

**JOINT EXERCISE OF POWERS AGREEMENT;  
WORKFORCE INVESTMENT ACT OF 1998 DEVELOPMENT SERVICES**

THIS JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is dated for identification purposes as of this 19<sup>th</sup> day of May, 2009, by and between the COUNTY OF FRESNO (the "County"), a political subdivision of the State of California, and the CITY OF FRESNO (the "City"), a municipal corporation of the State of California. The County and the City are sometimes collectively referred to herein as the "Members" and singularly as a "Member."

**RECITALS**

WHEREAS, the federal Workforce Investment Act of 1998 (Public Law 105-220, 29 U.S.C. § 2801, et seq.), as amended (the "Act"), provides financial assistance enabling local governments within a locally determined Workforce Investment Area to assume responsibilities for job training, employer services, community services, and for other purposes, and provides for the formation of consortia, wherein combinations of cities and/or counties may unite to form a multi-jurisdictional area for overseeing, planning, developing and monitoring a comprehensive delivery system; and

WHEREAS, the Act provides that this delivery system provide job training and employment opportunities with universal access for customers seeking to further their careers including (but not limited to) economically disadvantaged, unemployed, and other underemployed workers; and

WHEREAS, Fresno County is currently designated as a single local Workforce Investment Area (LWIA) with the Fresno County Board of Supervisors currently designated as the Chief Local Elected Official ("CLEO"), of the Fresno County Workforce Investment Area; and

WHEREAS, currently the Fresno County Workforce Investment Board ("FCWIB") administers the LWIA and, by contract, the Fresno Area Workforce Investment Corporation ("FAWIC"), a nonprofit corporation, fulfills all administrative responsibilities of the FCWIB; and

WHEREAS, under the Act the CLEO variously makes appointments to the WIB and provides for assumption of fiscal liability as to grant funds provided under the Act; and

WHEREAS, the City and the County wish to jointly establish a Workforce Investment Board and to jointly act as the CLEOs, replacing the FCWIB currently appointed by County Board of Supervisors; and

WHEREAS, under this Agreement, the City and the County desire to provide for the governance of the Fresno County Workforce Investment Area, upon the terms and conditions herein; and

WHEREAS, Section 6502, et seq. of the Government Code of the State of California authorizes public agencies to enter into agreements for the purpose of jointly exercising any power common to the public agencies; and

WHEREAS, public agencies have inherent power to act for the benefit of the health and general welfare of their residents; and

WHEREAS, the City and County are each committed to improving access to lifelong learning for the region's workers, and improving business' access to a qualified labor force; and

WHEREAS, the City and County shall not be subject to any financial responsibility with respect to the personnel or administrative costs, or any other liability, incurred by the resulting joint powers agency formed pursuant to this Agreement; and

WHEREAS, the City and County, by and through their respective legislative bodies, have determined that it will be mutually beneficial to enter into a joint exercise of powers agreement, whereby the City and County may avail themselves to the benefits and advantages of joint governance under the Act for the residents and businesses within their respective jurisdictional areas, in furtherance of the public interest, necessity and convenience.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, it is agreed by and among the Members hereto as follows:

**(1) Designation of Joint Powers Agency Separate from the Members.**

(a) The Fresno Regional Workforce Investment Board ("FRWIB" or "Agency") is hereby created as the joint powers agency, the jurisdiction of which for purposes of this Agreement shall be the City and County of Fresno. The FRWIB is a public entity separate from its members. Each Member hereby delegates its authority to carry out the purposes of the Joint Powers Agreement to the FRWIB. From and after the Effective date of this Agreement, the FRWIB shall act as the Members' joint governance entity for the City and County of Fresno Workforce Investment Area.

(b) Upon complete execution of this Agreement by and on behalf of each such Member, and formation of the Agency, a Notice of Joint Powers Agreement shall be filed with the California Secretary of State in accordance with Government Code section 6503.5.

(c) Upon complete execution of this Agreement by and on behalf of each such Member, and formation of the Agency, the Chair of the Agency's Board, as defined in Section 9(a) below, or his or her designee, shall immediately notify the California Department of Labor that the Agency shall now be the authorized Workforce Investment Board for the Fresno County Workforce Investment Area.



**(2) Purpose.**

The FRWIB is designated for the purpose of carrying out job training and employment programs. Pursuant to the Act, the FRWIB will provide universal access for customers seeking to further their careers including, but not limited to, economically disadvantaged, unemployed and underemployed persons within its jurisdiction, pursuant to the Act.

**(3) Authority.**

The FRWIB is hereby authorized, in its own name, to do all acts necessary for the exercise of its authority to accomplish the purpose as set forth herein including, but is not limited to, any or all of the following:

- (a) Prepare a comprehensive five-year plan for a one-stop service-delivery system;
- (b) Enter into subgrants, contracts and other necessary agreements;
- (c) Receive and disburse all funds related to program operations, and act as fiscal agent under the Act;
- (d) Select and hire personnel;
- (e) Organize and train staff personnel;
- (f) Develop procedures for governance, planning, operation, assessment and fiscal management;
- (g) Monitor and evaluate program performance based on measureable outcomes and customer satisfaction and determine resulting needs and reallocation of resources;
- (h) Execute and/or modify grant agreements with the U.S. Department of Labor, the State of California, the County of Fresno, the City of Fresno, and other interested investors;
- (i) Prepare an annual budget and cost allocation plan;
- (j) Sue and be sued; and
- (k) Delegate some or all of its powers to an Executive Committee and Executive Director as provided below.

Pursuant to the Act, the FRWIB shall conduct studies and analyze the needs for training and employment programs among the Members; shall establish and coordinate training

and employment programs within the Region; and shall undertake any other act or acts that may be required to accomplish the purposes of this Agreement and the Act.

The Agency shall, in addition, have all implied powers necessary to perform its functions. It shall exercise its powers only in a manner consistent with the provisions of the Act, applicable law, and this Agreement. Pursuant to California Government Code Section 6509, the powers of Agency shall be subject to those legal restrictions, which the County has upon the manner of exercising said power.

**(4) Distribution of Job Training Services.**

The FRWIB shall distribute job training opportunities, business services and all other services delivered hereunder among the City and County on an equitable basis, in reasonable proportion to the needs and markets of such services, as determined by the FRWIB's Board, as defined in Section 9 below, using current census, unemployment and other objective data. All other management functions performed hereunder shall be on a County-wide basis, without partiality or regard for political boundaries among the Members.

**(5) Contributions and Advances.**

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Agency by the Members hereto for any of the purposes of this Agreement. Payment of public funds may be made to defray the costs of any such contribution. Any such advance may be made subject to repayment, and in such cases shall be repaid in the manner agreed upon in writing by the Agency and the Member making such advance at the time of such advance.

**(6) Use of Public Funds and Property.**

The Agency shall be empowered to use for its purposes, public and/or private funds, property and other resources received from the Members and/or from other sources. Where applicable, the Board may permit one or more of the Members to provide in-kind services, including the use of property.

**(7) Immunities.**

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation, and other benefits that may apply to the activities of officers, agents or employees of public agencies when performing their respective functions within their respective territorial limits, shall apply to them to the same degree and extent while engaged as Members of the Agency or otherwise as an officer, agent, Board Member, or other representative of the Agency or while engaged in the performance of any of their functions or duties extraterritorially under the provisions of this Agreement.



**(8) Term, Termination, Withdrawal of Member, Disposition of Assets.**

(a) The Agency designated pursuant to this Agreement shall continue in existence for an initial period running from the effective date hereof to May 31, 2010, and thereafter shall automatically renew annually for additional twelve (12) month terms unless terminated upon six (6) months written notice of withdrawal by a Member to FRWIB'S Board of Directors ; provided however, that the Agency and this Agreement shall continue to exist for the purpose of disposing of liabilities, distributing property and/or other assets, and all other functions necessary to conclude the business of the Agency.

(b) The withdrawal of a Member shall not in any way discharge, impair or modify the voluntarily-assumed obligations of the withdrawn Member in existence as of the effective date of its withdrawal. A withdrawn Member shall not be entitled to the return of any funds or other assets belonging to the Agency until the effective date of termination of this Agreement.

(c) Upon termination of this Agreement, after the payment of all obligations of the Agency, any assets remaining shall be distributed to the Members in proportion to the then obligation of those Members' to participate in the funding of the Agency and the Agency shall cease to exist.

**(9) Board of Directors.**

(a) The Agency shall be administered solely by the FRWIB's Board of Directors (the "Board").

(b) The Board shall be deemed, for all purposes, the policy making body of the Agency. All of the powers of the Agency, except as may be expressly delegated to others pursuant to the provisions of applicable law, this Agreement, or by direction of the Board, shall be exercised by and through the Board.

(c) The Board shall be comprised as required by the Act and as further described in Exhibit "A," attached hereto and incorporated herein by this reference, and as may be amended by the Board with the consent of the Members.

(d) Board Members shall not receive any compensation for their service on the FRWIB Board but shall be entitled to reimbursement for any reasonable expenses actually incurred in connection with serving as a Board Member, if the Agency determines that such expense shall be reimbursed and there are unencumbered funds available for such purpose.

(e) The Board shall provide for its meetings, elections, rules, and regulations pursuant to its governing documents and consistent with the Act. Copies of such documents shall be provided to the Members not later than thirty (30) days after the Effective Date hereof, provided that the Board shall hold at least one regular meeting by

no later than June 30 of each year. Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California.

(f) The Secretary of the Governing Board shall cause to be kept minutes of the regular, adjourned regular, special and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Member of the Agency.

**(10) Executive Director.**

The Board may appoint a qualified person to be the executive director of FRWIB, who shall be the chief administrative officer of the Agency (the "Executive Director"), on any basis it desires including, but not limited to, a contract or employee basis. The Executive Director shall be neither a Board Member, nor an elected official of any Member. The Executive Director shall receive such compensation as may be fixed by the Board. The Executive Director shall serve at the pleasure of the Board and may be relieved from such position at any time, without cause, by the Board taken at a regular, adjourned regular or special meeting of the Board. The Executive Director shall perform such duties as may be imposed upon that person by the provisions of the Act, applicable law, this Agreement, or by the direction of the Board.

**(11) Application of Laws to Agency Functions.**

The Agency shall comply with all applicable laws in the conduct of its affairs, including, but not limited to, the Ralph M. Brown Act (Gov. Code section 54950 *et seq.*), and conflict of interest laws/regulations (such as Government Code 1090 *et seq.*, the requirements of the California Political Reform Act, Government Code Section 87100 *et seq.*, and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification, 2 California Code of Regulations Section 18700 *et seq.*), as amended.

**(12) Executive Committee.**

(a) Consistent with Section 9 above, the Board may delegate authority to an executive committee (the "Executive Committee"). The Executive Committee shall (i) have general oversight of the Agency's operations; (ii) supervise the Agency's Executive Director/Chief Executive Officer; (iii) develop the Board's meeting agendas; and (iv) perform any other function delegated by the Board.

(b) The Executive Committee shall be comprised as described in Exhibit "B," attached hereto and incorporated herein by this reference, and as may be amended by the Board.

**(13) Officers and Employees.**

The Executive Committee, through the oversight of the Executive Director, shall have the responsibility and authority to designate current or additional regular employees of the



Agency. Such personnel shall be employees of FRWIB. The Executive Committee, or its designee, shall determine all employee qualifications, salary, benefits, and personnel policies. The Executive Director is authorized to hire consultants, and to provide for such other facilities, supplies, equipment, office space and customary administrative resources, as are reasonably necessary to performance of the activities undertaken pursuant to this Agreement. Reimbursement for all of the foregoing personnel and administrative cost shall be exclusively from grants or funds appropriated by state or federal laws and regulations, private foundations and other investors.

**(14) Legal Counsel.**

The Board shall retain legal counsel for the Agency, whom shall be procured consistent with all applicable procurement laws.

**(15) Control and Investment of Agency Funds.**

The Board shall adopt a policy for the control and investment of its funds and shall require strict compliance with such policy. The policy shall comply, in all respects, with all provisions of the Act and laws applicable to California joint powers agencies.

**(16) Members' Further Assurances.**

(a) Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member as follows

City of Fresno  
Fresno City Hall  
Office of the City Manager  
2600 Fresno Street, Second Floor, Room [ ]  
Fresno, California 93721

County of Fresno  
County Administrative Officer  
Fresno County Hall of Records  
2281 Tulare Street  
Hall of Records  
Fresno, California 93721

(b) The geographical area to be served by the Agency shall be all that area within the geographical boundaries of the Members hereto.

(c) The total population within the jurisdictional areas hereto combined is estimated to be 930,000.

(d) Each Member, by its signature to this Agreement and seals affixed hereto, certifies that it is authorized pursuant to law to provide the services for which this

Agreement is entered into in all of the geographical area within the jurisdiction of the Members.

**(17) Liability.**

(a) The debts, liabilities and obligations of the Agency shall be the debts, liabilities or obligations of the Agency alone. The Members to this Agreement shall not be responsible, directly or indirectly, for any obligation, debt or liability of the Agency, whatsoever.

(b) The FRWIB, and those persons, agencies and instrumentalities used by it to perform the functions authorized herein, whether by contract, employment or otherwise, shall be exclusively liable for any/all injuries, costs, claims, liabilities, damages of whatever kind to any person arising from or related to activities of the FRWIB.

(c) The FRWIB shall hold harmless and indemnify Members, and each of them, including their officers and employees, from any claim or liability arising from acts or omissions of the FRWIB in pursuit of this Agreement, and in so doing, shall provide Members, and each of them, with legal defense of any and all claim or liabilities and shall pay reasonable attorney's fees and costs incurred in providing such defense.

(d) The FRWIB shall provide the insurance coverages and fidelity bond(s) as described in Exhibit "C," attached hereto and incorporated herein by this reference.

(e) Any and all liabilities, responsibilities and obligations of FCWIB or FAWIC existing or arising prior to the effective date of this Agreement shall become the liabilities of FRWIB.

(f) All agreements entered into by the Agency shall contain a limitation of liability provision, providing that, except as voluntarily assumed by a particular Member, Members shall not be liable to employees, contractors and other third parties. Without limiting the foregoing, in no event shall a Member's liability under this Agreement exceed in any fiscal year such Member's allocated and available funding of the Agency during such fiscal year pursuant to this Agreement.

(g) To the full extent permitted by law, the Agency may authorize indemnification by the Agency of any person who is or was a Board Member of the Agency, or an officer, employee or other agent of the Agency, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Board Member of the Agency, or an officer, employee or other agent of the Agency, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Agency, and, in the case of a criminal proceeding, had no reasonable cause to believe the



conduct of such person was unlawful, and in the case of an action by or in the right to the Agency, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

**(18) Designation of Treasurer and Auditor.**

(a) FRWIB shall, in accordance with applicable law, including, but not limited to Government Code section 6505.6, designate a qualified person to act as the Treasurer of the Agency and a qualified person to act as the Auditor of the Agency. If FRWIB so designates, and in accordance with provisions of applicable law, a qualified person may hold both the office of Treasurer and the office of Auditor of the Agency. The compensation, if any, of a person or persons holding the offices of Treasurer and/or Auditor shall be set by FRWIB.

(b) The person holding the position of Treasurer of the Agency shall have charge of the depositing and custody of all funds held by the Agency. The Treasurer shall perform such other duties as may be imposed by provisions of applicable law, including those duties described in Section 6505.5 of the Government Code, and such duties as may be required by the act and FRWIB. The Agency's Auditor shall perform such functions as may be required by provisions of the Act and applicable law, this Agreement, and by the direction of FRWIB.

**(19) Reports/Audits.**

(a) The Treasurer of the Agency, within 120 days after the close of each Fiscal Year, shall provide and cause its contractor(s)/third party provider(s) to provide Members with complete written report of operational and financial activities for the preceding Fiscal Year including an independent audit. A Member, upon its reasonable request, shall be given access to the Agency's books and records at the offices of the Agency/its contractor(s)/third party provider(s) at the cost of the requesting Member.

(b) The Treasurer of the Agency shall cause an independent audit to be made of the books of accounts and financial records of the Agency by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Agency and shall be a charge against any unencumbered funds of the Agency available for that purpose.

**(20) Entire Agreement.**

It is understood and agreed that the entire Agreement between the Members is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Members relating to the subject matter hereof. All items and exhibits referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

**(21) Severability.**

Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

**(22) Control and Investment of Agency Funds.**

The FRWIB shall adopt a policy for the control and investment of its funds and shall require strict compliance with such policy. The policy shall comply, in all respects, with all provisions of the Act and applicable law.

**(23) Fiscal Year.**

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by the Agency, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year, which shall be the period from the date of this Agreement to June 30, 2009.

**(24) Non-Interference with Function of Members.**

The Board shall not take any action that constitutes an interference with the exercise of lawful powers by the Members to the Agreement.

**(25) Amendment.**

This Agreement may be modified at any time by written amendment executed by the Members.

**(26) Effective Date.**

The effective date ("Effective Date") of this Agreement shall be the first day of the first month following the date on which the Members adopt and sign this Agreement.

**(27) Successors.**

This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Member.

**(28) Counterparts.**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.



**(29) Headings.**

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section to which referred.

**(30) Consent; Choice of Law.**

Wherever in this Agreement any consent or approval is require, the same shall not be unreasonably withheld. This Agreement is made in the State of California, under the Constitution and laws of such state and is to be so construed.

WHEREFORE, the Members of this Agreement have caused this Agreement to be executed on their behalf by their respective officers as follows.

"City"

CITY OF FRESNO, a  
municipal corporation

By   
[Andy Souza/City Manager]

Date: \_\_\_\_\_


By   
[Ashley Swearingen/Mayor]

Date: 6/5/09

ATTEST:

, Deputy  
Clerk 6/9/09

APPROVED AS TO FORM:

 6-03-09  
City Attorney Coyler

"County"

COUNTY OF FRESNO, a  
political subdivision of the State of  
California

By \_\_\_\_\_  
[John Navarrette/CAO]

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
County Counsel

**(29) Headings.**

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section to which referred.

**(30) Consent; Choice of Law.**

Wherever in this Agreement any consent or approval is require, the same shall not be unreasonably withheld. This Agreement is made in the State of California, under the Constitution and laws of such state and is to be so construed.

WHEREFORE, the Members of this Agreement have caused this Agreement to be executed on their behalf by their respective officers as follows.

“City”

CITY OF FRESNO, a  
municipal corporation

By \_\_\_\_\_  
[Name/Title]

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

“County”

COUNTY OF FRESNO, a  
political subdivision of the State of  
California

By Susan B. Anderson, Chair  
[Name/Title]

Date: 5-21-09

ATTEST:

Shirley E. Evans, Deputy  
Clerk

APPROVED AS TO LEGAL FORM:

W. J. De  
County Counsel



## EXHIBIT A - Fresno Regional WIB – Proposed Composition

#		Name	Company/Title	Category	Appt.
1	E1	Phil Larson	Fresno County Board of Supervisors (District 1)	Elected	County
2	E2	Susan Anderson	Fresno County Board of Supervisors (District 2)	Elected	County
3	E3	Andrew Souza	City of Fresno - (City Manager)	Elected Designee	City
4	E4	Cynthia Sterling	Fresno City Council (President)	Elected	City
5	PS1	Richard Alves	Kaiser Permanente (Area Finance Officer)	Private Sector	County
6	PS2	Larry Fortune	Fortune Associates (President)	Private Sector	County
7	PS3	Harry S. Gill	Gill Insurance Agency (Owner)	Private Sector	County
8	PS4	Jeffrey Hensley	Hensley Associates (Owner)	Private Sector	County
9	PS5	Kirk Hunter	Southwest Transportation Agency (CEO)	Private Sector	County
10	PS6	Samuel Lucido	Lucido Properties (Owner)	Private Sector	County
11	PS7	Kurt Madden	Fresno USD (Chief Technology Ofcr)	Private Sector	County
12	PS8	<b>Dennis Montalbano</b>	German Auto Repair (Owner)	Private Sector	County
13	PS9	Sam Norman	The Rios Company (Managing Partner)	Private Sector	County
14	PS10	Joe Olivares	CSUF ACT Center (Assistant Director)	Private Sector	County
15	PS11	Chuck Riojas	Small Business Owner	Private Sector	County
16	PS12	Jim Simonian	Simonian Fruit Company (President)	Private Sector	County
17	PS13	Tom Richards	The Penstar Group (CEO)	Private Sector	City
18	PS14	Lydia Zabrycki	Quad Knopf (Director of Business Partnering)	Private Sector	City
19	PS15	Terry Holcomb	Betts Spring Company (General Manager)	Private Sector	City
20	PS16	Vacant	Private Sector yet to be Appointed	Private Sector	City
21	PS17	Vacant	Private Sector yet to be Appointed	Private Sector	City
22	PS18	Vacant	Private Sector yet to be Appointed	Private Sector	City
23	PS19	Vacant	Private Sector yet to be Appointed	Private Sector	City
24	PS20	Vacant	Private Sector yet to be Appointed	Private Sector	City
25	PS21	Vacant	Private Sector yet to be Appointed	Private Sector	City
26	PS22	Vacant	Private Sector yet to be Appointed	Private Sector	City
27	PS23	Vacant	Private Sector yet to be Appointed	Private Sector	City
28	PS24	Vacant	Private Sector yet to be Appointed	Private Sector	City
29	OS1	Robert Alcazar	Proteus, Inc. (Farmworker Div. Director)	One-Stop Partner	Dual*
30	OS2	John Ballinger	Clovis USD (Adult Education Director)	Public Mandated	Dual*
31	OS3	Tom Crow	State Ctr Comm. Coll. Dist.(Chancellor)	Public Sector Extra	Dual*
32	OS4	Michael Dozier	CSUF – Office of Econ. Comm. Dev. (Director)	Public Mandated	Dual*
33	OS5	Stephen Geil	Economic Development Corporation	Public Sector Extra	Dual*
34	OS6	Frank Gornick	West Hills Comm. Coll Dist (Chancellor)	Public Mandated	Dual*
35	OS7	Julie Hornback	Fresno County Employ. & Temp. Asst (Director)	Public Sector Extra	Dual*

#		Name	Company/Title	Category	Appt.
36	OS8	Paula Kinsel	California Dept of Rehabilitation (Rehab Admin)	One-Stop Partner	Dual*
37	OS9	Roger Palomino	Fresno County EOC (Executive Director)	One-Stop Partner	Dual*
38	OS10	Daisy Rush	AARP Foundation	One-Stop Partner	Dual*
39	OS11	Raymond Vargas	State Employment Development Department	One-Stop Partner	Dual*
40	OS12	TBD	Indian Training Member Removed for Attendance	One-Stop Partner	Dual*
41	L1	Kirk Vogt	UFCW Local 8 (Executive Vice President)	Labor	Dual*
42	L2	Vacant	Labor Member Removed For Attendance	Labor	Dual*
43	L3	Lee Reznik	AFT 1533	SB293 Mandate	Dual*
44	L4	Al Rush	Firefighter's 753	SB293 Mandate	Dual*
45	L5	Tom Abshire	SEIU	SB293 Mandate	Dual*
46	L6	Greg Jordan	IBEW	SB293 Mandate	Dual*

- **Dual indicating appointment by both the County of Fresno and the City of Fresno.**

Additionally, from and after the effective date of this Agreement:

- Fifty percent (50%) of all private sector appointees to the FRWIB shall come from the City of Fresno.
- Fifty percent (50%) of all private sector appointees to the FRWIB shall come From the County of Fresno.
- All remaining public sector and one-stop partner FRWIB nominees shall be concurrently appointment by BOTH the Fresno City Council and the Fresno County Board of Supervisors.
- The City and the County shall each appoint two elected officials/and or Administrators to the Board.



**Exhibit B – Modified Executive Committee Composition**

1. Elected Chair of the FRWIB/JPA  
(Existing FCWIB Chair Tom Richards)
2. Appointed Vice Chair of the FRWIB/JPA  
(TBD)
3. One of the Two City Elected Officials appointed to FRWIB/JPA by City of Fresno.  
(Existing FCWIB Director Cynthia Sterling)
4. One of the Two County Elected Officials appointed to FRWIB/JPA by Fresno County  
BOS.  
(Existing FCWIB Director Susan Anderson)
5. City “At-Large” member elected by the FRWIB/JPA from City appointees.  
(TBD)
6. County “At-Large” member elected by the entire FRWIB/JPA from County appointees.  
(TBD)
7. Appointed Chair of the FRWIB/JPA Adult Council  
(Existing FCWIB Adult Council Chair Mike Dozier)
8. Appointed Chair of the FRWIB/JPA Youth Council  
(Existing FCWIB Youth Council Chair Sam Lucido)
9. Appointed Chair of the FRWIB/JPA Business & Industry Committee  
(Existing FCWIB B&I Committee Chair Dr. Tom Crow)
10. From the seven (-7-) members of the nine (-9-) member Executive committee who are not  
“elected officials,” that at minimum two (-2-) be non-residents of the City of Fresno.

## **Exhibit C - FRWIB - Insurance Requirements**

FRWIB shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company or companies either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide; or (ii) authorized by Members' Risk Managers. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as Insurance Services Office (ISO) General Liability Coverage Form CG 00 01 ISO "occurrence" form CG 0001 and shall include coverage for Premises and Operations (including the use of owned and non-owned equipment), Products and Completed Operations, Personal Injury and Advertising Liability and Blanket Contractual Liability for bodily injury and property damage with combined single limits of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence.

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance, which shall be at least as broad as Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 and endorsed for "any auto", which includes form CA 001 including coverage for all owned, hired, non-owned and other licensed vehicles ( "any auto") with combined single limits of liability of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code; and in the case any work is subcontracted, FRWIB shall require each subconsultant similarly to provide workers' compensation insurance for all the latter's employees unless such employees are covered by the protection afforded by the FRWIB.

(iv) EMPLOYERS' LIABILITY insurance with minimum limits of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) disease policy limit and One Million Dollars (\$1,000,000.00) disease each employee of FRWIB and its contractors and subconsultants.

The above described policies of insurance shall be endorsed to provide an unrestricted thirty (30) day written notice in favor of the Members, of policy cancellation, except for the Workers' Compensation policy which shall provide a ten (10) day written notice of such cancellation of coverage. **In the event any policies are due to expire during the term of this Agreement, the FRWIB shall provide a new certificate evidencing renewal of such policy not less than fifteen (15) days prior to the expiration date of the expiring policy(s).** Upon issuance by the insurer, broker or agent of a notice of cancellation, the FRWIB shall file with each Member a certified copy of the new or renewal policy and certifications for such policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name Members, their respective officers, officials, agents, employees and volunteers as an additional insured. Such policy or policies of insurance shall be



endorsed so FRWIB's insurance shall be primary and no contribution shall be required of Members. FRWIB shall furnish Members with the certificate(s) and applicable endorsements for ALL required insurance prior to Members execution of the Agreement. FRWIB shall furnish Members with copies of the actual policies upon the request of a Member's Risk Manager at any time during the life of the Agreement or any extension. The obligations of this subsection shall survive expiration or termination of this Agreement.

FRWIB shall require each subcontractor to provide insurance protection in favor of Members, their respective officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractor's certificates and endorsements shall be on file with FRWIB and Members prior to the commencement of any work by the subcontractor.

Defense costs shall be provided as an additional benefit and not included within the above limits of liability. FRWIB shall be responsible for payment of any deductibles contained in any insurance policies required hereunder. Completed operations and products liability shall be maintained for two years after the termination of this Agreement.

Any workers' compensation insurance policy shall contain a waiver of subrogation as to Members, and their respective officers, officials, agents, employees and volunteers.

#### FRWIB – Fidelity Bond Requirements

FRWIB shall pay for and maintain in effect at all times during this Agreement, a Fidelity Bond in form acceptable to the Members, in a penal amount not less than One Million Dollars (\$1,000,000.00), naming the Members and each of them as obligees thereunder.