

WORKFORCE INVESTMENT BOARD

LOCAL ELECTED OFFICIAL

AGREEMENT

DATE:

PARTIES:

COUNTY: County of San Joaquin
Courthouse - Room 707
222 E. Weber Avenue
Stockton, CA 95202

WIB: Workforce Investment Board
of San Joaquin County
Workforce Investment Area

RECITALS:

This agreement is entered into under the Workforce Investment Act of 1998, hereinafter referred to as the Act, which is primarily found in Public Law **105-220**, as amended.

AGREEMENT:

THE PARTIES AGREE THAT:

The SAN JOAQUIN COUNTY WORKFORCE INVESTMENT BOARD shall be responsible for:

Providing policy recommendation to the County on matters pertaining to the provision of service under the Act.

DUTIES:

1. Developing the 5-year local workforce investment plan;
2. Subject to the approval of the Board of Supervisors, the Workforce Investment Board will select WorkNet Center operators, youth service providers, training providers, and intensive service providers;
3. Subject to the approval of the Board of Supervisors, the Workforce Investment Board will develop a budget for the San Joaquin County Workforce Investment System;
4. Program Oversight;
5. Negotiating and reaching agreement on local performance measures with the Board of Supervisors and the Governor;
6. Assisting the Governor in developing the Statewide employment statistics system described in section 15 (e) of the Wagner-Peyser Act;
7. Employer Linkages--Coordinating workforce investment activities with economic development strategies, and;
8. Ensuring the effective provision of connecting, coaching and brokering activities.
9. In the development of Workforce Investment Plans, the Workforce Investment Board shall seek the involvement of 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 in the WIA and develop linkages among service providers.

10. The Workforce Investment Board shall provide periodic reports to the County at the direction of the County Administrator.

MEMBERSHIP:

11. The Workforce Investment Board shall not change the numbers of its membership as set forth under the Workforce Investment Act, without prior written notice to the County and two-thirds vote of the Workforce Investment Board membership.
12. The members of the Workforce Investment Board shall receive no remuneration for their services except that the County permits actual and necessary costs consistent with federal funding.
13. Workforce Investment Board members will be considered County Officials for the purposes of the California Tort Claims Act.

ADMINISTRATIVE PROCEDURES:

14. The Workforce Investment Board shall prepare Bylaws that are consistent with this Agreement. The Bylaws shall include the requirements of Public Law 105-220, 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 for comment prior to adoption.
15. In addition to the State and Federal requirements for Workforce Investment Boards, the WIB shall comply with the County's ordinances and administrative procedures.
16. 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 Investment Board.

CONFLICT OF INTEREST:

17. No individual in a decision-making capacity, including WIB members shall engage in any activity, including participation in the selection, award, or administration of a subgrant or contract supported by WIA funds if a conflict of interest, real or apparent, would be involved. Such a 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. WIB

members shall not participate in financial matters before the Workforce Investment Board that pertain to organizations that they represent.

A WIB member shall not cast a vote on, nor participate in, any decision-making capacity on the provision of services by such member (or any organization which that member directly represents), nor on any matter which would provide any direct financial benefit to that member.

Neither membership on the Workforce Investment Board, nor the receipt of WIA funds to provide training and related services shall be construed, by themselves, to violate the provisions of this section.

The COUNTY shall be responsible for:

18. The County shall act as the Grant Recipient in accordance with Section 117(d)(3)(B)(i) of the Workforce Investment Act;
19. 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;
20. The County designates the Employment and Economic Development Department to act as the WIA administrative entity and the local fiscal agent under Section 117(d)(3)(B)(i)(II) of the Workforce Investment Act.
21. The Employment and Economic Development Department will act as staff to Workforce Investment Board in accordance with Section 117(d)(3)(B)(ii) of the Workforce Investment Act.
22. The County shall administer programs as described in the Workforce Investment 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 shall include:
 - 22.1 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.
 - 22.2 Collection of program data necessary for management evaluation and the preparation of required and desired reports.
 - 22.3 Monitoring and evaluation of program operations, pursuant to the Act.
 - 22.4 Contracting with vendors and agencies for services described in the Workforce Investment Plan.

- 22.5 Determination and verification of participant eligibility as described in the Act.
 - 22.6 Procurement and maintenance of fixed assets and expendable supplies necessary for program operation.
 - 22.7 Selection and hiring of staff.
 - 22.8 Contracting for space for EEDD operations after mutual agreement on location.
 - 22.9 Other administrative duties and responsibilities as required by the Act of the Grant Recipient and Administrator.
 - 22.10 Recruitment and appointment of members to fill vacancies on the Workforce Investment Board, in accordance with this Agreement, Workforce Investment Board Bylaws, and WIA. Workforce Investment Board vacancies will be filled within sixty (60) days of occurrence.
 - 22.11 Appointment or reappointment of the WIB Chairperson by affirming the Chairperson selected by the Workforce Investment Board membership or appointing another private sector representative on the Workforce Investment Board to serve as Chairperson.
23. Preparation and approval of County EEDD budget.
 24. The County shall procure audits of funds as required under the Act and shall resolve any questions arising from said audits.
 25. 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.
 26. The Workforce Investment Board and the County will maintain a consolidated office support and staff structure.
 27. The Executive Director of EEDD shall be the managing officer of the WIA grant and shall direct the consolidated staff and office support of the Workforce Investment Board and the County.

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.

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.

EXECUTED BY THE PARTIES the date first written above.

COUNTY OF SAN JOAQUIN, a

political subdivision of

the State of California

By _____

ROBERT J. CABRAL, Chairman

Board of Supervisors

ATTEST: LOIS M. SAHYOUN

Clerk of the Board of Supervisors

of the County of San Joaquin, State of California

By _____

Deputy Clerk

WORKFORCE INVESTMENT BOARD

By _____

Title _____

APPROVED AS TO FORM:

TERRENCE R. DERMODY

County Counsel

By _____

GIL GUTIERREZ

Deputy County Counsel