Job Fairs
- **B. Case Management:** Contacts with participants enrolled in GJC must occur at least once a month. Engagement must include providing a value-added service. If the participant is unresponsive, staff must make a minimum of three contact attempts during the reporting month for a minimum of three months. This applies to GJC participants enrolled in training. Attempts must be case noted within 10 calendar days.
- **C. Workshops**: GJC participants will be provided access to job readiness workshops to meet their needs.
- **D. Training**: Training services are designed to improve and enhance the skills, knowledge, and abilities of individuals in a particular industry or field. The goal of training services is to equip individuals with the skills and knowledge they need to be effective and productive in their roles and to help them adapt to the changing demands of industry. Training also provides economic opportunities for individuals and communities by enhancing employability and creating new jobs.

Attainment of skills identified by Industrial Businesses is a key strategy for GJC. GJC training funds are designated for training that will align with industry needs as identified by the Industrial Sector Partnership(s).

The WIB will contract with education partners as identified by the partnership to fund training.

Examples of training include, but are not limited to:

- i. Short-term contract education
 - Contract education is training in which a community college district contracts with a public or private entity for the purposes of providing instruction or services or both by the community college and may be conducted as a student cohort. (California Education Code Section 78020)
- ii. <u>Incumbent Worker Training (IWT)</u>
 - IWT provides both workers and employers with the opportunity to build and maintain a quality workforce and increase both participants' and businesses' competitiveness.
 - IWT is a type of work-based training and upskilling designed to ensure workers can acquire and develop the skills necessary to increase the skill levels of employees so they can be promoted within the company and create backfill opportunities for employers.
 - Refer to <u>WDS 19-01</u> or the most current directive for additional information.

iii. Occupational Skills Training (OST)

 OSTs are an organized program of study, providing specific vocational skills that lead to proficiency in performing tasks required by specific occupational fields. Priority is given to programs leading to recognized postsecondary credentials aligning with in-demand industries or occupations in the local area. The GJC funds may be available to fund training programs on the Kings County ETPL (Eligible Training Provider List) as applicable.

The subrecipient with work closely with the WIB and the sector partnership(s) to transition GJC participants to training and quality jobs.

E. Job Ready Candidates: Subrecipient will develop GJC participants to become jobready candidates which will meet the workforce needs of Kings County businesses. GJC participants are not required to co-enroll in WIOA. Co-

enrollment is determined based on the needs of the customer to leverage other funding sources.

- **F. Job Placement:** As the convenor, SVIC will develop an industrial partnership and obtain hiring commitments and opportunities based on business needs. GJC participants will be linked to those opportunities through the partnership. The subrecipient is a stakeholder in the industrial partnership.
 - i. <u>Employer Commitments</u>: Employer commitments include, but are not limited to:
 - Interviewing: Interviewing GJC participants who successfully complete a training.
 - Work-and-Learn: Participating in Work-and-Learn strategies, including Registered Apprenticeships.
 - Conditional Hiring: Hiring a worker on the condition of successful completion of the training program and demonstration of skill acquisition.
 - Employer Commitments to Hire: Committing to hiring a specific number of workers who successfully complete the training program provided through the regional workforce training partnership.
 - ii. <u>Job Placement</u>: The Subrecipient will prioritize quality employment opportunities for participants, providing guidance and support to help them secure and retain these positions. Participants who have already completed training in the previous program year and still have an active application should continue to receive job search and placement assistance in accordance with this statement of work.
 - Unsubsidized employment must be case noted within 10 calendar days upon verification of employment. The subject line of the case note must read: Placed in unsubsidized employment. The case note must include the name of the company, job title, wages, benefits, date of hire, if the employment is a quality job, whether it is training-related, and the justification to determine if the placement is a quality job.
 - Local Status Tracking: A Local Status Tracking activity for
 Unsubsidized Employment will also be entered in accordance with
 the applicable GJC grant. If employment is a result of training
 completion (training-related employment) a Local Status Tracking
 activity for GJC Training-Related Employment must be entered.

- **G. JTO Continued Services:** After completion of training the Subrecipient will provide participants who are not gainfully employed continued support to include:
 - Job search assistance
 - Direct placement
 - Follow-up

Participants who do not gain employment or become unemployed during participation will receive reengagement services, which may include reassessing training and educational needs, providing job search assistance, conducting case management support, assessing barriers to employment, and sending referrals to other community-based organizations to address barriers as needed.

- **H.** Case notes: The subrecipient will enter case notes for all activities and correspondence with the participant and other contacts on their behalf. The subrecipient staff must enter case notes within 10 calendar days from date of participant contact.
- Closures/Case Closures: Upon successful completion of all services, capture the "entered employment information" at the time of case closure and enter applicable employment information (employer name, address, phone number and contact, participant job title, wages, entered employment date, and select "training-related employment").

7. Collaboration/Training

The Subrecipient is an identified stakeholder in the sector partnership and is key in linking job seekers to quality jobs. The Subrecipient will attend collaborative meetings, including but not limited to convenings hosted by the Industrial Sector Partnership.

A. Community of Practice (CoP): The GJC CoP is a robust, multi-layered, Community of Practice and technical assistance strategy for GJC grantees. It is designed to foster collaboration among grantees, provide wraparound support for grantees throughout project implementation, and identify best practices to benefit the greater community of workforce, education, and economic development stakeholders. The initiative will equip local and regional leaders to drive equitable and inclusive recovery of workforce systems and foster long-lasting stability for citizens, businesses, and industries in grantees' regions. A national CoP, led by Jobs for the Future (JFF), will share best practices, provide technical assistance, and extend professional networks for the GJC.

8. WIB Business Services

GJC participants are strategically placed in training that will lead to job placement. Business services include business engagement, recruitment assistance, and Rapid Response. The WIB will work with local businesses to understand their workforce needs and, when necessary, connect to services offered by JTO.

9. Performance and Data Reporting/Tracking

The Subrecipient will maintain and case manage participant files in CalJOBS.org and other tracking tools as required by the EDA. The files must include case notes, activity codes for services provided, and uploaded documents.

A. GJC Performance Goals: The subrecipient will meet the following performance goals for GJC participants and document activities using CalJOBS and the EDA Workforce Data Collection Instrument.

Good Jobs Challenge (July 1, 2024 – June 30, 2026)	Goal
Total to be served/enrolled	98
Enroll in training *	98
Complete training*	85
High-Quality Job Placement	69

^{*}Refer to Participant Services section D, training section 7, for qualifying training activities.

- **B.** Local Status Tracking: The following activity codes must be entered in CalJOBS to track GJC outcomes not linked to the WIOA activities codes.
 - GJC Unsubsidized Employment
 - GJC Completion of Training
 - GJC Training-Related Employment
- C. GJC EDA Workforce Data Collection Instrument: In addition to activities in CalJOBS, a GJC EDA Workforce Data Collection Instrument will be utilized to report additional data requirements as applicable to the participant. Additional guidance will be provided through the <u>EDA Workforce Data Collection</u> <u>Instrument Guide and Terms and Definitions</u>.

Data collected from the EDA Workforce Data Collection Instrument will be uploaded to the U.S. Census Bureau by the Fresno Economic Development Corporation (EDC). All Personally Identifiable Information (PII) is collected and stored under a Census Bureau System of Records Notices (SORN). A detailed description of the requirements and use of SORN can be found on the Census Bureau System- SORN.

- **D. Performance Reports:** GJC performance reports will be submitted to the WIB to identify the number of individuals served and the number of those meeting performance measures.
 - i. <u>Program Narrative Report</u>: The Subrecipient shall submit a quarterly program narrative report that includes, but is not limited to:
 - Project status and outcomes to date and if performance is on track with the performance plan
 - Justification if performance is not on track with the performance plan
 - Qualitative and quantitative data including participant outcomes (if applicable)
 - Project progression, adjustments/course corrections, challenges, and successes
 - Major activities that occurred during the quarter such as participation in sector partnerships, participants' attainment of credentials, placement in employment, program challenges, successes, and program highlights
 - Innovations, best practices, and lessons learned
 - Technical assistance needs and opportunities
 - ii. <u>Participant Success Stories</u>: The Subrecipient shall submit one or more participant success profiles each quarter. In addition, the participant must sign a WIB consent form which must be scanned into the participant's case file. Refer to the *WIB Success Story Policy and Process* (Policy Memoranda <u>TUL PM 22-03</u>) or the most current Policy Memoranda.

iii. Program Reports

- Confidential GJC EDA Workforce Data Collection Instrument Reports are to be kept current.
- Monthly Performance Reports, outcomes and financials must be completed and submitted to the WIB by the 5th of the following month.
- Participant success profiles are due quarterly by the 5th of the following quarter.
- Program Narrative reports are due quarterly by the 5th of the following quarter.

10. Closeout

Closeout information related to this program must be provided to the WIB no later than 15 days after the contract period.

KINGS COUNTY OFFICE OF THE AUDITOR-CONTROLLER BUDGET APPROPRIATION AND TRANSFER FORM

Auditor Use Only
Date
J/E No.
Page of

(A) New Appropriation						<u> </u>
Expenditures:						
				DEPT.	ACCOUNT	APPROPRIATION
FUND NAME	DEPT.NAME	ACCOUNT NAME	FUND NO.	NO.	NO.	AMOUNT

				DEPT.	ACCOUNT	APPROPRIATION
FUND NAME	DEPT.NAME	ACCOUNT NAME	FUND NO.	NO.	NO.	AMOUNT
Good Jobs	Job Training Office	Contractual Services	300151	574300	92047	87,259
					TOTAL	87,259

Funding Sources:						
				DEPT.	ACCOUNT	APPROPRIATION
FUND NAME	DEPT.NAME	ACCOUNT NAME	FUND NO.	NO.	NO.	AMOUNT
Good Jobs	Job Training Office	Contract Revenue	300151	574300	86022	87,259
					ΤΩΤΔΙ	87 259

(B) Budget Transfer:

Transfer From:						
FUND NAME	DEPT.NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
					TOTAL	0

Transfer To:						
				DEPT.	ACCOUNT	Amount to be
FUND NAME	DEPT.NAME	ACCOUNT NAME	FUND NO.	NO.	NO.	Transferred In
	<u> </u>	_	_	_	TOTAL	0

Explanation: (Use additional sheets or expand form for more data entry rows or additional narrative, if needed).

Auditor Approval		Department Head	Vulsetn	11 Partin
CAO Approval	Matthan	Board Approval		

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