

BOARD AGENDA ITEM

TO: BOARD OF SUPERVISORS
THROUGH: COUNTY ADMINISTRATOR *Cam*
FROM: ANDREA T. BAKER, DIRECTOR, PRIVATE INDUSTRY TRAINING DEPARTMENT

SUBJECT: AGREEMENT BETWEEN WORKFORCE INVESTMENT BOARD AND CHIEF LOCAL ELECTED OFFICIAL

SUMMARY: The Workforce Investment Act of 1998 (the Act) and the regulations related thereto stipulate that local governance of the Workforce Investment System shall be shared between the Local Workforce Investment Board (WIB) and the Chief Local Elected Official (the Board of Supervisors). The regulations at 20 CFR § 661.300(c), provide that chief elected official(s) may enter into an agreement with the Local Board that describes the respective roles and responsibilities of the parties.

On January 24, 2002, the WIB approved the "Agreement on Roles and Responsibilities" and forward it to the Board for its consideration.

Consistent with section 4 of the Agreement, the Workforce Investment Board will work with the Clerk of the Board of Supervisors to arrange a mutually agreeable date and time for a joint meeting of the bodies.

STAFFING IMPACT: None by this action.

FISCAL IMPACT: None by this action.

CONTRACT/RESOLUTION/ABSTRACT SUBMITTED:

REQUEST REVIEWED BY: County Counsel *FIB*

ADMINISTRATION RECOMMENDATION/COMMENT: *mz 3/14/02*

REQUEST/RECOMMENDATION/ACTION NEEDED: Authorize the Chair to execute the Agreement on behalf of the Board.

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For Board Staff Only TO: PITD, GENERAL SERVICES

BOARD ACTION 03/26/2002 CROOKHAM/KELSEY

INFORMATION ONLY MODIFIED APPROVED RECOMMENDATION

**AGREEMENT ON ROLES AND RESPONSIBILITIES
BETWEEN the MERCED COUNTY WIB AND
The MERCED COUNTY BOARD OF SUPERVISORS
("The Parties")**

Under the
WORKFORCE INVESTMENT ACT

WHEREAS, California has determined that workforce development is critical to the long-term economic health of the state; and

WHEREAS, the driving force for the envisioned workforce development system should be local, employer driven partnerships focused upon continuous improvement of customer services; and

WHEREAS, cost effective grant management, oversight and strategic planning for the local partnerships, is best provided through intergovernmental collaboration; and

WHEREAS, the State of California Workforce Board ("State Board") established pursuant to the Workforce Investment Act of 1998 ("WIA") is required to designate Workforce Investment Areas ("Areas") as expeditiously as possible; and

WHEREAS, each Area shall have a local Workforce Investment Board ("local WIB") appointed by Chief Local Elected Officials in accordance with the WIA and State criteria; and

WHEREAS, each Area shall elect to execute an agreement between the Local Elected Officials ("County Board of Supervisors") and the local WIB to specify the joint roles, responsibilities and powers,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. AREA DESIGNATION

The State of California has designated Merced County as a Workforce Investment Area.

2. DEFINITIONS

"Local Workforce Investment 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 Investment Area.

“One-Stop Delivery System” shall mean activities that are either funded under Section 111 of the Workforce Investment Act of 1998 (the “Act”) or activities that are carried out through a One-Stop Delivery System described in Section 134(c) of the Act that receives funds under Subtitle B of the Act.

“Individual Training Account” (ITA) shall mean an account described in and created pursuant to 20 CFR § 663.410.

3. AREA NAME

The Area shall be entitled the Merced County Workforce Investment Area

4. THE CHIEF LOCAL ELECTED OFFICIAL

The Chair of the Merced County Board of Supervisors shall act as the Chief Local Elected Official (“CLEO”). The Board of Supervisors will have a representative on the local WIB. The Local Elected Officials will meet once a year in conjunction with the local WIB for strategic planning purposes. All actions by the local WIB that require subsequent approval by the CLEO will require concurrence by a majority of the Board of Supervisors.

5. CHIEF LOCAL ELECTED OFFICIAL (CLEO) AND LOCAL WORKFORCE INVESTMENT BOARD (WIB) FUNCTIONS

A. The parties, acting through the CLEO chosen in accordance with the preceding section of this Agreement, shall jointly perform the following functions:

- 1) Oversight over the Local Workforce Investment System;
- 2) Oversight over the youth and Welfare-to-Work Programs and over other programs and fund sources that may from time to time fall under the purview of the Local WIB;
- 3) Consultation on appointments to the local WIB’s Youth Council;
- 4) Plan and plan modification review and approval for WIA programs, Welfare-to-Work and other programs for which the local WIB is given responsibility;
- 5) Review and approval of the budget for those components of the Local Workforce Investment System over which the parties have such authority pursuant to Section 117 of WIA;
- 6) Negotiate with State the Local Performance Standards;
- 7) To the extent feasible, align all investments in workforce development in the Area, whether WIA resources or other resources, under the policy umbrella of the local WIB; when applicable, ensure that policies of the local WIB for workforce development become integrated into county and city overall policies for economic development, education, and workforce investment; and
- 8) Other functions as assigned by agreement between the CLEO and the local WIB, by this Agreement, by the WIA, by the State or by the parties.

6. LOCAL BOARD APPOINTMENTS

The CLEO agrees to appoint local WIB members in accordance with the Workforce Investment 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 WIB shall be elected by the local WIB from the private sector members, as specified in accordance with the Act.

7. LOCAL BOARD TERMS

Initial staggered terms of two (2), three (3), or four (4) years shall be assigned to members by lottery. Subsequent terms for all members shall be four (4) years. No member shall serve for longer than two (2) four (4) year terms plus an initial term of three (3) years or less.

8. THE GRANT RECIPIENT

The County of Merced is the grant recipient and fiscal agent for the WIA. The parties agree that on behalf of the County of Merced, the Private Industry Training Department shall administer the funds.

9. LIABILITY

The local WIB, Youth Council, officers, members and volunteers are provided indemnification coverage under Merced County General Liability Insurance for negligent acts or omissions in the performance of those functions within the course and scope of their duties as stated in this agreement.

10. TERM

This Agreement shall take effect upon signature of both parties, and shall remain in effect until terminated in accordance with this paragraph or until the Workforce Investment Act is otherwise dissolved. Any party may terminate this Agreement by giving advance written notice to each of the other parties on or before January 1 of the year in which termination is to occur. Termination shall be effective June 30. Termination of this Agreement shall not affect the liabilities incurred prior to the termination date.

11. AMENDMENT

This Agreement may be amended at any time by the written, signed consent of all the parties. Amendments to this agreement shall require a majority approval of both the local WIB and the Board of Supervisors.

12. DECISIONS

Decisions shall be approved by a majority of the local WIB members as specified in the bylaws with concurrence of the CLEO acting on behalf of the entire Board of Supervisors, except as otherwise established in this Agreement, by the State or from time to time by resolution of the CLEO and the Board of Supervisors.

In the event of a disagreement on approval of the Plan or for funding of a specific contract, program, project or activity, the local WIB will select representatives to meet with the CLEO to seek resolution of the disagreement. It is the intent of both representative parties to ensure that their joint responsibilities of developing an integrated service delivery system are fully carried out. Toward that end, both parties will work in good faith to resolve all differences. In the event that agreement cannot be reached, a hearing will be set at a regular session of the Board of Supervisors. The Board of Supervisors may overrule the recommendation of the local WIB by a four-fifths vote.


13. SEVERABILITY

Should any part of this Agreement be invalidated otherwise rendered null and void, the remainder of this Agreement shall remain in full force and effect.

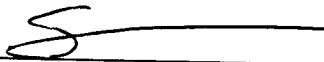
14. AUTHORITY

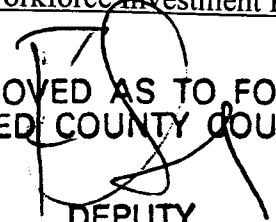
The undersigned officials are authorized to execute this Agreement on behalf of the parties.

MERCED COUNTY

By: 
Name: Joe Rivero
Title: Chair, Merced County Board of Supervisors
Date: MAR 26 2002

MERCED COUNTY WORKFORCE INVESTMENT BOARD

By: 
Name: Rick Osorio
Title: Workforce Investment Board Chair

"APPROVED AS TO FORM:
MERCED COUNTY COUNSEL
BY 
DEPUTY