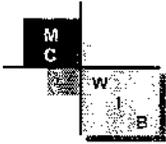


MENDOCINO COUNTY
WORKFORCE INVESTMENT BOARD



Workforce Investment Board/Local Elected Official/
Administrative Staff Partnership Agreement

THIS AGREEMENT is made and entered into as of the 16TH day of APRIL, 2002, by and among the COUNTY OF MENDOCINO, a political subdivision of the State of California (hereinafter "County"), the WORKFORCE INVESTMENT BOARD OF MENDOCINO COUNTY (hereinafter "WIB") and the MENDOCINO COUNTY DEPARTMENT OF SOCIAL SERVICES (hereinafter "MCDSS")

The Parties Agree that:

A. THE DUTIES OF THE WIB SHALL BE:

1. Developing the 5-year local workforce investment plan;
2. Subject to the approval of the Board of Supervisors, selecting of the One-Stop Operator, youth service providers, training providers and intensive service providers;
3. Subject to the approval of the Board of Supervisors, developing a budget for the Mendocino County Workforce Investment System;
4. Program oversight;
5. Subject to the approval of the Board of Supervisors, negotiating and reaching agreement on local performance measures with the Governor;
6. Assisting the State in developing the Statewide employment statistics system described in section 15 (e) of the Wagner-Peyser Act;
7. Coordinating workforce investment activities with economic development strategies and economic development within the County;
8. Ensuring the effective provision of connecting, coaching and brokering economic development and workforce development activities within the County;
9. The Workforce Investment Board shall provide periodic reports to the County Board of Supervisors;
10. Workforce Investment Board members will be considered County Officials for the purposes of the California Tort Claims Act;
11. 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 adoption;
12. In addition to the State and Federal requirements for Workforce Investment Boards, the WIB shall comply with the County's ordinances and administrative procedures;
13. The Workforce Investment Board shall review and approve all contracts involving WIA funds prior to submission to the County for approval and prior to execution;
14. The Workforce Investment Board shall seek additional non-WIA funding sources, both public and private, independently of its collaboration with the County Board of Supervisors;
15. The Workforce Investment Board shall review and approve all contracts for non-WIA funds.
16. Non-WIA funds may be placed into the County treasury in an Agency Fund and withdrawn in accordance with the Treasurer's policy in effect. Ownership and control governing use of these funds is at the sole discretion of the WIB;
17. Represent the County at State and Federal WIB functions;

18. The WIB 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:
 - 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 Investment 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; and
 - g. Participate in the selection, hiring, evaluation and retention of the WIA Coordinator;
19. The WIB shall develop and manage a system to hear and resolve grievances brought by participant, vendors, and other interested parties, as required by the Act.

B. THE DUTIES OF THE COUNTY AS GRANT RECIPIENT SHALL BE:

1. The County shall act as the Grant Recipient in accordance with Section 117(d)(3)(B)(i) of the Workforce Investment Act;
2. 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;
3. The County designates the MCDSS 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;
4. The MCDSS will act as staff to the Workforce Investment Board in accordance with Section 117(d)(3)(B)(ii) of the Workforce Investment Act;
5. The County shall procure audits of funds as required under the Act and shall resolve questions arising from said audits;
6. Approve all leases entered into by WIB in which WIA funds are used to make lease payments;
7. Approve all changes in the Five-Year Local Strategic Plan or changes in the manner of providing services, which are not reflected in a Plan amendment;
8. Review and approve the WIB operating budget annually;
9. Unless otherwise required by law or approved by the County Board of Supervisors, the County Board of Supervisors shall approve all contracts prior to execution;
10. Appoint WIB Board members from nominations forwarded by WIB according to WIA regulations and fill vacancies according to WIB Bylaws; and
11. Perform any other duties of a WIA grant recipient that may be required by law.

C. THE DUTIES OF THE MCDSS AS THE ADMINISTRATIVE STAFF TO THE WIB AND COUNTY SHALL BE:

1. Act as staff to the Workforce Investment Board in accordance with Section 117(d)(3)(B)(ii) of the Workforce Investment Act;
2. Pay all claims for authorized payrolls, subcontractors and vendors;
3. Establish and provide fiscal policies and reporting procedures consistent with State and Federal guidelines and regulations for WIA programs;
4. Procure and participate in all audits, including participation in the resolution of audit findings.
5. Monitor reporting of all fiscal data to the state and federal government;
6. Monitor the WIA property management system for compliance with State, Federal and County standards;
7. Provide technical assistance to WIA financed organizations to assist in proper management of WIA funds;
8. Establish a fiscal monitoring plan;
9. Conduct fiscal and programmatic monitoring of all WIA-funded activities;
10. Oversee a financial management system to account for WIA grant expenses that meets generally accepted accounting principles and that complies with all applicable grant regulations;

11. Prepare and file all reports, in compliance with all applicable grant regulations;
12. Perform contract management, program and fiscal monitoring of contractors;
13. Conduct program evaluations and contract modifications as necessary;
14. Execute and implement all approved contracts.
15. One hundred percent (100%) of WIA funds shall be deposited into the County treasury in a Grant Fund, funds invested in accordance with the Treasurer's Investment Policy and funds withdrawn in accordance with Mendocino County fiscal policies and procedures.
16. All interest legally retained at the local level shall remain for the sole use of the WIB.
17. Represent the WIB at State and Federal functions;
18. Monitor systems for record retention, reporting, intake, eligibility, assessment, training, placement and follow-up;
19. Comply with required WIA affirmative action and equal opportunity regulations;
20. Achieve performance standards, as determined by WIA, on a yearly basis;
21. Perform system changes as WIA law and regulations change;
22. Provide a regular written update of program activities to the County Local Elected Official (LEO) in the form of the WIB Board packet, including State and Federal reports regarding program operation and compliance;
23. Perform any other duties that may be required by law of a WIA administrative entity; and
24. Any other services that are mutually agreed to by the parties.

D. MODIFICATION AND TERMINATION:

1. This Agreement may be modified only by a written amendment signed by the parties;
2. 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; and
3. 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.

E. INDEMNIFICATION:

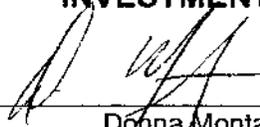
1. County agrees to indemnify and hold harmless WIB and WIB's employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of the party, its employees or agents;
2. WIB agrees to indemnify and hold harmless County, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of the WIB, its employees or agents;
3. Each party shall be liable for the acts, deeds or omissions of its own employees, officers, agents or contractors as required under the terms of this Agreement.

F. CONFLICT OF INTEREST:

The parties to this agreement shall adhere to the conflict of interest provisions and prohibitions contained in the Workforce Investment Act, the California Political Reform Act of 1974 and Government Code Section 1090 *et seq.* The WIB shall adopt a conflict of interest code and specify designated positions required to file financial disclosure statements.

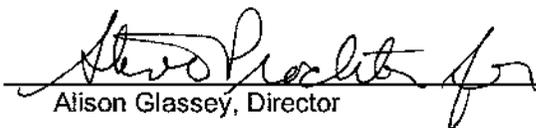
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands on the day and year this agreement is first below written.

MENDOCINO COUNTY WORKFORCE INVESTMENT BOARD

By: 
Donna Montag, Chair

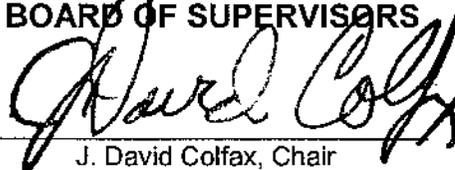
Date: 4/02/02

MENDOCINO COUNTY DEPARTMENT OF SOCIAL SERVICES

By: 
Alison Glassey, Director

Date: 4/8/02

MENDOCINO COUNTY BOARD OF SUPERVISORS

By: 
J. David Colfax, Chair

Date: 4-16-02

ATTEST

By: 
Kristi Furman, CLERK OF THE BOARD

Date: 4/16/02

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

KRISTI FURMAN
Clerk of the Board

By: 
DEPUTY

APPROVED AS TO FORM

By: 
H. Peter Klein, COUNTY COUNSEL

Date: 4-3-02