

AGREEMENT
(Stanislaus County – Stanislaus County Workforce Development Board)

THIS AGREEMENT is made and entered into, as of the date last signed below, with an effective date of July 1, 2017 (the "**Effective Date**"), by and between the STANISLAUS COUNTY WORKFORCE DEVELOPMENT BOARD, a duly appointed and certified workforce development board under applicable state and federal laws ("**StanWDB**"), and STANISLAUS COUNTY, a political subdivision of the State of California (the "**County**"). StanWDB and County are sometimes collectively referred to herein as the "**Parties**" and singularly by their individual names or as a "**Party**."

RECITALS:

WHEREAS, The federal Workforce Investment Act of 1998 (Public Law 105-220, 29 U.S.C. § 2801, et seq.), as amended (the "**WIA**"), funded local governments within locally determined workforce investment areas that assumed responsibilities for job training, employer services, community services, and other purposes through an integrated delivery system;

WHEREAS, The federal Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128, 29 U.S.C. § 3101, et seq.) (the "**WIOA**") amended and superseded the WIA in order to strengthen the United States workforce development system through innovation in, and alignment and improvement of, employment, training,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;

WHEREAS, The County has been designated as the Local Workforce Investment Area ("**Local Area**") in the local area, and, pursuant to the WIOA, the Stanislaus County Board of Supervisors is the designated Chief Elected Official of this Local Area;

WHEREAS, The WIOA requires the establishment of a local Workforce Development Board ("**WDB**") to provide policy guidance and oversight with respect to a local workforce plan ("**Local Plan**") developed by the WDB and submitted to the Governor;

WHEREAS, The County designated StanWDB as the Local Area WDB and adopted Bylaws by County Resolution 2016-171 dated April 5, 2016, and amended those Bylaws by County Resolution 2016-273, dated June 7, 2016;

WHEREAS, StanWDB and County now desire to enter into this Agreement in order to comply with the WIOA, to further clarify the Parties respective roles and responsibilities under WIOA, and to supplement StanWDB's existing Bylaws (attached hereto as "Exhibit 1" and hereby incorporated into this Agreement);

WHEREAS, It is the Parties' intend to maximize local control and decision making over individual employment and training programs while using each Parties' expertise and infrastructure where appropriate for the administration of WIOA's funded programs

including, but not limited to, evaluating training needs of the public and private sector, and providing program oversight; and

WHEREAS, The Parties intend for StanWDB to be vested with authority, for the design, development, administration, and operation of the workforce system in the Local Area.

Now, therefore, THE PARTIES AGREE THAT:

The STANISLAUS COUNTY WORKFORCE DEVELOPMENT BOARD shall be responsible for:

1. Providing policy recommendation to the County on matters pertaining to the provision of service under the Act.
2. Develop and submit a 4-year local plan for the local area, consistent with WIOA sec. 108.
3. Develop and submit a regional plan in collaboration with other local areas.
4. Subject to the approval of the Board of Supervisors, the Workforce Development Board will select America's Job Center of California operators, youth service providers, training providers, and career service providers.
5. Designate the one-stop operator(s) and providers for programs, subject to the approval of County.
6. Establish membership of subcommittees as required by WIOA.
7. Provide Program Oversight.
8. Negotiate and reach agreement on local performance measures with the Board of Supervisors and the Governor.
9. Conduct workforce research and regional labor market analysis to include:
 - a. Analysis and regular updates of economic conditions, needed knowledge and skills, workforce, and workforce development (including education and training) activities to include an analysis of the strengths and weaknesses (including the capacity to provide) of such services to address the identified education and skill needs of the workforce and the employment needs of employers;
 - b. Assistance to the Governor in developing the statewide workforce and labor market information system under the Wagner-Peyser Act for the region; other research, data collection, and analysis related to the workforce needs of the regional economy as the board, after receiving

input from a wide array of stakeholders, determines to be necessary to carry out its functions.

10. Convene local workforce development system stakeholders to assist in the development of the local plan and in identifying non-Federal expertise and resources to leverage support for workforce development activities. Such stakeholders may assist the Local Board and standing committees in carrying out convening, brokering, and leveraging functions at the direction of the Local Board.
11. Employer Linkages Coordinating workforce investment activities with economic development strategies.
12. Ensuring the effective provision of convening, brokering and leveraging activities.
13. In the implementation of Workforce Development Plans, the Workforce Development Board shall seek the involvement of local business, local school districts, community colleges, Regional Occupational Centers and Programs, EDD's Job Service, public assistance agencies, Department of Rehabilitation, Organized Labor, community based organizations, and Economic Development Agencies. The involvement of these agencies is to identify services and resources available under WIOA and develop linkages among service providers.
14. The Workforce Development Board shall provide periodic reports to the County at the direction of the County Administrator.

The COUNTY shall be responsible for:

15. The County shall act as the Grant Recipient in accordance with Section 107 of the Workforce Innovation and Opportunity Act.
16. 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 Act.
17. The County has designated Alliance Worknet to act as the WIOA administrative entity and the local fiscal agent under Section 107 of the Workforce Innovation and Opportunity Act;
18. Alliance Worknet will act as staff to Workforce Development Board in accordance with Section 107 of the Workforce Innovation and Opportunity Act;
19. The County shall administer programs as described in the Workforce Development Plan and consistent with the Act and the Rules and Regulations promulgated to carry out the Act, as well as other Federal, State and local laws,

Rules and Regulations Administrative responsibility and authorities, which shall include:

- a. 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.
 - b. Collection of program data necessary for management evaluation and the preparation of required and desired reports.
 - c. Monitoring and evaluation of program operations, pursuant to the Act.
 - d. Contracting with vendors and agencies for services described in the Workforce Development Plan.
 - e. Determination and verification of participant eligibility as described in the Act.
 - f. Procurement and maintenance of fixed assets and expendable supplies necessary for program operation.
 - g. Selection and hiring of staff.
 - h. Other administrative duties and responsibilities as required by the Act of the Grant Recipient and Administrator.
 - i. Recruitment and appointment of members to fill vacancies on the Workforce Development Board, in accordance with this Agreement, Workforce Development Board Bylaws, and WIOA. Workforce Development Board vacancies will be filled within sixty (60) days of occurrence.
 - j. Appointment or reappointment of the WDB Chairperson by affirming, the Chairperson selected by the Workforce Development Board membership or appointing another private sector representative on the Workforce Development Board to serve as Chairperson.
20. The County shall procure audits of funds as required under the Act and shall address any questions arising from said audits.
 21. The County shall develop and manage a system to hear and resolve grievances brought by participants, vendors, and other interested parties, as required by the Act.

22. The Workforce Development Board and the County will maintain a consolidated office support and staff structure.
23. The Executive Director of Alliance Worknet shall be the managing officer of StanWDB and shall direct the consolidated staff and office support of the Workforce Development Board.

Membership:

24. The members of the Workforce Development Board shall receive no remuneration for their services except that the County permits actual and necessary costs consistent with federal funding.
25. Workforce Development Board members will be considered County Officials for the purposes of the California Tort Claims Act.

Administrative Procedures:

26. In addition to the State and federal requirements for Workforce Development Boards, StanWDB shall comply with the County's ordinances and administrative procedures.
27. Unless otherwise required by law or approved by the County Board of Supervisors, the County Board of Supervisors or the County Purchasing Agent shall execute all contracts for the Workforce Development Board.

Conflict of Interest:

28. No individual in a decision-making capacity, including StanWDB members shall engage in any activity, including participation in the selection, award, or administration of a subgrant or contract supported by WIOA funds if a conflict of interest, real or apparent, would be involved. Such conflict would arise when the individual, and member of the individual's immediate family, the individual's partner or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm or organization selected for award. The officers, employees, or agents of the agency making the award will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements. StanWDB members shall not participate in financial matters before the Workforce Development Board that pertain to organizations that they represent.
29. Neither membership on the Workforce Development Board, nor the receipt of WIOA funds to provide training and related services shall be construed, by themselves, to violate the provisions of this section.

Term:

- 30. 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 prior to the beginning of a new term.
- 31. This agreement may otherwise be terminated by mutual agreement of StanWDB and County or by written notice of one Party to the other Party not less than three (3) months prior to the effective date of the termination

Non-Allocation of Funds:

- 32. The terms of this Agreement and the services to be provided hereunder are contingent on the approval of funds by certain government agencies. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated by County by giving StanWDB thirty (30) days advance written notice.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]


IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.


“StanWDB”

“County”


STANISLAUS COUNTY WORKFORCE DEVELOPMENT BOARD, a duly appointed and certified workforce development board

STANISLAUS COUNTY, a local workforce investment area

By 
Its WORKFORCE DEVELOPMENT BOARD CHAIR
Date: 6/5/17

By 
Its Chairman, Board of Supervisors
Date: 6/15/17

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 
Amanda DeHart, Deputy County Counsel