

MADERA COUNTY CONTRACT NO. 1113-18
(Agreement for Administration of the Workforce Innovation and Opportunity Act)

This agreement for administration of WORKFORCE INNOVATION AND OPPORTUNITY ACT (this "Agreement") is made and entered into this 13th day of FEB, 2018, by and between the COUNTY OF MADERA, a political subdivision of the State of California, hereinafter referred to as "COUNTY," the MADERA COUNTY WORKFORCE INVESTMENT CORPORATION, a California public benefit corporation, hereinafter referred to as "MCWIC," and the WORKFORCE DEVELOPMENT BOARD OF MADERA COUNTY, hereinafter referred to as "WDB", for the purpose of defining roles and responsibilities for the administration and operation of the WORKFORCE INNOVATION AND OPPORTUNITY ACT of July 2014 (Public Law 133-128) and its regulations, hereinafter also referred to as the "WIOA"; and any and all directives as may be prescribed by the Governor of the State of California regarding administration of the WIOA of 2014.

The purpose of this Agreement is to establish the programmatic, policy, administrative, and fiscal roles and responsibilities between the COUNTY, the WDB, and MCWIC.

RECITALS

WHEREAS, WIOA H.R. 803, was signed into law on July 22, 2014, and took effect on July 1, 2015 and supersedes Titles I and II of the Workforce Investment Act of 1998; and

WHEREAS, the regulations implementing the WIOA, or the “Final Rule”, was published in the Federal Register Volume 81, Number 161, Chapter 20, Parts 603, 675, and 679-688 on August 19, 2016, and such regulations took effect on October 18, 2016;
and

WHEREAS, Madera County has met the eligibility requirements for designation as a Local Workforce Development Area, hereinafter referred to as “LWDA”, for the two (2) year period of July 1, 2015, through June 30, 2017 and will reapply or otherwise request subsequent and continuing designation as an LWDA once the State has issued guidance related to that process;
and

WHEREAS, under this agreement the Chief Local Elected Official (CLEO) of Madera County shall be the Chairperson of the Board of Supervisors; and

WHEREAS, Madera County Board of Supervisors, by Resolution No. 2000.178, dated August 22, 2000, designated the Madera County Private Industry Council as the WORKFORCE INVESTMENT BOARD, carried into the Workforce Investment Act of 1998, and now per the requirements of the new WIOA, the word Investment is to be stricken and replaced with the word Development, and the Workforce Development Board of Madera County has been certified by the Governor through June 30, 2018;
and

WHEREAS, the WIOA amends the Workforce Investment Act of 1998, to strengthen the United States workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs in the United States, and to promote individual and national economic growth, and for other purposes; and

WHEREAS, the WIOA requires COUNTY and WDB to establish standing committees as deemed appropriate and necessary, develop a Local Workforce Development Plan, and define a local one-stop delivery system for the LWDA; and

WHEREAS, the WIOA requires the WDB, in partnership with the CLEO, to develop and submit a local plan to the State that meets the requirements in WIOA Section 108. If the local area is part of a planning region that includes other local areas, the local board shall collaborate with the other local boards and CLEO's from such other areas in the preparation and submission of a regional plan as described in WIOA Section 106(c)(2); and

WHEREAS, the WDB has prepared a local plan and participated in the development of the regional plan, and COUNTY has approved such plans prior to their submission to the State; and

WHEREAS, the WDB has been designated by the COUNTY to provide policy guidance for administration and operations, while exercising oversight with respect to activities under the Local Workforce Plan for the LWDA; and

WHEREAS, the WIOA requires that the scope and specific nature of the partnership in the LWDA be defined and determined by local agreement between the CLEO, and WDB; and

WHEREAS, the parties, including the MCWIC as the administrative and fiscal agent for the LWDA, have previously entered into an agreement, Madera County Contract No. 10561-C-2016, dated January 26, 2016, for the purposes described herein and said Contract is hereby superseded in full by this Contract

AGREEMENT

NOW THEREFORE, in consideration of the recitals set forth above, which are incorporated herein by reference, and the mutual covenants and undertaking set forth herein, the mutual receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Roles and Responsibilities of County**: The CLEO, on behalf of the COUNTY, shall serve as the local grant recipient for, and shall be liable for any misuse of, the grant funds allocated to the local area under WIOA sections 128 and 133, unless the CLEO reaches an agreement with the Governor for the Governor to act as the local grant recipient and bear such liability. As grant recipient, COUNTY shall fulfill, or cause to be fulfilled, the following responsibilities:

1.01 COUNTY shall designate MCWIC to serve as the local fiscal agent/local grant recipient. Such designation shall not relieve the County of any misuse

of grant funds as described in WIOA Section 107 (d)(12)(B)(i)(1); COUNTY shall confirm adequate accounting, auditing, management information and reporting systems are in place to comply with the WIOA, and any and all regulations and/or those directives as may be prescribed by the Governor, and all other applicable, associated federal and state laws and regulations; COUNTY will provide a point of contact from the COUNTY Auditor/Controllers office for submission of administrative and fiscal related compliance and oversight documentation from MCWIC. COUNTY will maintain oversight documentation and record keeping for COUNTY audit purposes.

- 1.02 COUNTY shall in partnership with the WDB, approve local and regional plans and Partner Memoranda of Understanding that meet the requirements in WIOA section 108.
- 1.03 COUNTY shall designate one of the Board of Supervisors members as a liaison with the WDB, which will enhance COUNTY Board of Supervisors' familiarity with WIOA, programmatic oversight, and commitment to the WIOA, WDB activities, and encourage communication between the parties to this Agreement. This WDB member shall have the same rights as any other member. This member shall be responsible for keeping the COUNTY Board of Supervisors apprised on the programs/systems operating under the direction/administration of the WDB and report out to the COUNTY Board of Supervisors meeting following each WDB meeting.
- 1.04 COUNTY shall comply with the provisions of the California Unemployment Insurance Code 14000-14004.5, fiscal controls established by the State as

outlined in the WIOA section 184, and any and all regulations and/or directives that may be prescribed by the Governor, without compromise of its remedies against the WDB AND MCWIC, including but not necessarily limited to indemnification and contribution.

1.05 COUNTY shall, consistent with the WIOA, appoint all members of the WDB.

1.06 COUNTY's obligations under this Agreement shall be limited to making available to the MCWIC the funding that COUNTY receives from other agencies, entities, or jurisdictions, including federal and state funding sources, and which funds are intended for use in carrying out the intent and purpose of this Agreement. Under no circumstances shall COUNTY be responsible for providing funding under this Agreement that is unrelated to the WIOA purposes.

2. **Roles and Responsibilities of MCWIC**: MCWIC shall be designated herein as the administrative and fiscal agent and local grant recipient for programs and systems initiated pursuant to the WIOA and any and all regulations and/or those directives as may be prescribed by the Governor during the term of this Agreement. As the administrative and fiscal agent, MCWIC is hereby granted the authority to:

2.01 Carry out the required fiscal and administrative functions as determined by MCWIC and the WDB.

2.02 Negotiate and enter into separate agreements related to the provision of WIOA related services and other professional services consistent with, and deemed by MCWIC to be necessary to carry out its responsibilities as the local provider of WIOA Career Services without further approval of COUNTY, except as provided in this Agreement.

- 2.03 Expend funds sub-vented to MCWIC by COUNTY under the WIOA for the purpose of providing WIOA Career Services for the LWDA, as well as such other funds as may, from time to time, be made available to MCWIC, without further approval of COUNTY, except as provided for in this Agreement.
- 2.04 Take responsibility for the day-to-day management and operations of WIOA Career Services for the LWDA. In carrying out these responsibilities, MCWIC hereby agrees to:
- 2.04.1 Establish and maintain an adequate fund accounting, auditing, and management information and reporting system on operations and expenditures.
- 2.04.2 Provide written reports to COUNTY, pursuant to its request, regarding program operations, performance, and expenditures, as well as other activities being conducted. Reports shall include monthly MCWIC financial reports approved by the MCWIC Board, quarterly expenditure reports submitted to EDD, annual monitoring guide and reports (completed by EDD and/or all other agencies as applicable to the WIOA), annual Schedule of Expenditures of Federal Awards, annual MCWIC Single Audit Report, and annual MCWIC 990 Financial report. Additional year end reports may be requested by the COUNTY auditor and will be provided upon request.
- 2.04.3 Act as the provider of Career Services for WIOA Adult and Dislocated Worker programs through June 30, 2019, as approved by COUNTY at their meeting on February 21, 2017 and

subsequently approved by the State Workforce Board at their meeting on April 27, 2017.

2.04.4 Procure audits of funds and program activities as required by the WIOA and work to resolve any questions or irregularities identified through such audits.

2.04.5 Develop and manage a system to hear and resolve grievances, which may be brought by participants, contract service providers, vendors/training providers, and interested parties, as required by the WIOA.

3. **Purpose of the WDB**: The WDB shall be organized to serve as Workforce Development Board of Madera County as established by the WIOA sec. 107 (d). It shall function in accordance with the provisions of the WIOA and any and all associated enabling legislation, regulations, and/or executive orders, to carry out the primary purposes of the WDB as follows:

3.01 Increase the involvement of the business community, educational institutions, organized labor, government agencies, community-based organizations and economic development agencies in WIOA activities authorized by the WDB.

3.02 Identify, implement and administer effective approaches to increase employment opportunities for job seekers or anyone who wants to advance his or her career, including targeted populations.

- 3.03 Operate as the primary agency for implementation of various transitional needs as mandated by the WIOA prior to local designation by the State of California as a LWDA.
- 3.04 Provide WIOA activities, through statewide and local workforce development systems, that increase the employment, retention, and earnings of participants, while increasing occupational skills of participants, resulting in the improvement of the quality of the workforce, reduction of welfare dependency, and enhancement of the productivity and competitiveness of COUNTY.
- 3.05 Act as a catalyst for workforce retention and expansion, while a forum for all workforce policy.

4. **Roles and Responsibilities of the WDB:** In partnership with COUNTY in the implementation of the WIOA, WDB shall assume the following responsibilities:

- 4.01 Establish the respective roles and responsibilities of the COUNTY and the WDB, for implementation of the WIOA at the local level.
- 4.02 Develop, in partnership with the CLEO, a local workforce plan to the Governor that meets the requirements in section 108. If the local area is part of a planning region that includes other local areas, the local board shall collaborate with the other local boards and CLEO's from such other areas in the preparation and submission of a regional plan as described in section 106(c)(2). The plan will be prepared and submitted in accordance with the following conditions:

- WDB shall identify the employment needs of the LWDA's unemployed, the labor force needs of area employers and economic development activities in the area while conducting such other analyses as are required by the WIOA, which the WDB determines to be appropriate and necessary in order to discharge its responsibilities;
- WDB shall solicit the input and participation of the local business community regarding the provision of activities and workforce development system services to customers of the LWDA;
- WDB shall develop and maintain a process to secure public input and comment on the Local Workforce Development Plan and programs to be funded and provided under the WIOA, and shall insure that the COUNTY Board of Supervisors reviews and approves the plans prior to submission to the Governor; and
- WDB shall, upon approval and signature of the WDB and the COUNTY, be responsible for submittal of the Local Plan to the Governor for approval.

4.03 Carry out workforce research and regional labor market analysis to assist in the development of analyses of economic conditions in the region, assist in the developing of statewide workforce and labor market information, and assist in conducting research, data collection and analysis related to the workforce needs of the regional economy as the board.

4.04 Convene local workforce development system stakeholders to assist in the development of the local plan under section 108 and in identifying non-

Federal expertise and resources to leverage support for workforce development activities.

- 4.05 Lead efforts to engage with a diverse range of employers and with entities in the region involved to promote business representation on the local board, develop effective linkages with employers in the region to support employer utilization of the local workforce development system, ensure local workforce activities meet the needs of the employers and support economic growth, and to develop and implement proven or promising strategies for meeting the employment and skill needs of the workers and employers, that provide the skilled workforce needed by employers in the region, and that expand employment and career advancement opportunities for workforce development system participants in in-demand industries and sectors or occupations.
- 4.06 Identify and promote proven and promising strategies and initiative for meeting the needs of employers, workers, and job seekers, such as physical and programmatic accessibility, in accordance with section 188.
- 4.07 Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers, and job seekers.
- 4.08 Conduct oversight, in partnership with the CLEO for local Adult, Dislocated Worker, and Youth workforce development activities, and ensure appropriate use and management of funds for the activities and system.

- 4.09 Negotiate and reach agreement with the Governor on the local performance accountability measures as described in section 116(c), in collaboration with the CLEO.
- 4.010 With the agreement of the CLEO, designate and certify one-stop operators as described in section 121(d)(2)(A).
- 4.011 Identify eligible providers of youth workforce development activities in the local area by awarding grants or contracts on a competitive basis, and identify eligible training providers in the local area that provide the individuals with consumer choice options for training.
- 4.012 Develop a budget for the activities in the area, consistent with the local plan and the duties of the local board under this section, subject to the approval of the CLEO.
- 4.013 Assess the physical and programmatic accessibility, in accordance with section 188 and applicable provisions of the Americans with Disabilities Act of 1990, of all one-stop centers in the local area.
- 4.014 Work with the State to ensure that there are sufficient numbers and types of providers of career and training services serving the local area and providing the services in a manner that maximizes consumer choice, as well as providing opportunities that lead to competitive integrated employment for individuals with disabilities.
- 4.015 Coordinate activities with education and training providers in the local area, including reviewing applications to provide adult education and literacy activities under Title II to determine whether such applications are consistent with the local plan, making recommendations to the eligible

agency to promote alignment with such plan, and replicating an implementing cooperative agreements to enhance the provision of services to individuals with disabilities and other individuals.

- 4.016 Lead efforts, in collaboration with secondary and post-secondary education program representatives, to develop and implement career pathways within the local area by aligning the employment, training, education, and supportive services needed by adults, and youth, particularly those with barriers to employment.
- 4.017 Make available to the public, on a regular basis through electronic means and open meetings, information regarding the activities of the local board, including information regarding the local plan, regular membership, designation and certification of one-stop operators, and award of grants or contracts to eligible providers of youth workforce development activities.
- 4.018 In conjunction with MCWIC, hire a director and other staff to assist in carrying out the functions using funds available under sections 128(b) and 133(b) as described in section 128(b)(4), as desired. The board shall ensure the individuals selected have the requisite knowledge, skills, and abilities, to meet identified benchmarks and to assist in effectively carrying out the functions of the local board. The director and staff shall be subject to the limitations on the payment of salaries and bonuses described in section 194(15).

4.019 Provide career services described in section 134(c)(2) through a one-stop delivery system or be designated or certified as a one-stop operator only with the agreement of the CLEO in the area and the Governor.

5. **Selection and Approval of One-Stop Operator:** The WDB will competitively select an entity to act at the One-Stop Operator for the local system using a process that is consistent with the Federal Uniform Guidance set out at 2 CFR 200.318.

The selected One-Stop Operator will, at minimum:

5.01 Coordinate the service delivery of required one-stop partners and service providers, as outlined in the established Memoranda of Understanding (MOU);

5.02 Provide reports to the Local WDB regarding the assessment of compliance with each MOU between the WDB and the one-stop partners;

5.03 Participate in the coordination of partner meetings no less than once per quarter, to review one-stop operations, compliance with MOUs, staff development training, and other items designated or requested by the WDB.

5.04 Provide an end of year comprehensive report to the WDB regarding all items listed above; and

5.05 Complete any other duties that may be necessary to fulfill the requirements of 20 CFR 678.620 to maintain compliance as the One-Stop Operator.

6. **Resolution of Disagreements:** It is the joint authority and responsibility of all parties to this Agreement to ensure effective delivery of WIOA activities to employers and job seekers. In the event the WDB and COUNTY cannot reach a mutually satisfactory agreement on approval of the Local Workforce Development Plan, WDB and COUNTY shall meet and attempt to resolve such disagreement. When one or more parties to this

Agreement concludes that consensus between WDB and COUNTY cannot be reached, any and all unresolved issues pertaining to the plans shall be submitted for a binding determination made by a four-member panel consisting of one representative of the MCWIC, one representative of COUNTY, one representative of the WDB, and one impartial representative of the Governor's office, or a designee, who is acceptable to the parties.

7. **Receipt of Other Funds:** This Agreement does not preclude or limit the receipt by MCWIC of other governmental or non-governmental funds, either directly or indirectly. Any funds received directly by MCWIC shall be accounted for in the same manner as, and subject to the same financial procedures and control as the WIOA funds expended by MCWIC, except that private funds may be accounted for separately by using accepted accounting procedures.

8. **Term of Agreement:** This Agreement, and its force and effect on the activities, responsibilities and relationships defined herein, shall be effective commencing with its execution by the parties and shall continue until terminated as provided for herein.

9. **Termination:** COUNTY, MCWIC or the WDB may terminate this Agreement upon one hundred-eighty (180) calendar day's prior written notice to all parties specifying the date of termination. Any party may terminate this Agreement for cause by giving all parties five (5) calendar day's prior written notice of its intent to so terminate. Cause shall include, but not be limited to, the material breach of this Agreement by any party hereto or the immediate loss of significant governmental or grant funding (greater than 50% of the total WDB budget) by any party hereto. The breaching party shall have five (5) days from receipt of written notice by the non-breaching party to cure all material breaches of this Agreement.

10. Amendments: COUNTY, MCWIC, or the WDB may propose amendments to this Agreement at any time. Any amendment to this Agreement shall be in writing and require the written consent of each party hereto.

11. Notices: All notices hereunder shall be in writing served either by personal delivery or by first class mail (postage pre-paid) as follows:

County of Madera
Chairman, Board of Supervisors
200 West 4th Street
Madera, CA 93637

Madera County Workforce Investment Corporation
Executive Director
2037 West Cleveland Avenue
Madera, CA 93637

Workforce Development Board of Madera County
Board Chair
2037 West Cleveland Avenue
Madera, CA 93637

12. Indemnification/Hold Harmless: To the fullest extent permitted by law, each party shall indemnify, defend (at the indemnifying party's sole cost and expense), protect and hold harmless the other parties and each of their officers, employees, agents, and volunteers, and all representatives, successors, and assigns, from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgment fines, penalties, forfeitures, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and any and all other professional, expert or consultants' fees and costs and general and administrative expenses) of every kind and nature whatsoever (individually, a "claim;" collectively,

“claims”), which may arise from or in any manner relate (directly or indirectly) to, and only to the extent of, the negligent and/or willful acts, errors and/or omissions of the indemnifying party, its officers, officials, agents, employees, person(s) under the supervision of the indemnifying party, vendors, suppliers, contractors, subcontractors, consultants, anyone employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them, in performing any work or services to be provided under this Agreement.

13. Governing Law: This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California. Venue for the purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Madera County, California.

14. Severability: Should any part, term, portion, or provision of this Agreement be in conflict with any law of the United States or of the State of California, or otherwise unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions shall be deemed severable, enforceable and in effect, provided that such remaining portions or provisions can be construed in substance to constitute the intended Agreement of the parties.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
the date first above written:

Attest

By: *Shonda Carroll*
Clerk, Board of Supervisors

County of Madera

By: *Jim Allen*
Chairman, Board of Supervisors

Approved as to Legal Form:

By: _____
County Counsel



Madera County Workforce Investment Corporation

By: *Debi Bray*
Debi Bray, Chair

Workforce Development Board of Madera County

By: *Brett Frazier*
Brett Frazier, Chair

By: *Elaine M. Craig*
Elaine M. Craig, Executive Director

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
the date first above written:

Attest

By:

Clerk, Board of Supervisors

County of Madera

By:

Chairman, Board of Supervisors

Approved as to Legal Form:

By:




Dale E. Bacigalupi, Deputy County Counsel



**Madera County Workforce Investment
Corporation**


By:



Debi Bray, Chair

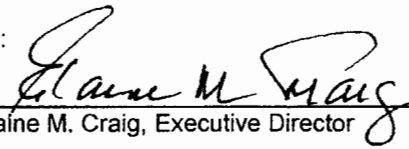
**Workforce Development Board of Madera
County**

By:



Brett Frazier, Chair

By:



Elaine M. Craig, Executive Director