

**TO: Executive Committee**

**DATE: 2/05/07**

**FROM: WIB Staff**

**For Action**

**For Information**

**For Discussion**

**SUBJECT: Central California Workforce Collaborative Memorandum of Understanding (MOU)**

**PROPOSED MOTION(S): Approve the MOU for the Central California Workforce Collaborative and forward to the Board of Supervisors for approval.**

**DISCUSSION: The Central California Workforce Collaborative (CCWC), consisting of the Fresno Area Workforce Investment Corporation, Kern/Inyo/Mono Employer's Training Resource, Kings County Job Training Office, the Madera County Department of Education Workforce Development Office, the Merced County Department of Workforce Investment, San Joaquin County Employment and Economic Development Department, Stanislaus County Department of Employment and Training, and Tulare County Workforce Investment Board, Inc. was formed to promote a collective effort to address Workforce Investment Act issues and funding opportunities.**

**The purpose of the MOU is to establish cooperative and mutually beneficial relationships between the parties whose participation in CCWC has been determined to be vital to bringing regional workforce funding opportunities to fruition by aligning and leveraging workforce investment and philanthropic funds for strategic investments to improve the workforce system in Central California. The MOU also sets forth the relative responsibilities of the parties as they relate to a regional effort to plan and implement an integrated workforce funding effort for the region. The MOU will be in effect for an initial term of one year and from year to year until terminated by the parties.**

**By executing the MOU, each party agrees to work together to address issues and pursue funding streams to the benefit of the region. However, the parties are not legally "partners" to the extent that the term encompasses joint and several liabilities. Each party under this MOU is responsible for its own employees, representatives, agents and subcontractors.**

**ATTACHMENT(S):  
MOU – Central California Workforce Collaborative**

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
FRESNO AREA WORKFORCE INVESTMENT CORPORATION,  
KERN/INYO/MONO EMPLOYER'S TRAINING RESOURCE,  
KINGS COUNTY JOB TRAINING OFFICE,  
MADERA COUNTY DEPARTMENT OF EDUCATION, WORKFORCE DEVELOPEMENT  
OFFICE,  
MERCED COUNTY DEPARTMENT OF WORKFORCE INVESTMENT,  
SAN JOAQUIN COUNTY EMPLOYMENT AND ECONOMIC DEVELOPMENT DEPARTMENT,  
STANISLAUS COUNTY DEPARTMENT OF EMPLOYMENT AND TRAINING, AND  
TULARE COUNTY WORKFORCE INVESTMENT BOARD, INC.

**WHEREAS**, Central California Workforce Collaborative (CCWC) was formed to promote a collective effort to address Workforce Investment Act (WIA) issues and funding opportunities on a regional basis;

**WHEREAS**, the undersigned workforce investment agencies desire to formally collaborate in partnership on a regional basis concerning WIA issues and funding opportunities;

**WHEREAS**, the parties hereto, individually and collectively, agree by the execution of this Memorandum of Understanding (MOU) to the obligations, performances and accomplishments of the tasks described herein, specifically, to coordinate resources and opportunities to ensure effective and efficient delivery of employment and training services to the region, where regional efforts are appropriate;

**WHEREAS**, this MOU describes the terms and conditions under which the undersigned workforce investment agencies will participate as the CCWC in pursuing WIA issues and funding opportunities on a regional basis; and

**WHEREAS**, this MOU is made by and between the undersigned workforce investment agencies, each of which are referred to singularly as "Party", or collectively as the "Parties".

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. PURPOSE**

The purpose of this MOU is to establish cooperative and mutually beneficial relationships between the undersigned Parties whose participation in CCWC has been determined to be vital to bringing regional workforce funding opportunities to fruition by aligning and leveraging workforce investment and philanthropic funds for strategic investments to improve the workforce system in Central California. This MOU also sets forth the relative responsibilities of the Parties as they relate to a regional effort to plan and implement an integrated workforce funding effort for the region.

To ensure the maximum flexibility for all Parties under this MOU, it is agreed that the Parties may enter agency-specific agreements that are in furtherance of and complementary to this MOU. At a minimum, however, the Parties to this MOU agree to enforce the aspects of this MOU at the local level and/or encourage local representatives to enter into this MOU locally (including area-specific information).

## 2. VISION OF THE COLLABORATIVE

CCWC in collaboration with LWIA's<sup>[m1]</sup> of the region should respond effectively and quickly should federal and state funding opportunities that emphasize regional collaboration be offered. CCWC should implement the grants and undertake collaborative planning and implementation process.

## 3. TERM OF THE MOU.

This MOU is effective as of the date of the last signature hereto and shall continue for an initial term of one year and from year to year thereafter until terminated by the Parties hereto as set forth herein.

## 4. DECISION-MAKING PROCESS

The Parties anticipate a collaborative working relationship for this regional approach to workforce issues and funding mechanisms. The Parties agree to take all reasonable steps needed to best serve the collective interests of the Parties. CCWC shall consult with other Parties on major policy matters relating to the development, implementation, operation and funding of projects. CCWC has the responsibility for assuring the accomplishment of the purposes of the MOU. The Parties agree to cooperate through CCWC in carrying out its responsibilities under this MOU. In recognition of these basic principles, the Parties further agree as follows:

- a. If there is a dispute over major policy matters not described in paragraph b, that relate to development, implementation, operation, allocation of funds, or other aspects of this MOU, CCWC will attempt to have the Parties reach agreement by consensus. If consensus cannot be reached on such matters, then unresolved issues may be decided by a two-thirds vote of all the Parties. Each party to this agreement is allocated one vote. A quorum for the conduct of business shall be a majority of the voting Parties to the MOU.
- b. Notwithstanding sub-paragraph a, CCWC may make any decision that it regards as necessary or desirable to carry out its responsibilities and commitments under this MOU. Before exercising such authority, CCWC shall consult with the Parties to the maximum feasible extent.
- c. Notwithstanding any other provisions of this MOU, CCWC shall have the authority to make binding decisions that it believes are either minor or implement previous policy decisions of the Parties.

- d. No action shall be taken by CCWC which requires expenditures or involvement by any Party or Parties other than CCWC without prior approval of the named Parties.

## 5. PROCEDURES FOR AMENDMENT

This MOU and any amendments thereof shall remain in effect until terminated by the Parties hereto as set forth herein. Parties may request, in writing, an amendment to this MOU. The changes shall be documented, signed, dated under the conditions agreed upon by two-thirds or more of the Parties, and attached to the original MOU. If any provision of the MOU is held invalid, the remainder of the MOU shall not be affected.

## 6. TERMINATION

Participation in this MOU may be terminated by any Party for any reason after the Party complies with all of the conditions of termination. The conditions of termination include:

- (a) The Party shall notify all the other Parties to this MOU in writing, of the Party's intention to terminate at least ninety (90) days prior to its termination; and (b) Any reasonable expenses associated with the Party's termination from this MOU shall be paid in full by the terminating Party.

## 7. PROVISION OF SERVICES

Each Party to this MOU agrees to enforce and/or encourage the following commitments:

- \* Each Party will select a representative and/or representative's designee to participate in CCWC activities and other required meetings of the Parties;
- \* Each Party will fund and implement its share of agreed upon activities of CCWC with either in-kind or financial contributions;
- \* Each Party will assign appropriate staff to work on issues and/or funding mechanisms; and
- \* Each Party will investigate all funding sources, both workforce investment and private, for projects determined by CCWC to be mutually beneficial to the region.

## 8. BREACH OF THE MOU

The Parties agree that each shall fulfill its responsibilities under this MOU in accordance with the provisions of law and regulations that govern its activities. This MOU does not negate any operating procedures in effect. If at any time a Party is unable to perform its

agreed functions under this MOU, such Party shall immediately provide written notice to the other Parties describing its inability to fulfill the requirements of this MOU and establish a date at the earliest convenience, but no more than thirty (30) days, to mutually resolve the issue.

Failure to abide by this MOU is basis for expulsion of such Party by the other Parties.

## 9. MISCELLANEOUS PROVISIONS

a. Mutual respect of organizational practices. All Parties agree to respect each other's organizational practices and management structures in the activities engaged under this MOU.

b. Retention of individual action. This MOU does not restrict the Parties from the ability to individually (or collectively) pursue any policy, action or funding mechanism that CCWC could under the terms of this MOU; however, any such Party or Parties shall make reasonable efforts to provide advance notice of their action to the other Parties and allow them to comment upon or join in their action before proceeding.

c. Employees. It is expressly understood and agreed by all Parties that employees of Parties receiving compensation for work performed for this MOU shall in no way be deemed employees of CCWC.

d. Brown Act. The Parties acknowledge familiarity with applicable State laws, rules and regulations with regard to public meetings and will abide by them.

e. Indemnification and liability. By executing this MOU, the Parties agrees to work together to address issues and pursue funding streams to the benefit of their respective regions. However, the Parties are not legally "partners" to the extent that the term encompasses joint and several liability. Each Party under this MOU is responsible for its own employees, representatives, agents, and subcontractors.

However, it is understood and agreed that each Party shall, to the extent permitted by law, defend, indemnify and save harmless every other Party, and its officers and employees, from all claims, suits or actions of every name, kind and description resulting from the indemnifying Party's performance of this MOU, excluding any injuries, death, damage, or liability resulting from the negligence or willful misconduct of the other Parties or their officers or employees.

f. Equal opportunity and nondiscrimination. The Parties acknowledge familiarity with applicable Federal and State laws, rules, regulations, policies, procedures, and reporting requirements and will abide by them. This includes, but is not limited to, discrimination policies, compliance with Americans with Disabilities Act, and maintenance of drug free

workplaces. Reference is made, but not limited to, Sec. 181 – “Requirements and Restrictions,” and Sec. 188 – “Nondiscrimination,” of the WIA.

g. Execution. This MOU may be executed and delivered in any number of copies (“counterpart”) by the Parties, including by means of facsimile. When each Party has signed and delivered at least one counterpart to the MOU, each counterpart shall be deemed an original and, taken together, shall constitute one and the same MOU, which shall be binding and effective as to the Parties hereto.

PER SIGNATURE, WE AGREE TO ENFORCE THE PROVISIONS AND INTENT OF THIS MOU.

_____ FRESNO AREA WORKFORCE INVESTMENT CORPORATION	_____ DATE
_____ KERN/INYO/MONO EMPLOYER’S TRAINING RESOURCE	_____ DATE
_____ KINGS COUNTY JOB TRAINING OFFICE	_____ DATE
_____ MADERA COUNTY WORKFORCE INVESTMENT BOARD	_____ DATE
_____ MERCED COUNTY DEPARTMENT OF WORKFORCE INVESTMENT	_____ DATE
_____ SAN JOAQUIN COUNTY EMPLOYMENT AND ECONOMIC DEVELOPMENT DEPARTMENT	_____ DATE
_____ STANISLAUS COUNTY DEPARTMENT OF EMPLOYMENT AND TRAINING	_____ DATE
_____ TULARE COUNTY WORKFORCE INVESTMENT BOARD, INC.	_____ DATE