
AGREEMENT

by and between the

COUNTY OF MERCED

and the

**MERCED COUNTY WORKFORCE
DEVELOPMENT BOARD**

Agreement No. __



**WORKFORCE INNOVATION AND OPPORTUNITY ACT of 2014 (WIOA)
(P.L. 113-128)**

SECTION 1 - THE PARTIES

The representative of the County of Merced shall be:

Chairperson
Merced County Board of Supervisors
2222 M Street
Merced, California 95340

The representative of the WDB shall be:

Chairperson
Merced County Workforce Development Board
800 7th Street
Los Banos, California 93635

All demands and notices required by this agreement shall be presented in writing and addressed as set forth above.

SECTION 2 - DEFINITIONS

- A. "Chief Local Elected Official" or "CLEO" shall mean the Chairperson of the Merced County Board of Supervisors, acting under authorization and with approval of the Merced County Board of Supervisors.
- B. "Individual Training Account" (ITA) shall mean an account described in and created pursuant to Section 134(c)(F)(iii) of the Opportunity Act.
- C. "Local Plan" shall mean the Four-Year Local Plan required to be developed under Section 108(a) of the WIOA.
- D. "Local Workforce Development System" shall mean all those entities which are responsible for and operate or administer workforce development, employment, education and other human resource programs and activities within the Local Workforce Development Area.
- E. "One-Stop Delivery System" shall mean activities that are either funded under Section 121 of WIOA or activities that are carried out through a One-Stop Delivery System described in Section 121(a) of the WIOA.
- F. "WIOA Administrative Entity" shall mean the Merced County Department of Workforce Investment, a department of Merced County ("DWI").
- G. "WIOA Administrator" shall mean the Director of DWI or his appointee, who is authorized to act on behalf of the WIOA Administrative Entity and shall be the sole representative(s) of the WIOA Administrative Entity to the Workforce Development Board (WDB).

- H. “WIOA Local Area” shall mean the geographical area of the County of Merced within which Merced County and the WDB are authorized by the State of California (“State”) to provide workforce development programs under WIOA.
- I. “WIOA One-Stop Partners” shall mean those entities identified in WIOA Section 121(b)(1) and such other entities identified in WIOA Section 121(b)(2) as selected by the WDB and CLEO.
- J. “Workforce Development Board” or “WDB” shall be that entity that defined in Section 107 of WIOA.
- K. “Workforce Innovation and Opportunity Act” or “WIOA” shall mean the Workforce Innovation and Opportunity Act of 2014, Public Law 113-128 (29 U.S.C. §3101 et seq.), as it may be amended from time to time, and the implementing rules and regulations adopted thereto.

SECTION 3 –BACKGROUND/PURPOSE

Workforce Innovation and Opportunity Act (WIOA) is a bipartisan bill that was signed into law on July 22, 2014, to amend the Workforce Investment Act (WIA) of 1998 and strengthen the nation’s workforce development system through innovation in and alignment with and improvement of employment, training and education programs, and to promote individual and economic growth. WIOA authorized each Governor to establish Local Workforce Development Areas (LWDA) for the conduct of workforce development activities, under the oversight of WDBs. Governors are also obligated to cluster LWDA’s by region, consistent with labor markets, to encourage mutual planning and investment in promising and proven workforce development practices.

A WDB is charged with ensuring the appropriate use and management of WIOA funds in a LWDA. The Chair of a WDB and the majority of the WDB’s members must be representatives of the business/employer community. The balance of a WDB’s membership includes representatives of educational institutions, organized labor and joint labor-management apprenticeship programs, economic and community development entities, community-based organizations, etc.

All members of a WDB are appointed by the CLEO of a LWDA. An agreement must be executed between the CLEO and the WDB explaining the WIOA related duties and responsibilities of each party.

The purpose of this Agreement is to outline and define the roles and responsibilities of the CLEO of the LWDA, the WDB and the Administrative Entity in accordance with WIOA.

SECTION 4 –PRIMARY RESPONSIBILITIES

The primary responsibilities of the parties are set forth below. More detailed responsibilities are described in subsequent provisions of this Agreement.

4.1 CLEO Responsibilities and Authority

The CLEO is responsible and has the authority, with of approval of the Board of Supervisors at a regularly scheduled or emergency board meeting pursuant to code, to conduct the following actions:

- A. Appointment of WDB members and filling vacancies according to Board of Supervisors procedures;
- B. Approval of the Four (4) Year Local Plan, in partnership with the WDB;
- C. Approval of the Four (4) Year Regional Plan, in partnership with the WDB;
- D. Review and approval of the budget for those components of the Local Workforce Development System over which the parties have such authority pursuant to Section 107 of WIOA;
- E. Negotiate with the State concerning the Local Performance Standards, or delegate such authority to negotiate to the WDB or DWI on their behalf;
- F. To the extent feasible, align all investments in workforce development in the Area, whether WIOA resources or other resources, under the policy umbrella of the local WDB; when applicable, ensure that policies of the local WDB for workforce development become integrated into county and city overall policies for economic development, education, and workforce development;
- G. Other functions as assigned by agreement between the CLEO and the WDB, by this Agreement, by WIOA, and by the State;
- H. Approval of all contracts entered into by or on behalf of the WDB, Merced County, or DWI. Any training contracts that are exceptions to the Individual Training Account (ITA) must also be approved by the local WDB;
- I. Procurement of audits of funds as required by WIOA and resolution of any questions arising from said audits;
- J. Confirmation of proposed WDB members; and,
- K. Provide funds made available under WIOA for staff, AJCC center sites and other operating needs to the local WDB, to carry out its roles and responsibilities. The level of support will be jointly agreed to by the CLEO and the local WDB through the annual operational budget.

4.2 WDB Responsibilities and Authority

The WDB is responsible for: providing lead policy direction on all matters pertaining to the

overall WIOA program, the Four (4) Year Local Plan, the Four (4) Year Regional Plan, including independent oversight and evaluation of such policy, in consultation with the CLEO; setting forth workforce policies for residents of Merced County, its job seekers and employers; soliciting private sector participation in the program; and, identifying the training needs of the business community. The WDB shall conduct research, data collection, and analysis related to the workforce needs of the regional and local economy. The WDB shall also:

- A. The WDB shall convene local workforce development system stakeholders to assist in the development of the local plan and identify non-federal resources and support for workforce development activities;
- B. The WDB shall lead efforts to engage employers, as well as develop linkages and establish industry and sector partnerships with employers;
- C. The WDB shall lead efforts to develop and implement career pathways for youth and adults;
- D. The WDB shall develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for job seekers, workers, and employers;
- E. The WDB, in partnership with the chief elected official for the local area, shall conduct oversight of local workforce development programs/activities, and ensure the appropriate use, management and investment of workforce development funds;
- F. The WDB, the CLEO and the Governor shall negotiate and reach agreement on local workforce development performance measures;
- G. The WDB shall designate and certify one one-stop operators, select youth service deliverers, and identify eligible training providers;
- H. The WDB shall review applications to provide adult education and literacy/Carl D. Perkins Career and Technical Education Act of 1973 activities in the local area, and make recommendations to promote alignment with Rehabilitation Act of 1973 services;
- I. The WDB shall develop a budget for the activities of the WDB in the local area, consistent with the Local Plan and the duties of the WDB subject to the approval of the CLEO; and,
- J. The WDB may solicit and accept grants and donations for workforce development activities.

4.3 Merced County Department of Workforce Investment Responsibilities and Authority

DWI, as the WIOA Administrative Entity and staff to the WDB, has the responsibility and authority to take the following actions:

- A. Administration of the Four (4) Year Local Plan as approved by the WDB and the CLEO including:
- i. Execution of all necessary grant agreements related to WIOA programs with the State, federal or other governmental agencies;
 - ii. Negotiate and execute agreements with program providers, America's Job Center of California Centers, worksite agreements, leases, marketing contracts and memorandum of understanding as necessary for implementation of the WIOA program subject to approval of Merced County Counsel as to form and legality;
 - iii. Negotiate memoranda of understanding with other entities including employers and WIOA One-Stop Partners as described in WIOA;
 - iv. Negotiate amendments to the agreements mentioned above;
- B. Administration of the Four (4) Year Regional Plan for the San Joaquin Valley and associated counties, as approved by the WDB and CLEO including:
- i. Execution of all necessary grant agreements related to WIOA programs with the State, federal or other governmental agencies;
 - ii. Negotiate and execute agreements with program providers, America's Job Center of California Centers, worksite agreements, leases, marketing contracts and memorandum of understanding as necessary for implementation of the WIOA program subject to approval of Merced County Counsel as to form and legality;
 - iii. Negotiate memoranda of understanding with other entities including employers and WIOA One-Stop Partners as described in WIOA;
- C. Disbursement of all funds under WIOA and related to program operations;
- D. Duties and activities required to carry out the joint responsibilities of the CLEO and local WDB's oversight responsibilities;
- E. Develop and manage a system to hear and resolve grievances brought by participants, vendors and other interested parties;
- F. Provide staff to the local WDB;
- G. Select and hire staff to provide the administrative, programmatic support, and career services necessary to carry out the local WDB's plans and policies; and,
- H. Utilize business services representatives as a part of WIOA defined efforts to engage business on a local and regional level.

SECTION 5 –NOMINATION AND APPOINTMENT OF WDB MEMBERS

5.1 Local Board Appointments

The CLEO agrees to appoint local Workforce Board members in accordance with the Workforce Innovation and Opportunity Act, implementing federal regulations, criteria established by the State, and this Agreement. Any vacancy in membership shall be filled in the same manner as the original appointment.

The Chairperson of the local Workforce Board shall be elected by the local Workforce Board from the private sector members, as specified in accordance with WIOA.

5.2 WDB Member Terms

Terms for all WDB members shall be four (4) years. Members may be reappointed for additional four (4) year terms. Officers shall have a term of two (2) years, and may be reappointed thereafter.

SECTION 6 –WDB/COUNTY OF MERCED COOPERATIVE SUPPORT

In accordance with county, state and federal rules and regulations, and under the provisions of WIOA; the WDB, CLEO, and Merced County Board of Supervisors will cooperate in carrying out all shared responsibilities under this Agreement.

SECTION 7 –GENERAL PROVISIONS

This agreement is made pursuant to WIOA, and related rules and regulations promulgated to carry out the purposes of WIOA. This agreement is in compliance with all required rules and regulations. In addition, the following general provisions apply:

- A. WDB Liability (Indemnification): The County of Merced undertakes and agrees to defend, indemnify and hold harmless the WDB and its duly appointed members from and against all suits and causes of action, claims, losses, demands and expenses from damages and liability arising by reason of, or incident to the performance of this agreement on the part of the WDB in the administration of the LWDA WIOA program as required by WIOA, except for active negligence, willful misconduct and acts without authority of the WDB or its duly appointed member(s). The County of Merced assumes no liability for WDB activities beyond the scope of this Agreement and/or WIOA.
- B. Effective Term of Agreement: The term of this agreement shall commence as of the date on which the last party signs this agreement, and shall continue for four (4) years thereafter. Either party may terminate this agreement upon providing sixty (60) days advance written notice to the other party.
- C. Grievances: The DWI shall develop and manage a system to hear and resolve grievances brought by program participants, program providers, and other interested

parties as required by WIOA.

- D. Authority: By signing this agreement, the parties make an affirmative representation to the others that they have the authority to bind their respective entities.
- E. Amendment: This agreement may be amended at any time by the written, signed consent of all parties. Amendments to this agreement shall require a simple majority approval of both the local WDB and the Board of Supervisors.
- F. Resolution of Issues: Issues of disagreement will be resolved by a joint meeting of the WDB and the CLEO (or their designee), with recommendations forwarded to the Board of Supervisors for final approval.
- G. County Counsel: It is understood and recognized that the County of Merced's County Counsel shall act as legal counsel for the WDB in all matters which pertain to the execution of its duties under WIOA or workforce investment.
- H. Severability: If a court of competent jurisdiction holds any provision of this agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected.
- I. Duplicate Counterparts: This agreement may be executed in counterparts, each of which shall be deemed a duplicate of the original.

IN WITNESS WHEREOF, the County of Merced and the Merced County Workforce Development Board have caused this agreement to be executed by their duly authorized representatives.

CHIEF LOCAL ELECTED OFFICIAL

MERCED COUNTY WORKFORCE DEVELOPMENT BOARD

 Daron McDaniel
 Chairman
 Merced County Board of
 Supervisors

 Michael Altomare
 Chairman
 WDB

Date

Date

APPROVED AS TO LEGAL FORM:

 James N. Fincher
 Merced County Counsel

Date