



MADERA COUNTY WORKFORCE INVESTMENT CORPORATION

AGENDA

SPECIAL MEETING

June 14, 2016
9:00 a.m.

Meeting will be held at:

***Madera District Chamber of Commerce
Meeting Room
120 North E Street
Madera, CA 93638
(559) 673-3563***

REASONABLE ACCOMMODATION FOR ANY INDIVIDUAL WITH A DISABILITY Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in a meeting or function of the Madera County Workforce Investment Corporation, may request assistance by contacting the Executive Assistant at Madera County Workforce Investment Corporation office, 441 E. Yosemite Avenue, Madera, CA 93638; Telephone 559/662-4589; Fax 559/673-1794.

This agenda and supporting documents relating to the items on this agenda are available through the Madera County Workforce Investment Corporation (MCWIC) website at http://www.maderaworkforce.org/?page_id=736. These documents are also available at the Madera County Workforce Assistance Center – office of the Executive Director.

1.0 Call to Order

1.1 Pledge of Allegiance

2.0 Additions to the Agenda

Items identified after preparation of the Agenda for which there is a need to take immediate action. Two-thirds vote required for consideration (Government Code Section 54954.2(b)(2))

3.0 Public Comment

This time is made available for comment from the public on matters within the Board's jurisdiction. The comment period will be limited to 15 minutes. Each speaker will be limited to 3 minutes and only one speaker per subject matter.

4.0 Introductions and Recognitions

5.0 Adoption of Board Agenda

6.0 Consent Calendar

6.1 Approve Madera County Workforce Investment Corporation (MCWIC) Meeting Minutes – April 28, 2016

7.0 Action Items

7.1 Approve the Grant Application for the City of Madera's Community Development Block Grant (CDBG) 2016/2017 and Authorize the MCWIC Chair to Sign the Grant Resolution/Certification for Submittal

7.2 Approve a Preliminary Budget of \$3,759,900 for Fiscal Year 2016-17

7.3 Approve the Lease Agreement with Creekside Land Co, LLC for Space in a Building located at 2037 W. Cleveland Avenue, Madera, Ca for the Madera County Workforce Assistance Center

8.0 Information Items

9.0 Written Communication

10.0 Open Discussion/Reports/Information

10.1 Committee Members

10.2 Staff

11.0 Next Meeting

June 23, 2016

12.0 Adjournment



MINUTES

April 28, 2016

***Convened at Madera County Workforce Assistance Center - Conference Room
441 E. Yosemite Avenue, Madera, CA 93638
(559) 662-4589***

PRESENT: Debi Bray, Bob Carlson, Mattie Mendez, Rich Mostert

ABSENT: Victor Gonzalez, Robyn Smith

GUEST:

OTHERS: Elaine Craig, Tracie Scott-Contreras, Gail Lopez, Maiknue Vang, Jessica Roche, Nicki Martin

1.0 Call to Order

Meeting called to order by Chair Debi Bray at 2:00 p.m.

1.1 Pledge of Allegiance

2.0 Additions to the Agenda

None.

3.0 Public Comment

None.

4.0 Introductions and Recognitions

None.

5.0 Adoption of Board Agenda

Bob Carlson moved to adopt the agenda, seconded by Rich Mostert.

Vote: Approved – unanimous

Yes: Debi Bray, Bob Carlson, Mattie Mendez, Rich Mostert

6.0 Consent Calendar

6.1 Approve Madera County Workforce Investment Corporation (MCWIC) Meeting Minutes – January 28, 2016

Mattie Mendez moved to approve the minutes, seconded by Bob Carlson.

Vote: Approved – unanimous

Yes: Debi Bray, Bob Carlson, Mattie Mendez, Rich Mostert

7.0 Action Items

7.1 Approve Employee and Director Per Diem Reimbursement Rate

Staff recommended approval of an increase to the per diem reimbursement rates. The rates are aligned with the General Services Administration. Rates will change as follows: Breakfast: \$6 to \$15; Lunch: \$10 to \$16; Dinner: \$20 to \$28. Staff also requested that the rates be retroactive to April 1st. Gratuities and alcohol are not allowable reimbursements. Non-management staff are able to request an advance per diem if they are traveling to an event. Any possible per diem reimbursements are checked against event agendas for confirmation.

Rich Mostert moved to approve effective April 1, 2016, seconded by Bob Carlson.

Vote: Approved – unanimous

Yes: Debi Bray, Bob Carlson, Mattie Mendez, Rich Mostert

7.2 Approve the Relocation of the Job Center – Madera County Workforce Assistance Center

Staff requested approval to relocate the Job Center to a new location and to gather information on any financial information and to enter into lease negotiations necessary to relocate the Center to 2037 W. Cleveland Avenue, Madera, CA. This building was formerly occupied by JCPenney and Madera County RMA. There has not been a comprehensive One Stop, as mandated by WIOA, since it was relocated from 7th street to its current location on Yosemite Avenue. Staff have been communicating with Partner agencies and Madera Adult to move in to the Center at the new location. The building is approximately 34,000 square feet. Madera Adult School would occupy approximately 18,000 square feet of the building and would hold their own separate lease with the owner. Once information has been gathered and agreed upon, the information and lease would come to the MCWIC Board for approval.

Rich Mostert moved to approve moving forward with gathering information and negotiating a lease and to have staff bring the information and future lease to the MCWIC for approval, seconded by Mattie Mendez.

Vote: Approved – unanimous

Yes: Debi Bray, Bob Carlson, Mattie Mendez, Rich Mostert

7.3 Approve Financial Reports

Staff provided financial reports for the months of January, February and March of 2016. Revenue figures were added to the top of the budget balance documents per the Board's request.

Bob Carlson moved to approve the financial reports, seconded by Mattie Mendez.

Vote: Approved – unanimous

Yes: Debi Bray, Bob Carlson, Mattie Mendez, Rich Mostert

7.4 Approve the Resignation of Rich Mostert from the MCWIC Board of Directors

Rich Mostert has notified staff that he is no longer able to sit on the Board due to his expanded role at the Valley Small Business Development Corporation. Debi Bray requested that Rich postpone his resignation until the Center lease negotiations have been finalized, if possible. Rich was amenable to postponing his resignation to a future date and will attend meetings when possible.

Bob Carlson moved to table Rich Mostert's resignation to a future date, seconded by Mattie Mendez.

Vote: Approved – unanimous

Yes: Debi Bray, Bob Carlson, Mattie Mendez, Rich Mostert

7.5 Approve Revision to MCWIC Board Meeting Agenda Format

Staff requested approval to change the format in which the MCWIC meeting agenda and agenda packet are written/formatted. Staff would like to discontinue providing individual agenda item background documents as the practice can sometimes be very time consuming and not always an efficient use of staff time. Staff would continue to provide item back-up documents and will ensure that the agenda is written in a way that will satisfactorily provide the necessary detail for each item and to comply with the Brown Act mandates. Staff will provide agenda item back-up documents for items that require more detailed information.

Debi Bray moved to approve, seconded by Bob Carlson.

Vote: Approved – unanimous

Yes: Debi Bray, Bob Carlson, Mattie Mendez, Rich Mostert

8.0 Information Items

8.1 Grants/Projects Update

Information provided in agenda packet.

8.2 Facilities Update

Information provided in agenda packet.

8.3 Workforce Development Board (WDB) of Madera County Update

Information provided in agenda packet.

8.4 One Stop Procurement Update

Information provided in agenda packet.

8.5 Executive Director Evaluation

Information provided in the agenda packet.

9.0 Written Communication

None.

10.0 Open Discussion/Reports/Information

10.1 Committee Members

Debi Bray: the Madera Chamber and the Workforce Development Board are co-sponsoring a workshop on 5/25/16 – Bras, Boyfriends and Tattoos – HR Trivia. The workshop has gotten good responses. The Mayor's Prayer Breakfast is scheduled to take place on 5/5/16.

Mattie Mendez: visited the Tenaya Lodge and is aware of some job openings. She will share it with Staff.

10.2 Staff

None.

11.0 Next Meeting

May 26, 2016

12.0 Adjournment

The meeting was adjourned at 3:02 p.m. due to a loss of a quorum. Information on items 8.1 to 8.5 was provided in the agenda packet.

**CITY OF MADERA
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE PROPOSAL APPLICATION
2016/2017**

AGENCY/PROGRAM INFORMATION **DATE SUBMITTED: February 18, 2016**

Legal Name of Agency: Madera County Workforce Investment Corporation

Program Name: SALT: Scholarships for Adult Learning and Training

Agency Address: 441 E. Yosemite Avenue

City/Zip: Madera Telephone: 559-662-4589

Program Director: Elaine M. Craig, Executive Director FAX: 559-673-1794

SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. All research documentation must be acknowledged.)

U.S. Census data from 2014 indicates that 26.9% of the population of the City of Madera live in households below the poverty level. In addition, the unemployment rate for the City of Madera, as published by the State of California Employment Development Department for the month of December 2015 was 8.7%, compared to the County of Madera at 10.1%, the State at 5.8% and National at 4.8%. The unemployment rate for the City of Madera, however, does not reflect the statistic of “Not in Labor Force” which is 40.7% of those 16 years and over. Approximately one half of the unemployed individuals who reside in Madera County live within the City of Madera. Compounding these issues of poverty and unemployment is the fact that 42% of those 25 and older in our area have less than High School diploma or equivalent, while less than 7.2% hold a Bachelor’s degree and only 7.0% have an Associate’s Degree. According to a report by the Center on Education and the Workforce at Georgetown University, 63% of the available jobs between now and 2018 will require at least some post-secondary training or education. To assist in addressing this need, the Madera County Workforce Investment Corporation is proposing a program offering scholarships or sponsorships for educational services (GED/HISET and High School Diploma Credit Recovery), vocational training, and certification programs. Any training will be followed with a work-based learning opportunity such as; paid internships, work experience and job shadowing with stipends at an organization or businesses in the sector in which the individual was trained, and related supportive services for low-income adult residents of the City of Madera. Programs offered will be targeted to the demand occupations in our area and could include programs in Health Care, Advanced Manufacturing, Transportation/Logistics, Agriculture, Renewable Energy and Tourism/Hospitality. In addition to these sectors, the Jump

Start Pre-Apprenticeship program offered through a partnership with the Joint Apprenticeship Training Committee and the local International Brotherhood of Electrical Workers will be available. The pre-apprenticeship program offers classroom and hands-on training resulting in a forklift certification, OSHA safety certification and CPR, resulting in access to apprenticeship opportunities in the Electrical, Plumbing and Pipe Fitting, and Sheet Metal trades, as well as certifications valued by local employers in the manufacturing, agriculture, warehousing/logistics, and transportation sectors. In addition, eligible participants will receive intensive career counseling and coaching for career pathway choices and options with training that allows maximum opportunity for stackable and portable certificates and credentials.

EXISTING SERVICES: List other agencies currently addressing the need or problem described above. (Attach sheets if necessary.)

None

Explain how your program supplements or complements existing services without duplicating them. (Attach sheets if necessary.)

As noted above, many individuals who are seeking employment are in need of a high school diploma or equivalent, post-secondary education or technical occupational skills training, licensing, or certification, particularly in the area of the trades and technology. Funding and resources for training continue to decline and have been reduced significantly in our area over the last eight years, while the demand for higher skilled workers has been increasing, particularly as we continue to climb out from the recession. This proposed program will increase access to training, and the critical need for the added component of a work based learning activity, as well as supportive services, such as mileage, books, testing fees, etc. that increase successful completion of training to eligible individuals, and will complement other resources and services available through other community agencies, without duplication of those services, while increasing each individual participant's ability to successfully locate, obtain, and retain employment in positions that will move them along the path to economic self-sufficiency.

CLIENT POPULATION

Indicate the total number of potential clients in the community who require your services.

Approximately 5,000

State the total number of unduplicated clients you intend to serve during the term of this proposed program/service (12 months)

20

If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?

_____ Yes X No

If yes, explain:

Provide the following demographic information for the total number of unduplicated clients as indicated above:

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
				7	11	2		
GENDER	Female	11						
	Male	9						
FEMALE HEAD	3							

This information is confidential and is only used for government reporting purposes to monitor compliance with equal opportunity laws. Please note that self-identification of race/ethnicity is voluntary.

RACE	NO.	RACE	NO.
White	<u>7</u> _____	American Indian or Alaska native AND White	_____
Black/African American	<u>2</u> _____	Asian AND White	_____
Asian	<u>1</u> _____	Black/African American AND White	_____
American Indian or Alaska Native	_____	American Indian/Alaska Native AND	_____

		Black/African American	__1__
Native Hawaiian or Other Pacific Islander	_____	Other:_____	_____
Mexican/Chicano	__9__	Cuban	_____
Puerto Rican	_____	Other Hispanic/Latino:_____	_____

EFFECTIVENESS AND EFFICIENCY

Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program’s evaluation documentation.

The program services will be evaluated using the same outcome metrics as other Workforce Innovation and Opportunity Act (WIOA) funded programs. Performance measurements will include the total number of individuals served, the number of individuals completing training and receiving a certificate/credential, and the number who enter employment, apprenticeship, or post-secondary education/training following completion of their program as well as job retention.

What National Objective does your program meet?

#1 – Activities Benefiting Lower Income Persons/Households

Describe what measureable objectives your program meets?

Increasing certificate, credential, and employment outcomes for the target population.

How will your program meet its goals in one year?

Training programs offered will range from four weeks for truck driving or pre-apprenticeship, up to eight months for Welding and Industrial Maintenance, and will be completed within the 12 month operating period.

SERVICE FUNDING

What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

Local Workforce Innovation and Opportunity Act (WIOA) funding (both allocated and grants), as well as CalWORKS and Department of Rehabilitation funds may be accessed/leveraged, based on the eligibility of the individuals served. Staff time and operating costs associated with providing services under this grant will be provided by funds other than CDBG.

Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific).

No fundraising is planned or anticipated.

What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions.

The Annual Local Strategic Plan has a public comment period and is available for review and comment. The public has an opportunity to provide feedback and input at any time during their participation with our program. In addition, quarterly and monthly meetings of the Workforce Development Board and their Executive Committee include public comment opportunities.

If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services.

Services will be provided to residents of the incorporated City of Madera.

When there is an overflow of clients, how is it determined whom to serve?

Priority of services shall be given to recipients of public assistance and other low income individuals and Veterans who reside within the City of Madera. Individuals who reside outside the City limits but within Madera County will only be served after the priority individuals listed above. Overflow customers will be offered the opportunity to access other training opportunities should funding be available. Basic Career Services is available to all customers who access the Job Center, such as: Resource Room, Resume, Job Search, Use of Computers, Fax and Phone, Registration in CalJobs and other job boards.

Is income criteria used to establish eligibility for services?

Yes No (If yes, attach a copy of the criteria.)

Is a fee schedule used?

Yes No (If yes, attach a copy of fee schedule.)

INCOME SOURCE	AMOUNT	
CITY		
UNITED WAY		
STATE (SPECIFY)		
FEDERAL (SPECIFY)		
SERVICE FEES		
FUND RAISING		
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (LIST)		
TOTAL INCOME		
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	
BENEFITS	0150	
SERVICES & SUPPLIES		
INSURANCE	0200	
COMMUNICATIONS	0250	
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	
OFFICE RENTAL	0400	
EQUIPMENT RENTAL	0450	
UTILITIES	0500	
TRAVEL (ADMIN.)	0550	
FOOD SUPPLIES	0600	
CONTRACTS/CLIENT SERVICES	0650	64,000
TRANSPORTATION	0700	
FUND RAISING	0750	
TOTAL		

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Monthly

What was the average number of Board members attending meetings last year? Five

Based on the bylaws, what is the minimum and maximum number of seats on the Board?

5 Minimum 8 Maximum

Please provide the following information:

Date of Incorporation: May 9, 2012

IRS Employer Number: 45-5243432

Attach current Board of Directors' roster, including the names, addresses, occupations and number of years served on the Board.

FINANCIAL:

How often are financial records audited, and by whom? Required by Uniform Guidance Part 200, annual Single Audit is performed by an outside auditing agency annually. Auditor: Morse Wittwer Sampson, LLP – copy of most recent audit will be provided upon request.

Are the treasurer and/or other financial officers bonded? No

If so, for how much? N/A

List any judgments or pending lawsuits against the agency or program:

None

List any outstanding obligations:

None

RESOLUTION/CERTIFICATION:

We, the Board of Directors of _____ do hereby resolve that on _____, 2016, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

Furthermore, we certify that the agency making this application is (1) non profit, (2) tax exempt, and (3) incorporated in the State of California, and has complied with all applicable laws and regulations. To the best of our knowledge, all information presented herein is correct and complete.

Dated: _____, 2016

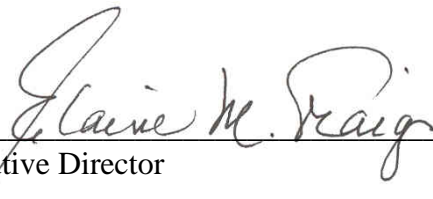
AGENCY NAME: _____

ADDRESS: _____

TELEPHONE: _____

By: _____
President of the Board of Directors

This application and the information contained herein are true, correct and complete to the best of my knowledge.

By:  _____
Executive Director

RETURN AN ORIGINAL AND TWO COPIES TO:

City of Madera
205 West Fourth Street
Madera, CA 93637
Attention: CDBG Administration

DUE DATE:

March 25, 2016, 12:00 p.m.

CONTACT PERSON:

Jorge Antonio Rojas, Program Manager – Grants
559-661-3693 jrojas@cityofmadera.com

Budget Information:

Preliminary Budget as presented, reflecting a positive budget balance of \$8,784 after all expenses and revenues determined. The proposed budget breaks down all costs by program/grant into four separate categories: Personnel, Fringe, Direct/Indirect OTPS Expenses, and Revenue. Changes to personnel costs include the reduction of 2 full time Career Specialists, increase in 1 Workforce Tech, and 75% FTE reduction in 1 Career Specialist. Expenses increased due to the potential move to the new facility. One-time move costs as well as increase to rent and overhead are all taken into consideration, however many of the costs are estimates until actual costs and or bids are received. Once actuals are determined, MCWIC Operating Budget will be amended accordingly for Board approval. Revenue decreased due to the JD NEG grant which terms on 9/30/16. However, award of the Disability Accelerator Phase II grant and the waiver of the 80% WIOA formula requirement allowed staff to keep the comprehensive one-stop at full capacity and operation. Although no potential changes to expenses are expected, there are potential changes to revenues in the form of a pending Single Working Female Initiative (SWFI) federal grant and the offset of partner revenue will be included in amended budget once configuration of the new facility and partner needs are determined.

Revenue Source	Total	Adult	DW	Youth	Rapid Response	RR Layoff Aversion	MCDC - In Custody	MCDC - Probation	Disability Accelerator	JD NEG	DSS Payroll	DSS Job Fair	DSS Assessment	DSS OJT	M&G	AJCC Program Cost	All Program Cost Pool
REVENUES																	
Contributions & Support																	
Foundations																	
[Foundation grant]	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Corporations																	
[Corporate contribution]	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Individual contributions																	
Board members	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual appeal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other/general	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
[Additional line item]	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Government grants/contracts																	
WIOA Formula	\$ 2,166,488	\$ 666,462	\$ 624,234	\$ 653,598	\$ 173,150	\$ 49,044	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17/18 Reserve 20%	\$ (302,901)	\$ (133,292)	\$ (124,847)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (44,762)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15-16 Carry In (ESTIMATED as of 4/16)	\$ 778,267	\$ 195,000	\$ 305,338	\$ 90,000	\$ -	\$ -	\$ -	\$ -	\$ 7,570	\$ 180,359	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant (Federal)	\$ 178,572	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 178,572	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant (Federal)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other revenue																	
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Contracts (City/County)	\$ 948,258	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,436	\$ 26,670	\$ -	\$ -	\$ 676,411	\$ 22,898	\$ 12,000	\$ 161,843	\$ -	\$ -	\$ -
State Contracts (non-federal)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue by Program/Function	\$ 3,768,684	\$ 728,170	\$ 804,725	\$ 743,598	\$ 173,150	\$ 49,044	\$ 48,436	\$ 26,670	\$ 141,380	\$ 180,359	\$ 676,411	\$ 22,898	\$ 12,000	\$ 161,843	\$ -	\$ -	\$ -
EXPENSES																	
Personnel:																	
Full Time																	
Salaries	\$ 1,212,750	\$ 123,282	\$ 157,119	\$ 76,050	\$ 69,407	\$ 19,830	\$ 15,540	\$ 9,717	\$ 28,231	\$ 16,454	\$ 9,486	\$ 4,487	\$ 2,072	\$ 10,975	\$ 145,367	\$ 223,654	\$ 301,079
Fringe	\$ 381,322	\$ 44,531	\$ 50,583	\$ 21,876	\$ 26,805	\$ 6,053	\$ 6,053	\$ 4,323	\$ 8,301	\$ 5,188	\$ 2,335	\$ 1,729	\$ 692	\$ 3,459	\$ 37,095	\$ 98,054	\$ 64,245
Part Time																	
Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fringe	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Total Personnel	\$ 1,594,072	\$ 167,813	\$ 207,703	\$ 97,926	\$ 96,212	\$ 25,883	\$ 21,593	\$ 14,040	\$ 36,532	\$ 21,642	\$ 11,821	\$ 6,217	\$ 2,764	\$ 14,433	\$ 182,461	\$ 321,708	\$ 365,324
Other Than Personal Service (OTPS):																	
Direct Expenses																	
Total Direct OTPS	\$ 1,779,423	\$ 178,682	\$ 148,236	\$ 416,110	\$ 8,774	\$ 4,690	\$ 250	\$ -	\$ 38,646	\$ 112,959	\$ 596,145	\$ 7,184	\$ 5,000	\$ 118,800	\$ 41,447	\$ 102,500	\$ -
Shared Expenses																	
Total Shared OTPS	\$ 386,405	\$ 45,124	\$ 51,258	\$ 22,168	\$ 27,162	\$ 6,133	\$ 6,133	\$ 4,381	\$ 8,412	\$ 5,257	\$ 2,366	\$ 1,752	\$ 701	\$ 3,505	\$ 37,589	\$ 99,361	\$ 65,102
Total Expenses by Program/Function	\$ 3,759,900	\$ 391,619	\$ 407,197	\$ 536,204	\$ 132,148	\$ 36,706	\$ 27,976	\$ 18,421	\$ 83,589	\$ 139,859	\$ 610,331	\$ 15,153	\$ 8,465	\$ 136,738	\$ 261,497	\$ 523,569	\$ 430,426
All Pgm Cost Pool Re-Allocated	-	87,513	99,407	42,992	52,677	11,895	11,895	8,496	16,313	10,196	4,588	3,399	1,359	6,797	72,899	-	(430,426)
AJCC Program Pool Re-Allocated	-	172,956	196,464	84,967	-	-	-	16,792	32,240	20,150	-	-	-	-	-	(523,569)	-
Subtotal Expenses by Program/Function		652,088	703,069	664,162	184,825	48,601	39,871	43,710	132,143	170,204	614,919	18,552	9,824	143,535	334,396	-	-
Subtotal Expenses less Subrecip Exp		652,088	703,069	689,162	184,825	48,601	39,871	43,710	132,143	170,204	614,919	18,552	9,824	143,535	334,396	-	-
Indirect 10% (only \$25k of Sub Contracts)	-	65,209	70,307	68,916	18,483	4,860	3,987	4,371	13,214	17,020	61,492	1,855	982	14,354	(345,050)	-	-
Subtotal Revenue Less Expenses after Indirect Calc.	8,784	10,873	31,350	10,520	(30,158)	(4,417)	4,578	(21,411)	(3,977)	(6,866)	(0)	2,491	1,193	3,954	10,654	-	-
Adjustments (leverage)	-	(20,810)	(41,441)	-	30,158	4,417	(4,578)	21,411	3,977	6,866	-	-	-	-	-	-	-
Total Revenue Less Expenses	8,784	(9,937)	(10,091)	10,520	0	(0)	(0)	0	0	0	(0)	2,491	1,193	3,954	10,654	-	-

Budget Notes:

- * Kings View contract de-ob bal will be added to carry-in. Budget Currently reflects current contract to be expended 100%
- * New facility move costs are all estimates. Will adjust once actual quotes are received.
- * CAM charges budgeted are based on prior year facility costs and used as estimate for next FY. They will be adjusted to actual at end of year.
- * WIOA 80% Exp & Obl requirement waived for FY 15-16, so carry in is higher than normally allowed.

Potential Revenue not included in budget:

- * SWFI grant award announcement pending.....will assist to offset overhead etc., and will hire either internal or external Navigator for grant, depending on Final budget determination in August.
- * Partner Revenue will offset budget expenses- Conservative estimate is \$80,000, however, will not know for sure until cubicles are configured and space requirements are determined.

Position or Expense Category	% of full time	Base Salary or Line Budget	Adult	DW	Youth	Rapid Response	RR Layoff Aversion	MCDC - In Custody	MCDC - Probation	Disability Accelerator Initiative	JD NEG	DSS Payroll	DSS Job Fair	DSS Assessment	DSS OJT	M&G	AJCC Program Cost Pool	All Program Cost Pool	Total
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1. Personnel

Full Time																			
Management (exempt)																			
Executive Director	100%	\$ 105,858	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	30%	0%	70%	100%
Fiscal Manager	100%	\$ 88,509	0%	0%	0%	0%	0%	0%	0%	3%	0%	5%	1%	1%	0%	40%	0%	50%	100%
Manager	100%	\$ 89,509	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	20%	0%	80%	100%
Program Supervisor	100%	\$ 73,730	0%	0%	40%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	60%	100%
Program Supervisor	100%	\$ 72,730	0%	0%	0%	5%	5%	0%	0%	5%	0%	0%	0%	0%	0%	0%	75%	10%	100%
Workforce Assist/Tech Staff																			
Lead Workforce Tech	100%	\$ 52,158	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	0%	100%
Workforce Tech I	100%	\$ 28,081	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	0%	100%
Workforce Tech I	100%	\$ 25,992	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	0%	100%
Workforce Tech I	100%	\$ 26,001	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	0%	100%
Workforce Tech II	100%	\$ 40,081	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	8%	0%	0%	0%	92%	0%	100%
Career Specialists																			
Career Specialists		\$ -																	0%
Career Specialists	25%	\$ 13,710	50%	50%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
Career Specialists	100%	\$ 54,840	50%	50%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
Career Specialists	100%	\$ 54,873	30%	50%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	20%	0%	0%	0%	100%
Career Specialists	100%	\$ 47,388	80%	20%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
Career Specialists	100%	\$ 38,868	75%	0%	0%	0%	0%	0%	25%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
Career Specialists	30%	\$ 13,562	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
Business Specialists																			
Business Specialists	100%	\$ 54,840	10%	10%	80%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
Business Specialists	100%	\$ 54,848	0%	30%	0%	30%	10%	0%	0%	0%	30%	0%	0%	0%	0%	0%	0%	0%	100%
Business Specialists	100%	\$ 38,868	0%	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
Business Specialists	100%	\$ 52,240	0%	70%	0%	20%	10%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
Business Specialists	100%	\$ 54,848	0%	50%	0%	0%	10%	0%	0%	40%	0%	0%	0%	0%	0%	0%	0%	0%	100%
Fiscal/Administrative Staff																			
Principal Accounting Tech	50%	\$ 31,098	0%	0%	1%	0%	0%	0%	0%	0%	0%	15%	0%	0%	0%	79%	0%	5%	100%
Principal Accounting Tech	100%	\$ 39,576	0%	0%	6%	0%	0%	5%	0%	0%	0%	1%	1%	3%	0%	75%	0%	9%	100%
Executive Assistant - Confidential	100%	\$ 60,543	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	10%	0%	90%	100%
Total Salaries		\$ 1,212,750	2.58	2.93	1.27	1.55	0.35	0.35	0.25	0.48	0.30	0.14	0.10	0.04	0.20	2.15	5.67	3.72	
Total Full Time		\$ 1,212,750	2.58	2.93	1.27	1.55	0.35	0.35	0.25	0.48	0.30	0.14	0.10	0.04	0.20	2.15	5.67	3.72	22.05
Allocated Salaries			\$ 123,282	\$ 157,119	\$ 76,050	\$ 69,407	\$ 19,830	\$ 15,540	\$ 9,717	\$ 28,231	\$ 16,454	\$ 9,486	\$ 4,487	\$ 2,072	\$ 10,975	\$ 145,367	\$ 223,654	\$ 301,079	\$ 1,212,750
% of Allocated Salaries			11.68%	13.27%	5.74%	7.03%	1.59%	1.59%	1.13%	2.18%	1.36%	0.61%	0.45%	0.18%	0.91%	9.73%	25.71%	16.85%	100%
TOTAL SALARIES		\$ 1,212,750	\$ 123,282	\$ 157,119	\$ 76,050	\$ 69,407	\$ 19,830	\$ 15,540	\$ 9,717	\$ 28,231	\$ 16,454	\$ 9,486	\$ 4,487	\$ 2,072	\$ 10,975	\$ 145,367	\$ 223,654	\$ 301,079	\$ 1,212,750
# of Full Time Equivalents (FTEs)			2.58	2.93	1.27	1.55	0.35	0.35	0.25	0.48	0.30	0.14	0.10	0.04	0.20	2.15	5.67	3.72	22.05
% of all FTEs			11.68%	13.27%	5.74%	7.03%	1.59%	1.59%	1.13%	2.18%	1.36%	0.61%	0.45%	0.18%	0.91%	9.73%	25.71%	16.85%	100%

Re-allocated Pgm Cost Pool

2. Fringe

Enter effective fringe rate for FULL TIME staff (see "Fringe Calculation" tab):	31.44%	\$ 381,322	11.68%	13.27%	5.74%	7.03%	1.59%	1.59%	1.13%	2.18%	1.36%	0.61%	0.45%	0.18%	0.91%	9.73%	25.71%	16.85%	100%
			44,531	50,583	21,876	26,805	6,053	6,053	4,323	8,301	5,188	2,335	1,729	692	3,459	37,095	98,054	64,245	

Position or Expense Category	% of full time	Base Salary or Line Budget	Adult	DW	Youth	Rapid Response	RR Layoff Aversion	MCDC - In Custody	MCDC - Probation	Disability Accelerator Initiative	JD NEG	DSS Payroll	DSS Job Fair	DSS Assessment	DSS OJT	M&G	AJCC Program Cost Pool	All Program Cost Pool	Total
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3. Other than Personell Service (OTPS) Non-Salary Related Services

Specific Expenses																			
Aatrix (1099 filing)	\$	98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	98	\$ -	\$ -	100%
Abila Maint/support	\$	4,894	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,894	\$ -	\$ -	100%
ACT (WorkKeys)	\$	13,500	\$ 4,000	\$ 4,000	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,000	\$ -	\$ -	\$ -	\$ -	100%
Advertising	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Advertising	\$	6,184	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,184	\$ -	\$ -	\$ -	\$ -	\$ -	100%
AJCC Relocation IT related Costs	\$	30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ -	100%
AT&T (BSR data plan-Surface)	\$	960	\$ -	\$ -	\$ -	\$ -	\$ 960	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
AT&T (data for tablets)	\$	1,500	\$ -	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
Baker Manock & Jensen	\$	10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	10,000	\$ -	\$ -	100%
Business Journal	\$	49	\$ -	\$ -	\$ -	\$ 49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
Career Pillar	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Chowchilla District Chamber	\$	150	\$ -	\$ -	\$ -	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
City of Madera	\$	2,460	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,460	\$ -	\$ -	100%
Conferences/Seminars (misc.)	\$	3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ -	100%
Constant Contact	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
CWA Dues	\$	3,330	\$ 1,110	\$ 1,110	\$ 1,110	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
DMV Renewal	\$	116	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	116	\$ -	100%
eSecurity to Go (3 yr lic due 10/2016)	\$	7,835	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7,835	\$ -	\$ -	100%
First Five Rent	\$	760	\$ 380	\$ 380	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
Franchise Tax Board (990 filing)	\$	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	10	\$ -	\$ -	100%
General Services Agreements	\$	3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,000	\$ -	\$ -	\$ -	\$ -	\$ -	100%
GoDaddy (BofA)	\$	21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	21	\$ -	\$ -	100%
HR Specialist	\$	97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	97	\$ -	\$ -	100%
Kings View	\$	400,000	\$ -	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
Lazer Tel	\$	2,271	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,271	\$ -	\$ -	100%
Madera Chamber	\$	190	\$ -	\$ -	\$ -	\$ 190	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
MCDSO Oakhurst rent	\$	5,730	\$ 2,000	\$ 2,000	\$ -	\$ -	\$ 1,730	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
MCOE-Compact	\$	200	\$ -	\$ -	\$ -	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
MUSD HiSet	\$	20,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
MWS LLP (Business Taxes)	\$	2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,000	\$ -	\$ -	100%
NAWB	\$	1,200	\$ 400	\$ 400	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
NEG Partnership	\$	76,959	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	76,959	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
NENA	\$	200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
new fac Youth room config	\$	10,000	\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
new facility city utilities	\$	5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,000	\$ -	100%
new facility Computers (resource room)	\$	10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	10,000	\$ -	100%
new facility Furnishings	\$	10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	10,000	\$ -	100%
New Facility misc. costs	\$	5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,000	\$ -	100%
new facility move costs	\$	35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	35,000	\$ -	100%
Oakhurst Area Chamber	\$	125	\$ -	\$ -	\$ -	\$ 125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
OJT	\$	154,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	36,000	\$ -	\$ -	\$ -	118,800	\$ -	\$ -	\$ -	100%
Printing Services	\$	3,100	\$ 500	\$ 500	\$ 100	\$ 1,500	\$ -	\$ 250	\$ -	\$ 250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
PWEX	\$	606,145	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	596,145	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
Registry of Charitable Trust (State)	\$	150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	150	\$ -	\$ -	100%
Scottsdale Indemnity (EPLI/D&O)	\$	3,285	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,285	\$ -	\$ -	100%
Secretary of State	\$	20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	20	\$ -	\$ -	100%
SHRM Membership	\$	190	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	190	\$ -	\$ -	100%
Sierra Star	\$	60	\$ -	\$ -	\$ -	\$ 60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
Sierra Tel	\$	1,164	\$ 582	\$ 582	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
Staff Training (non-program specific related)	\$	1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,500	\$ -	\$ -	100%
Staff Training (program related)	\$	1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,500	\$ -	100%
Staff Travel	\$	10,000	\$ -	\$ -	\$ 2,000	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,000	\$ -	100%
Van Repair	\$	1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,500	\$ -	\$ -	100%

Position or Expense Category	% of full time	Base Salary or Line Budget	AJCC Program Cost Pool										All Program Cost Pool	Total								
			Adult	DW	Youth	Rapid Response	RR Layoff Aversion	MCDC - In Custody	MCDC - Probation	Disability Accelerator Initiative	JD NEG	DSS Payroll			DSS Job Fair	DSS Assessment	DSS OJT	M&G				
Supportive Services		\$ 10,000	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%	
The Hartford (bus/auto)		\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
Training (ITA/OJT) SB734		\$ 296,335	\$ 133,292	\$ 124,847	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,196	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
Workforce Skills 21st Century		\$ 2,835	\$ 1,418	\$ 1,418	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
WorkKeys		\$ 10,000	\$ 5,000	\$ 3,000	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
Total Direct OTPS		\$ 1,779,423	\$ 178,682	\$ 148,236	\$ 416,110	\$ 8,774	\$ 4,690	\$ 250	\$ -	\$ 38,646	\$ 112,959	\$ 596,145	\$ 7,184	\$ 5,000	\$ 118,800	\$ 41,447	\$ 102,500	\$ -	\$ -	\$ 1,779,423		
Shared Expenses (allocated by FTE)																						
Chevron		\$ 960	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
Chowchilla Newspaper		\$ 55	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
Comcast		\$ 6,492	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
Computer Equipment		\$ 10,000	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
Computer Tech		\$ 27,000	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
Coper Leasing (2 copiers/printers)		\$ 11,000	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
Custodial Services		\$ 9,850	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
Del Valle Mini Storage		\$ 1,026	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
Diamond Communications		\$ 564	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
Elaine Craig		\$ 500	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
Fresno Bee (Oak/Mad)		\$ 560	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
General Builders Supply		\$ 1,000	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
LPI		\$ 450	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
Madera Cleaners		\$ 343	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
Madera Tribune		\$ 49	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
Mary Dean Jessen		\$ 18,168	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
MDSS - Oakhurst Rent		\$ 6,000	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
MWS LLP (WIOA Single Audit)		\$ 13,000	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
National Seminars		\$ 199	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
Office Equipment		\$ 10,000	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
Office Supplies		\$ 25,000	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
PGE		\$ 6,300	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
Pitney Bowes		\$ 1,544	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
Postmaster rental		\$ 112	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
Shell		\$ 480	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
Simplex Grinnell		\$ 284	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
Sparkletts		\$ 963	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
new facility custodial		\$ 20,000	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
new facility PGE		\$ 25,000	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
new facility rent		\$ 168,768	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
new facility alarm		\$ 3,000	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
new facility CAM fees (1.48/annual)		\$ 17,738	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
		\$ -	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
		\$ -	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
		\$ -	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
		\$ -	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%		100%		
Total Shared OTPS		\$ 386,405	\$ 45,124	\$ 51,258	\$ 22,168	\$ 27,162	\$ 6,133	\$ 6,133	\$ 4,381	\$ 8,412	\$ 5,257	\$ 2,366	\$ 1,752	\$ 701	\$ 3,505	\$ 37,589	\$ 99,361	\$ 65,102	\$ 386,405			
Total Budget by Program/Function		\$ 3,759,900	\$ 391,619	\$ 407,197	\$ 536,204	\$ 132,148	\$ 36,706	\$ 27,976	\$ 18,421	\$ 83,589	\$ 139,859	\$ 610,331	\$ 15,153	\$ 8,465	\$ 136,738	\$ 261,497	\$ 523,569	\$ 430,426	\$ 3,759,900			
Percentage of Total Expenses		100%	10%	11%	14%	4%	1%	1%	0%	2%	4%	16%	0%	0%	4%	7%	14%	11%	100%			
Percentage of FTE		100%	12%	13%	6%	7%	2%	2%	1%	2%	1%	1%	0%	0%	1%	10%	26%	17%				
All Pgm Cost Pool FTE	57%	100%	20%	23%	10%	12%	3%	3%	2%	4%	2%	1%	1%	0%	2%	17%						
AJCC Program Cost Pool FTE	35%	100%	33%	38%	16%				3%	6%	4%											
All Pgm Cost Pool Re-Allocated		-	87,513	99,407	42,992	52,677	11,895	11,895	8,496	16,313	10,196	4,588	3,399	1,359	6,797	72,899		\$ (430,426)				
AJCC Program Pool Re-Allocated		-	172,956	196,464	84,967	-	-	-	16,792	32,240	20,150	-	-	-	-	-	\$ (523,569)					
Total Expense Budget by Program		3,759,900	652,088	703,069	664,162	184,825	48,601	39,871	43,710	132,143	170,204	614,919	18,552	9,824	143,535	334,396	-	-	-			

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “**Lease**”) is made and entered into by and between CREEKSIDE LAND CO., LLC, a California limited liability company (“**Landlord**”) and MADERA COUNTY WORKFORCE INVESTMENT CORPORATION a California public benefit corporation (“**Tenant**”), under the following terms and conditions:

1. **Introduction.** The intended purpose of this Lease is to provide facilities for the Tenant to operate the America’s Job Center of California (AJCC) as required under the Workforce Innovation and Opportunity (WIOA).

2. **Description of the Leased Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord a portion of the building(s) located at 2037 W. Cleveland Avenue, Madera, California, **office** space consisting of _____ square feet, referred to herein as the “**Premises**” and shown on **Exhibit A as Suite B**. The Premises are part of a larger building referred to herein as the “**Building**.”

3. **Term, Occupancy, and Renewal.**

a. **Term.** The term of this Lease shall be for ten (10) years; said term shall commence on June 14th, 2016 (the “**Commencement Date**”), and end on 31 July 2026.

b. **Occupancy.** Landlord shall use its best efforts to give Tenant possession at the beginning of the Lease term. ~~If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. In the event that Landlord can provide the Leased Premises prior to the Initial Term, Landlord shall provide the Leased Premises to Tenant at no charge. If Landlord is unable to provide the Leased Premises within ninety (90) days after the Initial Term, Tenant shall have the option of terminating this Lease.~~ Tenant shall make no other claim against Landlord for any such delay. Tenant complies with Section 17 (Insurance) and delivers an insurance certificate to Landlord prior to entry. Upon delivery of the insurance certificate and first month’s rent, Landlord shall deliver the keys and possession to Tenant.

c. **Option to Extend.** Tenant is hereby granted and shall, if not then in default under this lease, have an option to extend the term of this lease in two (2) successive periods of five (5) years each at the expiration of the original term of this Lease but otherwise on the same terms, covenants, and conditions and subject to the same exceptions and reservations contained in this lease (the “**Renewal Term**”). This option shall be exercised only by Tenant’s delivering to Landlord before expiration of the term of this Lease, written notice of Tenant’s election to renew the term of this lease as provided in this section. This written notice shall be deemed effective on personal delivery to Landlord or on the date it is deposited in the United States mail in accordance with the provisions of Section 26.

4. **Rent.** ~~During the Initial Term, Tenant shall pay to Landlord on a monthly basis the rental amount of \$1.16 per sq. ft (the “Rent”). The Rent shall be fixed at this amount during the Initial Term. During each Option Period, the Rent shall be adjusted by 2%. In addition to the Rent for the Leased Premises, Tenant shall pay Landlord a monthly Common Area Maintenance (“CAM”)~~

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charge. The parties agree that the CAM charge shall not exceed .12 cents per square foot monthly (\$1.48 SF annually). The monthly Rent payment shall be due in advance on the first day of each calendar month during the Initial Term and each Option Period to Landlord at or at such other place designated by advanced written notice from Landlord to Tenant. The Rent payment amount for any partial calendar months included in the Initial Term or any Option Period shall be prorated on a daily basis. Tenant shall, commencing on the Rent Commencement Date and continuing thereafter on the first (1st) day of each and every month during the term of this Lease, pay to Landlord in advance, such minimum monthly rent, without setoff, deduction or demand. If possession is taken on other than the first of the month, rent shall be prorated accordingly based on a 30-day month.

Landlord acknowledges that Tenant is a qualified California public benefit corporation and is exempt from paying property taxes accordingly. Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Initial Term and any Option Period on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

a. Rent Commencement Date: The first payment of Rent shall not be due until the earlier of: (i) **three (3)** months from the Commencement Date, or (ii) the date on which the Suite A Tenant Improvements are complete.

b. Late Charge. Tenant acknowledges that late payment by Tenant to Landlord of rent will cause Landlord to incur costs not contemplated by this Lease. If any installment of rent due from Tenant is not received by Landlord within five (5) days after it becomes due, Tenant shall pay to Landlord an additional sum of the greater of \$100 or five percent (5%) of the overdue rent as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount or prevent Landlord from exercising any of the other rights and remedies available to Landlord.

c. Interest on Unpaid Rent. Rent or other charges under this Lease not paid within five (5) days of the date due shall, in addition to any late charges under Section 4.a, above, bear interest at the lesser of the maximum legal rate or five percent (5%) per annum from the date due until paid.

d. Holdover. Tenant may not hold over after the expiration or earlier termination of the term hereof without the express prior written consent of Landlord. Acceptance of rent is not Landlord's consent to holdover. Without Landlord's express consent Tenant shall become a tenant at sufferance only at a rental rate equal to 150% of the rent in effect upon the date of such expiration. Acceptance by Landlord of rent after such expiration or earlier termination shall not constitute a holdover hereunder or result in a renewal. The foregoing provisions of this Section 4 are in addition to and do not affect Landlord's right of re-entry or any rights of Landlord hereunder or as otherwise provided by law. If Tenant fails to surrender the Premises upon the expiration of this Lease, Tenant shall indemnify, protect, defend and hold Landlord harmless from all loss or

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liability, including without limitation, any claim made by any succeeding tenant founded on or resulting from such failure to surrender. Such indemnity shall survive the expiration of this Lease.

e. Operating Expenses. In addition to all Base Rent due under this Lease, Tenant shall pay the operating expenses for the Premises (“Operating Expenses”) set forth in this Section. Tenant’s share of Operating Expenses is defined by a fraction, the numerator of which is the Floor Area within the Premises and the denominator of which is the Floor Area within the Shopping Center. Tenant will pay to Landlord, on the first day of each calendar month, an amount estimated by Landlord to be the monthly amount of Tenant’s Share of Operating Expenses. The estimated monthly charge may be adjusted periodically by Landlord on the basis of Landlord’s reasonably anticipated costs. Within ninety (90) days following the end of each calendar year, Landlord shall furnish Tenant a statement covering the calendar year just expired showing the total Operating Expenses and the payments made by Tenant with respect to such calendar year. If Tenant’s share of such Operating Expenses exceeds Tenant’s payments so made, Tenant shall pay Landlord the deficiency within thirty (30) days after receipt of said statement. If said payments exceed Tenant’s share of such Operating Expenses, Tenant shall be entitled to offset the excess against future payments for Operating Expenses.

(1) Common Area Maintenance. Tenant shall be responsible for its proportionate share of general maintenance of the Common Areas, which is limited to:

- (a) Electricity for parking lot;
- (b) Water for landscaped areas;
- (c) Trash; and
- (d) Security Charges.

f. Increase in Rent in Renewal Terms. During the Renewal Term, if any, annual Rent shall increase **by 2% each year per Renewal Term over the immediately prior Rent due.**

5. Place of Payment of Rent. Rent and all other sums which shall become due under this Lease, including but not limited to late charges and additional rent, shall be payable by hand delivery or mail at the office of the Landlord located at _____, or at such other place as Landlord may designate from time to time in writing. Mailed payments must be received (not postmarked) by Landlord by the date due.

6. Condition of, and Improvements to, Premises.

a. Americans With Disabilities Act. Under this Lease, Landlord shall certify that the exterior of the Building and parking lot comply with all applicable American With Disabilities Act of 1990, 42 U.S.C. Sect. 12101 *et seq.* (“ADA”) requirements by the Rent Commencement Date. Moreover, Landlord shall bear all cost and responsibility to comply with any and all provisions of the ADA. Landlord further agrees to indemnify, defend, and hold Tenant harmless in any claims to the contrary.

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b. Improvements. Landlord shall have no obligation or responsibility, actual or implied, to install, construct, accommodate, or make any improvements to the Premises prior to, or as a condition of, Tenant's occupation of the Premises, except as described in section 6.a.

c. Condition. Landlord shall deliver the Premises to Tenant broom clean and free of debris on the Commencement Date. Landlord warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), loading doors, if any, and all other such elements in the Premises, other than those constructed by Tenant, shall be in good operating condition on said date and during the first twelve (12) months of the Term, and that the structural elements of the roof, bearing walls and foundation of any buildings on the Premises (the "Building") shall be free of material defects during the same time period. Notwithstanding Landlord's obligations to maintain the roof, foundation and structural elements of the Building as provided in Section 10(a) below, if a non-compliance with the warranty in this Section 6(c) exists during the first twelve (12) months of the Term, Tenant shall promptly provide Landlord with written notice setting forth with specificity the nature and extent of such non-compliance, and the Landlord shall be obligated to rectify same at Landlord's sole cost and expense.

d. Condition Upon Surrender. Upon termination of this Lease, Tenant shall surrender the Premises to Landlord in as good condition as when received, ordinary wear and tear and damage by fire, earthquake, or act of God excepted, and including any repairs or improvements made by Tenant. If Tenant fails to maintain the Premises in good order and repair, after thirty (30) days' prior written notice, Landlord may, at its option, make such repairs, and Tenant shall pay the reasonable cost thereof as additional rent hereunder within ten (10) days after receipt of a written statement therefor. In the event the giving of thirty (30) days' prior notice may result in additional damage to the Premises, Landlord may make such repairs, at Tenant's expense, without thirty days' prior written notice.

e. CASp Disclosure. The Building has undergone inspection by a licensed architect as referenced in California Civil Code Section 1938.

7. Use. The Premises shall be used for public services purposes. Tenant shall not use any portion of the Premises for purposes other than those specified without first obtaining the written consent of Landlord. Tenant shall not do, bring, or keep anything in, on, or about the Premises which will in any way increase the premium rate or cause the cancellation of any fire or other insurance upon the Premises, the building in which the Premises are located, or any of its contents. Tenant shall have the non-exclusive right to use the parking area and driveways, sidewalks, hallways, restrooms (to the extent not entirely contained in the Premises), common area pathways to and from the parking area and Premises in common with the other tenants of the Building as well as with Landlord's use of same.

8. Compliance with Laws/Hazardous Materials.

a. Tenant, at Tenant's expense, shall comply with and cause all of Tenant's agents to comply with all applicable laws, ordinances, rules and regulations of governmental authorities applicable to the Premises or the use or occupancy thereof, including, without limitation, the law

commonly known as the Americans With Disabilities Act and California Code of Regulations Title 8, Sections 3281 through 3299 (collectively, “**Laws**”).

b. Tenant shall not cause or permit any Hazardous Materials, as defined below, to be brought upon, kept, used, discharged, deposited or leaked in or about the Premises or the Building by Tenant or any of Tenant’s agents or by anyone in the Premises (other than Landlord or its agents, employees or contractors), except to the extent such Hazardous Materials are cleaning or office supplies customarily kept or used by typical office tenants and are kept and used in accordance with all applicable laws. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of any Hazardous Material on the Premises or the Building caused or suffered or permitted by Tenant or any of Tenant’s agents or by anyone in the Premises (other than Landlord or its agents, employees or contractors) results in contamination of the Premises or the Building, or if contamination of the Premises or the Building by any Hazardous Material otherwise occurs for which Tenant is legally liable, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, damages, costs, liabilities and expenses (including, without limitation, diminution in value or use of the Building, attorneys’ fees, consultant fees and expert fees) which arise during or after the Term as a result of such contamination. This indemnification shall include, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work on or under the Premises. “**Hazardous Material**” means any hazardous or toxic substance, material or waste which is or becomes regulated by any local, state or federal governmental authority or by common law decisions, including without limitation (i) all chlorinated solvents, (ii) petroleum products or by-products, (iii) asbestos and (iv) polychlorinated biphenyls.

c. Landlord hereby represents and warrants that, to the best of Landlord’s knowledge, information and belief: (i) the Premises have not been exposed to Hazardous Materials and are presently free of all Hazardous Materials; (ii) the Landlord or the property of which the Premises forms a part is in violation or subject to an existing, pending or threatened investigation by any governmental authority under any applicable federal, state or local law, regulation, ordinance or other legislation pertaining to air, water, or soil quality or the handling, transportation, storage, treatment, usage or disposal of Hazardous Substances; (iii) any handling, transportation, storage, treatment or use of toxic or Hazardous Material to date has been in compliance with applicable laws; and (iv) no reportable use has occurred on the Premises to date, and the soil, groundwater and vapor on or under the Premises is free of Hazardous Material as of the Commencement Date.

9. Waste; Nuisance; Quiet Enjoyment. Tenant shall not suffer or commit any waste or nuisance on the Premises, nor shall Tenant interfere with or obstruct the rights of or disturb the quiet enjoyment of any other tenant or occupant of the building or injure or annoy them. Tenant shall not use or allow the Premises to be used for any improper, immoral, or objectionable purposes, to be determined Landlord’s sole and absolute judgment.

10. Repair and Maintenance.

a. Landlord shall repair and maintain the roof, structural foundations, exterior walls of the Building, exterior landscaping and common areas in which the Premises are located unless the need for such repair shall be caused by the neglect, misuse, or misconduct of Tenant, its agents, employees or invitees, in which case Landlord shall promptly cause the repairs to be made at

Tenant's sole expense. Within ten (10) days after receipt of a written notice that Landlord has made repairs that were caused by the neglect, misuse, or misconduct of Tenant, its agents, employees or invitees, Tenant shall promptly reimburse Landlord within thirty (30) days of invoice for the cost of all such repairs and maintenance.

b. Tenant shall, at Tenant's sole cost and expense, maintain the Premises except as noted under Sections 6.c and 10.a, above, in good condition and repair. Said maintenance shall include but not be limited to, the interior of the Premises, all fixtures and equipment, including without limitation, electrical wiring, plumbing fixtures, plumbing drains (from the interior of the Premises to the point of connection of Tenant's drainage system with the sanitary sewer system owned, managed, and/or maintained by the local municipality). Landlord shall maintain the heating and air conditioning system in good and working order at Landlord's sole expense and cost.

11. Utilities.

a. Provision of Utility Services. Landlord will provide and maintain, at its sole cost and expense, adequate connections on or adjacent to the Premises with the local water supply, sewerage systems, gas, electrical, and all other utility services necessary for Tenant's use of the Premises for the Permitted Use, all in accordance with all applicable utility company requirements. Tenant may select the utility companies to deliver or provide the water, sewerage, gas, electricity, and other utility services delivered to Tenant at the Premises.

b. Payment for Utility Services. Tenant will pay the utility companies directly for all water, sewerage, gas, electricity, and other utility services delivered to Tenant at the Premises. Tenant is entitled to all savings, credits, allowances, rebates, or other incentives awarded by or on behalf of a utility company.

c. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

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12. Rules. Tenant shall comply with the rules and regulations attached to this Lease as **Exhibit B** and all reasonable modifications thereof and additions thereto from time to time put into effect by Landlord so long as prompt notice is given by Landlord of any changes (the "**Rules and Regulations**"). In the event that the rules of the Building, as they may be amended, are not consistent with Tenant's activities on the Leased Premises, the parties shall reasonably cooperate to revise the rules to ensure that they address each party's respective concerns. In the event that the parties cannot resolve any such dispute and Tenant reasonably determines that the rules are severely impacting its ability to conduct job training activities at the Leased Premises, Tenant may terminate this Lease with six (6) month notice without penalty.

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13. Alterations and Liens.

a. Tenant Improvements. With the exception of the items described in Exhibit "D", Tenant shall not make or allow to be made any alterations, additions or improvements to or of the structural components of any portion of the Premises, without first obtaining the written consent

of Landlord. Notwithstanding the preceding sentence, Tenant shall have the right to make or allow to be made any alterations, additions or improvements to or of the non-structural components of any portion of the interior of the Premises, without first obtaining the written consent of Landlord. Upon the expiration or sooner termination of the Term, Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the Term, at Tenant's sole cost and expense, remove any alterations, additions, or improvements made by Tenant to or of non-structural components of the Premises, designated by Landlord to be removed, and repair any damage to the Premises caused by such removal. Tenant shall keep the Premises and the Building free from any liens arising out of any work performed, material furnished, or obligation incurred by Tenant.

b. Improvements Upon Surrender. All Alterations to the Premises, including, but not limited to, all carpeting, partitions and fixtures of any kind, shall upon their installation become a part of the realty and belong to Landlord, except for Tenant's telephone control box, telephone equipment (other than wiring), computer equipment, unattached and movable personal property and trade fixtures, other than lighting and light switches, placed on or in the Premises by the Tenant.

c. Mechanic's Liens. If Tenant causes any alterations, additions, or improvements to be made to the Leased Space, Tenant agrees to keep the Leased Space free of liens for both labor and materials. If a lien is placed on the Leased Space in connection with any construction, repair, or replacement work that Tenant may or must cause to be performed under this lease, which results in a final judgment, Landlord may pay the amount of that judgment. Tenant shall reimburse Landlord for the full amount paid within thirty (30) days after that amount is paid by Landlord; otherwise tenant shall be in default under this lease.

14. Assignment and Subletting. Landlord acknowledges that Tenant may, from time-to-time in its discretion, sublet certain portions of the premises to service providers related to the provision of job training services at the Leased Premises. Notwithstanding any provision to the contrary in this Section 4, Tenant reserves the right to negotiate subleases with any governmental agency or California nonprofit public benefit corporation related to its programmatic responsibilities. Landlord shall reasonably approve all subleases presented by Tenant, including, but not limited to, subleases involving the following organizations _____.

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15. Entry by Landlord. Except for emergencies such as fire, water intrusion and the like which may be at any time, Landlord and its agents shall have the right to enter the Premises at reasonable times to inspect and examine the same and to make such repairs to the Premises as the Landlord shall deem advisable, and to show the Premises to prospective tenants, buyers or lenders, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

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16. Indemnification.

a. Waiver of Claims. To the extent permitted by law, Tenant waives all claims against Landlord for damage to person or property arising for any reason. Tenant assumes all such risks for Tenant and any employees, licensees, invitees, agents, or contractors.

b. Tenant's Duty to Indemnify. Tenant agrees, as an independent unsecured obligation, separate from any of its promises or covenants in this Lease, to indemnify, defend (with counsel selected by Landlord at Tenant's expense), protect and hold harmless Landlord, its employees, agents, officers, legal counsel, assigns, any successor or successors to Landlord's interest in the Premises and any future owners of the Premises to whom this Lease is assigned (hereinafter collectively referred to as the "**Landlord Indemnitees**") from and against all claims, actual damages (including but not limited to special and consequential damages), punitive damages, injuries, costs, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses arising out of any damage to any person or property occurring in, on, or about the Premises, except for any acts of negligence or willful misconduct by Landlord. Tenant's obligation under this paragraph to indemnify and hold the Landlord Indemnitees harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the party being indemnified.

c. Landlord's Duty to Indemnify. Landlord agrees, as an independent unsecured obligation, separate from any of its promises or covenants in this Lease, to indemnify, defend (with counsel selected by Tenant at Landlord's expense), protect and hold harmless Tenant, its employees, agents, officers, legal counsel, assigns, any successor or successors to Tenant's interest in the Premises and any future owners of the Premises to whom this Lease is assigned (hereinafter collectively referred to as the "**Tenant Indemnitees**") from and against all claims, actual damages (including but not limited to special and consequential damages), punitive damages, injuries, costs, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses arising out of any damage to any person or property occurring in, on, or about the Premises caused by Landlord's negligent or willful misconduct. Landlord's obligation under this paragraph to indemnify and hold the Tenant Indemnitees harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the party being indemnified.

17. Insurance.

a. Liability Insurance. Tenant shall carry, during the term hereof, public liability and property damage insurance with a single combined liability limit of not less than \$1 million per occurrence, \$2 million in aggregate, property damage limits of not less than \$2 million insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use and occupancy of the Premises, and statutory worker's compensation Insurance for any employees. Landlord shall be named as an additional insured on each such policy. Tenant shall provide proof of such insurance in the form of a certificate of insurance prior to taking occupancy of the Premises.

b. Waiver of Subrogation. The parties release each other, and their respective authorized representatives, from any claims (for damage to any person or to the Premises and/or the building in which the Premises are located, and to the fixtures, personal property, Tenant's improvements, and alterations of either Landlord or Tenant in or on the Premises and/or the building in which the Premises are located) that are caused by or result from risks which are insured against under any insurance policies carried by the parties and in force at the time of any such damage and to the full extent of any proceeds paid under said policies.

18. Destruction of Premises.

a. Destruction Due to Risk Covered by Insurance. If, during the term of this Lease and any renewal term, the Premises or the Building and other improvements in which the Premises are located are totally or partially destroyed from a risk covered by insurance carried by either Tenant or Landlord for the Building, rendering the Premises totally or partially inaccessible or unusable, Landlord shall restore the Premises or the Building, and other improvements in which the Premises are located, to substantially the same condition as they were immediately before destruction if they can be repaired within 90 days from date of destruction. Such destruction shall not terminate this Lease. If the existing laws do not permit the restoration, either party can terminate this Lease immediately by giving notice to the other party. Provided, however, if the cost of the restoration exceeds the amount of proceeds received from the insurance, or the estimate of time to fully restore the Premises exceeds the lesser of 270 days or the remaining Term of the Lease, Landlord can elect to terminate this Lease by giving notice to Tenant within fifteen (15) days after determining that the restoration cost will exceed the insurance proceeds.

b. Destruction Due to Risk Not Covered by Insurance. If, during the term of this Lease and any renewal term, the Premises or the Building and other improvements in which the Premises are located are totally or partially destroyed by a risk not covered by the insurance, rendering the Premises totally or partially inaccessible or unusable, Landlord can elect to terminate this Lease by giving notice to Tenant within fifteen (15) days after determining the restoration cost and replacement value.

c. Abatement or Reduction of Rent. In case of destruction, there shall be an abatement or reduction of rent between the date of destruction and the date of substantial completion of restoration based on the extent to which the destruction interferes with Tenant's use of the Premises.

d. Waiver of Civil Code Sections. Tenant waives the provisions of California Civil Code Section 1932(2) and California Civil Code Section 1933(4) with respect to any destruction of the Premises.

19. Default and Landlord's Remedies. If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for ten (10) days after written notice thereof shall have been received by Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

20. Signs. Landlord agrees that Tenant may provide signs on the building at the front of the Premises, subject to any CC&Rs and City's sign ordinance criteria. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise

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inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist, and reasonably cooperate with Tenant in obtaining any necessary permits or permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

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21. Parking. Tenant shall have the nonexclusive use, in common with Landlord and Landlord's other tenants, of the parking area owned by Landlord at and around the Premises; provided; however, that no tenant may park in an area designated, identified, and/or reserved for parking by any other tenant or tenants, if any. Should any damages to the Premises, the parking area, and/or the vehicles of Tenant or their invitees/licensees/employees be occasioned by the invitees, licensees, tradesmen, or customers of Tenant, such damage shall be repaired at Tenant's sole cost and expense. It is expressly understood and agreed the Tenant's right to the use of said parking area shall be non-exclusive and subject to the Rules and Regulations, and that Landlord reserves the right to establish and enforce other rules with respect to the use thereof, and Tenant agrees to abide by and conform to the same, as revised from time-to-time.

22. Early Termination for Severely Reduced Funding or Non-Appropriation of Funds. Notwithstanding any other provision of this Lease, in the event federal, state, or other funds related to Tenant's purposes as a job training organization received by Tenant are, in Tenant's reasonable determination, materially reduced or eliminated, Tenant will have the sole right to reduce the amount of space of the Leased Premises without penalty or terminate this Lease in its entirety by submitting no less than one-hundred-eighty (180) days advanced written notice to Landlord. If Tenant provides notice as provided for herein and then fails to complete its move out within the notice period and remains in the premises, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the Tenant occupies the premises following the effective date of termination.

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23. Estoppel Certificate. Tenant shall execute and deliver to Landlord within ten (10) days of request a commercially reasonable estoppel statement. Landlord and Tenant intend that any estoppel statement delivered pursuant to this Section may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the building or any interest therein and failure to execute and return such estoppel shall be a material breach of the Lease.

24. Eminent Domain. In case the whole of the Premises, or such part thereof that substantially interferes with the reasonable use of the Premises as office space, shall be taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of appropriation, condemnation or eminent domain, or sold to prevent such taking, either party shall have the right to terminate this Lease effective as of the date possession is required to be surrendered to said authority. Tenant shall not assert any claim against Landlord or the taking authority for any compensation because of such taking and Landlord shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Tenant. In the event the amount of property or the type of estate taken shall not substantially interfere with the reasonable use of the Premises as office space, Landlord shall be entitled to the entire amount of the award without deduction for any estate or interest of Tenant. If there is no substantial interference or if there is substantial interference, but neither party elects to terminate, Landlord shall promptly proceed to restore the Premises to substantially the same condition as the Premises existed prior to such partial

taking, to the extent possible by application of the condemnation proceeds only, and a proportionate allowance shall be made to Tenant for the rent corresponding to the time during which, and to the part of the Premises of which Tenant shall be so deprived on account of such taking and restoration. Nothing contained in this Section shall be deemed to give Landlord any interest in any award made to Tenant for the taking of personal property and fixtures belonging to Tenant. Each party waives the provisions of California Code of Civil Procedure Section 1265.130 allowing either party to petition the Superior Court to terminate this Lease in the event of a partial taking of the premises.

25. Brokers. The parties recognize that the brokers who negotiated this Lease are **NONE** ("Broker"). Landlord agrees to pay a leasing commission per Landlord's separate agreement with Broker. Tenant and Landlord each represent and warrant to each other that, other than Broker, no other broker has represented either of them or is otherwise entitled to a commission or fee in connection with the transactions contemplated in this Lease. Each party hereby indemnifies, defends and holds the other party harmless from all loss, cost and expense (including reasonable attorneys' fees) arising out of a breach of its representation set forth in this Paragraph 24. The provisions of this Paragraph 24 shall survive the termination of the Lease. This paragraph 24 is for the benefit of Landlord and Tenant only and is not intended to give any third person, including Broker, any right of subrogation or action over or against any party to this Lease.

26. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

27. Notices. ~~All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either: (1) deposited in the United Tenants Mail, certified and postage prepaid; or (2) sent via an alternate commercial overnight delivery service (i.e., FedEx or similar) with receiver's signature required; and addressed as follows;~~

If to Landlord to: Creekside Land Company, LLC

Attn: Jay Mahil
30814 Avenue 9
Madera, CA 93637

If to Tenant to: Madera County Workforce Investment Corporation

Attn: Elaine Craig
441 E. Yosemite Avenue
Madera, CA 93638

~~Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.~~

28. Waiver; Accord and Satisfaction. No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such right or be construed as a waiver. The receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any

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other default; it shall constitute only a waiver of timely payment for the particular rent payment involved. No payment by Tenant or receipt by Landlord of a lesser amount than the rent payment herein stipulated shall be deemed to be other than on account of the rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

29. Time is of the Essence. Time is of the essence of this Lease as to the performance of all terms, covenants, and conditions stated herein.

30. Successors and Assigns. Except as otherwise provided herein, all of the terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. In the event of any transfer, assignment or other conveyance or transfers of any such title or tenant, Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved from and after the date of such transfer. Landlord may transfer its interest in the Premises without the consent of Tenant and such transfer or subsequent transfer shall not be deemed a violation on Landlord's part of any of the terms and conditions of this Lease.

31. Titles and Definitions. The titles of paragraphs herein are for identification only. They shall not be considered to be a part of this Lease and shall have no effect upon the construction or interpretation thereof. The word "Landlord" and "Tenant" as used in this Lease shall include both singular, plural, masculine, feminine, and neuter as the context shall require.

32. Entire Agreement/Amendment. This Lease contains the entire agreement of the parties and supersedes all prior negotiations, drafts, and other understandings which the parties may have concerning the subject matter hereof. This Lease may not be modified except by written instrument duly executed by the parties hereto or their successors in interest.

33. Choice of Laws; Interpretation. This Lease shall be governed by and construed pursuant to the laws of the State of California. The provisions of this Lease shall be construed in accordance with the fair meaning of the language used and shall not be strictly construed against either party.

34. Authority. Each of the persons executing this Lease on behalf of Tenant warrants and represents that Tenant is a duly organized and validly existing entity, that Tenant has full right and authority to enter into this Lease and that the persons signing on behalf of Tenant are authorized to do so and have the power to bind Tenant to this Lease. Tenant shall provide Landlord upon request with evidence reasonably satisfactory to Landlord confirming the foregoing representations.

35. No Merger. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, operate as an assignment to it of any or all subleases or subtenancies.

36. Arbitration of Disputes. Any claim or dispute arising out of or relating to this Lease or the alleged breach of this Lease (other than or a claim by Landlord for unlawful detainer) will be resolved by neutral binding arbitration before a single arbitrator, to be held in accordance with the

commercial arbitration rules of American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction over the dispute.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the day and year set forth below.

LANDLORD:

Dated: _____

By: _____

Name: _____

Its: _____

TENANT:

Dated: _____

By: _____

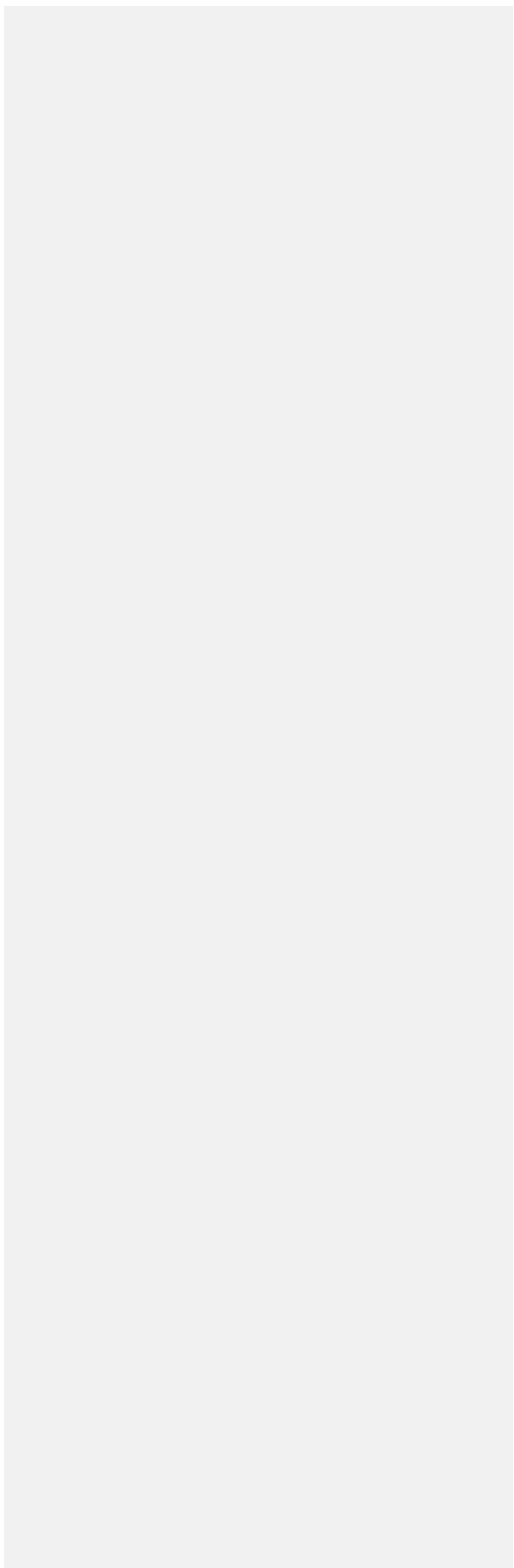
Name: _____

Its: _____

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EXHIBIT A
MAP OF PREMISES

DRAFT V2



**EXHIBIT B
RULES AND REGULATIONS**

TO BE PROVIDED BY LANDLORD

DRAFT V2

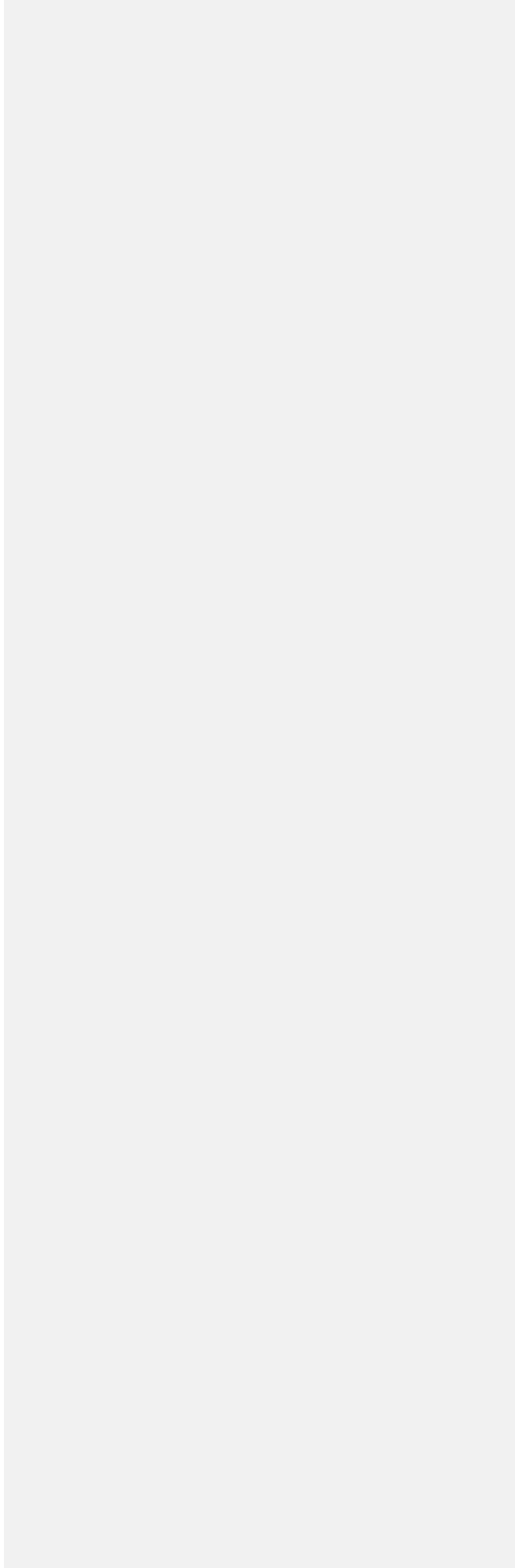


EXHIBIT C
LANDLORD IMPROVEMENTS

[INSERT "NONE" IF NO IMPROVEMENTS]

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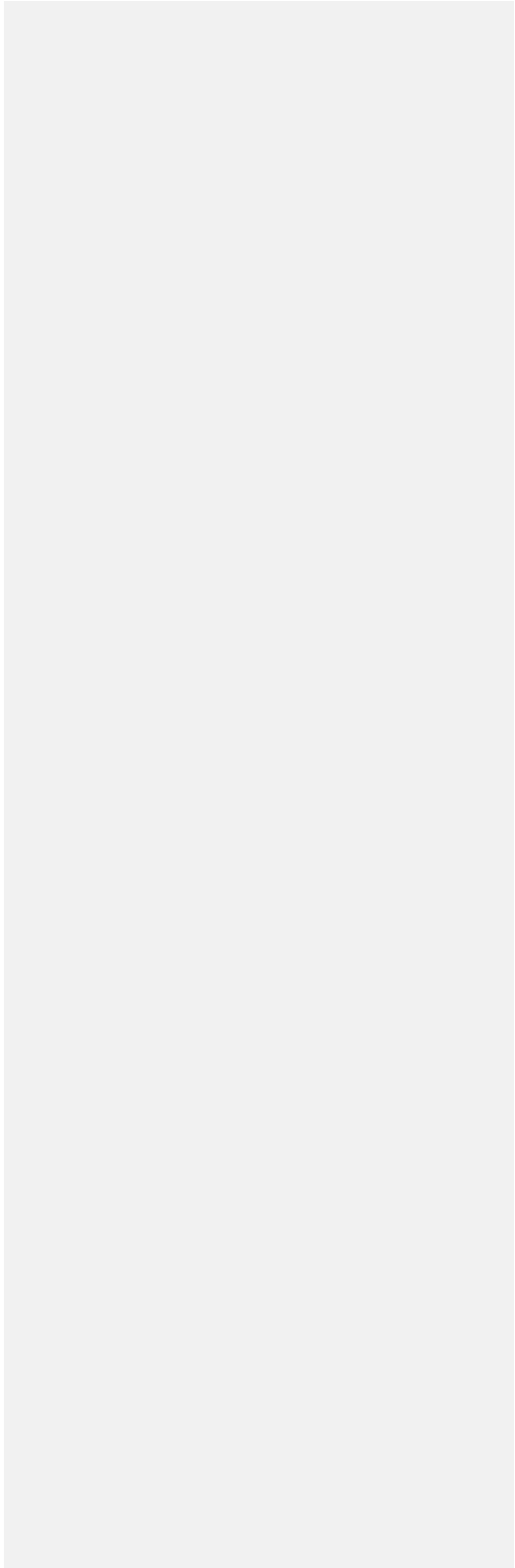


EXHIBIT D

TENANT IMPROVEMENTS

To be provided.

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