

**MENDOCINO COUNTY
WORKFORCE DEVELOPMENT BOARD**

Workforce Development Board/Local Elected Official/
Administrative Staff Partnership Agreement

THIS AGREEMENT is made and entered into as of the 2 day of Aug, 2016 by and among the COUNTY OF MENDOCINO, a political subdivision of the State of California (hereinafter "County"), the WORKFORCE DEVELOPMENT BOARD OF MENDOCINO COUNTY (hereinafter "WDB") and the MENDOCINO COUNTY DEPARTMENT OF PLANNING AND BUILDING SERVICES (hereinafter "PBS")

The Parties Agree that:

A. THE DUTIES OF THE WDB SHALL BE:

1. Developing the Local Area's 4-year Local Plan and, as part of a regional planning area, assists in the development of a Regional Plan with the WDBs identified within the planning region;
2. Subject to the approval of the Board of Supervisors, selecting of the One-Stop Operator, youth service providers, training providers and career services providers;
3. Subject to the approval of the Board of Supervisors, developing a budget for the Mendocino County Workforce Development System;
4. Program oversight;
5. Subject to the approval of the Board of Supervisors, negotiating and reaching agreement on local performance measures with the Governor;
6. Assisting the State in developing the statewide employment statistics system described in the Workforce Innovation and Opportunity Act (WIOA) Law, Section 303(e) of the Wagner-Peyser Act;
7. Coordinating workforce development activities with education providers, economic development strategies, and economic development agencies within the County and Region;
8. Ensuring the effective provision of convening, brokering and leveraging economic development and workforce development activities within the County and Region;
9. The Workforce Development Board shall lead efforts locally and regionally in Employer Engagement and Career Pathway Development as described in the WIOA Law Section 107 (d)(4) and (5);
10. The Workforce Development Board shall lead efforts to identify and promote Proven and Promising Practices in the local area as described in the WIOA Law Section 107 (d)(6); and maximize the use and accessibility of technology as described in the WIOA Law Section 107 (d)(7);
11. The Workforce Development Board shall annually assess the physical and programmatic accessibility, in accordance with the WIOA Law Section 188, if applicable, and applicable provisions of the American's with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), of all one-stop centers in the local area;
12. The Workforce Development Board shall provide periodic reports to the County Board of Supervisors;
13. Workforce Development Board members will be considered County Officials for the purposes of the California Tort Claims Act;
14. The Workforce Development Board shall prepare Bylaws that are consistent with this Agreement. The Bylaws shall include the requirements of the WIOA Public Law Section 107, as amended, pertaining to the membership, nomination of members, appointment of members, numbers of members, and terms of office. The Bylaws shall be submitted to the County Board of Supervisors for adoption;
15. In addition to the State and Federal requirements for Workforce Development Boards, the WDB shall comply with the County's ordinances and administrative procedures;
16. The Workforce Development Board shall review and approve all contracts involving WIOA funds prior to submission to the County Board of Supervisors for approval and prior to execution (excluding amendments that do not increase the annual maximum contract amount);

17. The Workforce Development Board shall seek additional non-WIOA funding sources, both public and private; independently of its collaboration with the County Board of Supervisors;
18. The Workforce Development Board shall review and approve all contracts for non-WIOA funds.
19. Non-WIOA funds may be placed into the County treasury in an Agency Fund and withdrawn in accordance with the Treasurer's policy in effect. Ownership and control governing use of these funds is at the sole discretion of the WDB;
20. Represent the County at State and Federal Workforce Development functions;
21. The Workforce Development Board shall administer programs as described in the WDB's 4-Year Local and Regional Plans and consistent with the WIOA and the Rules and Regulations promulgated to carry out the WIOA, as well as other Federal, State and local laws, rules and regulations;
22. Participate in the selection, hiring, evaluation and retention of the WIOA Staff Services Administrator;
23. The Workforce Development Board shall develop and manage a system to hear and resolve grievances brought by participants, vendors, and other interested parties, as required by the WIOA.

B. THE DUTIES OF THE COUNTY AS GRANT RECIPIENT SHALL BE:

1. The County shall act as the Grant Recipient in accordance with Section 107 (d)(12)(B)(i) of the WIOA;
2. The County shall be financially responsible to the U.S. Department of Labor and the State of California, for the administration of funds received pursuant to the requirements of the WIOA;
3. The County designates the PBS to act as the WIOA administrative entity and the local fiscal agent under Section 107 (d)(12)(B)(i)(II) of the WIOA;
4. The PBS will act as staff to the Workforce Development Board in accordance with Section 107 (f)(1) of the WIOA;
5. The County shall procure audits of funds as required under the WIOA and shall resolve questions arising from said audits;
6. Approve all leases entered into by the WDB in which WIOA funds are used to make lease payments;
7. Approve the 4-year Local and Regional Plans, including subsequent Plan amendments;
8. Review and approve the WDB operating budget annually;
9. Unless otherwise required by law or approved by the County Board of Supervisors, the County Board of Supervisors shall approve all contracts prior to execution;
10. Appoint WDB Board members from nominations forwarded by the WDB according to WIOA regulations and fill vacancies according to WDB Bylaws; and
11. Perform any other duties of a WIOA grant recipient that may be required by law.

C. THE DUTIES OF THE PBS AS THE ADMINISTRATIVE STAFF TO THE WDB AND COUNTY SHALL BE:

1. Act as staff to the Workforce Development Board in accordance with Section 107 (f)(1) of the WIOA;
2. Pay all claims for authorized payrolls, subcontractors and vendors;
3. Establish and provide fiscal policies and reporting procedures consistent with State and Federal guidelines and regulations for WIOA programs;
4. Participate in all audits, including participation in the resolution of audit findings;
5. Monitor reporting of all fiscal data to the State and Federal government;
6. Monitor the WIOA property management system for compliance with State, Federal and County standards;
7. Provide technical assistance to WIOA financed organizations to assist in proper management of WIOA funds;
8. Establish a monitoring plan and conduct fiscal and programmatic monitoring of all WIOA-funded contracts and activities. Monitor systems for record retention, reporting, intake, eligibility, assessment, training, placement and follow-up;
9. Oversee a financial management system to account for WIOA grant expenses that meets generally accepted accounting principles and that complies with all applicable grant regulations;
10. Prepare and file all reports, in compliance with all applicable grant regulations;
11. Conduct program evaluations and contract modifications as necessary;
12. Execute and implement all approved contracts;
13. One hundred percent (100%) of WIOA funds shall be deposited into the County treasury in a Grant Fund, funds invested in accordance with the Treasurer's Investment Policy and funds withdrawn in accordance with Mendocino County fiscal policies and procedures;

14. Represent the WDB at State and Federal functions;
15. Comply with required WIOA affirmative action and equal opportunity regulations;
16. Ensure program service provider achieves performance standards, as determined by WIOA on a yearly basis;
17. Perform system changes as WIOA law and regulations change;
18. Provide a regular written update of program activities to the County Local Elected Official (LEO) in the form of the WDB Board packet, including State and Federal reports regarding program operation and compliance;
19. Perform any other duties that may be required by law of a WIOA administrative entity;
20. Receipt and disbursement of all funds related to program operations, including collection and disposition of program income generated by program activities pursuant to Federal regulation;
21. Collection of program data necessary for management, evaluation, and the preparation of required and desired reports;
22. Contracting with vendors and agencies for services described in the Local Plan;
23. Determination and verification of participant eligibility as described in the WIOA;
24. Procurement and maintenance of fixed assets and expendable supplies necessary for program operation; and
25. Any other services that are mutually agreed to by the parties.

D. MODIFICATION AND TERMINATION:

1. This Agreement may be modified only by a written amendment signed by the parties;
2. In the event of any dispute, claim, question or disagreement arising out of or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle such disputes, claims, questions or disagreement. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties; and
3. The initial term of this agreement shall be for one year, thereafter, renewing itself for terms of one (1) year unless either party gives the other party ninety (90) days written notice of termination.

E. INDEMNIFICATION:

1. County agrees to indemnify and hold harmless WDB and WDB's employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of the party, its employees or agents;
2. WDB agrees to indemnify and hold harmless County, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of the WDB, its employees or agents; and
3. Each party shall be liable for the acts, deeds or omissions of its own employees, officers, agents or contractors as required under the terms of this Agreement.

F. CONFLICT OF INTEREST:

The parties to this agreement shall adhere to the conflict of interest provisions and prohibitions contained in the WIOA, the California Political Reform Act of 1974 and Government Code Section 1090 et seq. The WDB shall adopt a conflict of interest code and specify designated positions required to file financial disclosure statements and ensure members complete AB 1234 – Ethics Training for Local Officials.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

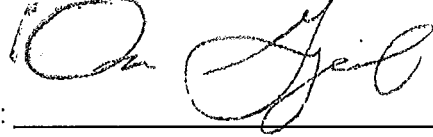
**MENDOCINO COUNTY
WORKFORCE DEVELOPMENT BOARD**

By: 
John Kuhry, Chair

PLANNING AND BUILDING SERVICES

By: 
Steve Dunncliff, Director

COUNTY OF MENDOCINO

By: 
DAN GJERDE, Chair
BOARD OF SUPERVISORS
AUG 02 2016

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: 
Deputy

COUNTY COUNSEL REVIEW:

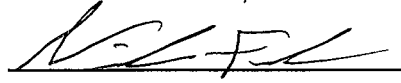
APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel


I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

By: 
Deputy

CARMEL J. ANGELO, Clerk of said Board

By: 
Deputy

FISCAL REVIEW:


By: 
Deputy CEO/Fiscal

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: 
CARMEL J. ANGELO, Chief Executive Officer

INSURANCE REVIEW:

RISK MANAGER
By: 
ALAN D. FLORA, Risk Manager