

DRAFT - HUMBOLDT COUNTY
WORKFORCE DEVELOPMENT BOARD STAFFING &
SERVICES AGREEMENT

May 2021

As proposed by the Humboldt County Workforce Development Board (WDB) for use and discussion by and between the WDB and the County of Humboldt.

GENERAL

This agreement is entered into between the Workforce Development Board of the County of Humboldt (hereinafter "WDB") and the County of Humboldt (hereinafter "COUNTY") for programs under the Workforce Innovation and Opportunity Act of 2014, 29 U.S.C. Section 3101 et seq. (hereinafter "WIOA").

The purpose of this agreement is to detail the respective roles and responsibilities of the parties in administering funds and programs under WIOA.

The effective date of this agreement is the date of the approval of the agreement by the Humboldt County Board of Supervisors. This agreement shall remain in effect until terminated by one of the parties or at the end of federal fiscal year (X/XX/XX), whichever is earlier. Either party may terminate the agreement, by giving the other party thirty (XX) days written notice of intent to terminate, and the agreement shall terminate thirty days from the date of the notice.

RECITALS AND DEFINITIONS

The Governor of California (hereinafter "Governor") designated the County of Humboldt, as a Local Workforce Development Area (hereinafter "LWDA"), pursuant to WIOA Section 106. The LWDA consists of the cities of Alderpoint, Arcata, Bayview, Benbow, Big Lagoon, Blue Lake, Cutten, Eureka, Fairhaven, Ferndale, Fieldbrook, Fields Landing, Fortuna, Garberville, Hoopa, Humboldt Hill, Hydesville, Indianola, Loleta, Manila, McKinleyville, Miranda, Myers Flat, Myrtle town, Orick, Phillipsville, Pine Hills, Redcrest, Redway, Rio Dell, Samoa, Scotia, Shelter Cove, Trinidad, Weott, Westhaven-Moonstone CDP, Willow Creek and all unincorporated areas of the County of Humboldt.

The Governor established the Regional Planning Units (RPU). The County of Humboldt is in a standalone RPU.

The County is the Local Chief Elected Official (hereinafter "County") as defined in WIOA Section 3(9)(A)

The WDB is the Local Workforce Development Board as defined in WIOA Sections 3(33) and 107.

The County established the WDB pursuant to WIOA Section 107. The County approved the current composition of the WDB and appointed the members of the WDB on (DATE).

It is within the discretion of the County to change the composition of the WDB as it determines necessary, so long as the County adheres to the WDB composition requirements pursuant to WIOA Section 107.

The County continues to appoint members as vacancies occur on the WDB.

The Humboldt County Economic Development Division (hereinafter "HCED") is an agency of the County of Humboldt under the jurisdiction of the County Administrative Office. The WDB program is a program of the HCED. The Workforce Executive Director of the WDB is the Director of the Division of the HCED, (hereinafter "WDB Director").

"Workforce development funds" are grant funds allocated to the LWDA pursuant to Section 128 and 133 of WIOA.

Pursuant to WIOA Section 107(12)(B)(i)(I), the County is the local grant recipient for workforce development funds allocated to the L WDA and is responsible for such funds as provided under the WIOA. Pursuant to WIOA Section Section107 (12)(B)(i)(III), the County is to disburse workforce development funds for approved workforce development purposes when so requested by the WDB, in accordance with the plan approved between the County and the WDB and in accord with the WIOA regulations.

County may be the grant recipient of Humboldt RPU funds in accordance with the State WDB policy.

APPOINTMENT AND GOVERNANCE OF WDB

The COUNTY shall appoint members to the WDB, in accordance with criteria established by the Governor under WIOA Section 107(b). The WDB shall notify the County Administrator's Office in writing of any vacancy on the WDB.

The COUNTY is authorized to approve, adopt, or revise a WDB Conflict of Interest Code or amendments thereto, in accordance with California State laws governing conflicts of interest, including but not limited to the Political Reform Act of 1974 (Government Code Section 81000 et seq.).

The COUNTY agrees to review a decision of the WDB to remove a member of the WDB or if such review is requested by the removed member, in accordance with Articles 3.8.5 of the WDB Bylaws. The WDB agrees to abide by the decision of the COUNTY concerning removal of a member of the WDB.

FISCAL RESPONSIBILITIES AND OVERSIGHT

The WDB shall develop a plan and a budget, that is consistent with the Local Plan and Regional Plan for carrying out its statutory duties, subject to the approval of the COUNTY, and pursuant to WIOA Section 107(12)(A). Such plan and budget shall be developed by the WDB in cooperation with the COUNTY. Such plan and budget shall be mutually approved by the WDB and the COUNTY.

Pursuant to WIOA Section 107(12)(B)(i)(I), the COUNTY shall act as the local or regional grant recipient for workforce development funds.

The COUNTY has authorized the HCED to assume primary responsibility for administration of workforce development funds to be used in accordance with the WDB plans and consistent with the WIOA.

The WDB will request disbursements from workforce development funds only in accordance with the mutually approved WDB Local Plan and Regional Plan. Subject to the approval of the HCED, disbursements of \$25,000 or less may be authorized by the Workforce Executive Director at the direction of the WDB. Disbursements in excess of \$25,000 are subject to approval by the COUNTY.

Whenever the WDB seeks to have the HCED disburse funds in excess of \$25,000, the HCED shall request COUNTY approval. Pursuant to WIOA 107(12)(B)(i)(III), the COUNTY shall authorize disbursement of workforce development funds for workforce development activities in accord with the Local Plan, when requested to do so by the WDB, provided that the disbursement does not violate a provision of WIOA or any other provision of law or the policies of the COUNTY.

Should the COUNTY fail to timely authorize the disbursement of workforce development funds when requested by the WDB Director, the parties shall use the dispute resolution procedures described in Section H of this Agreement.

The COUNTY, shall direct the HCED, as the fiscal agent for the WDB, to make certain that the WDB's budget and expenditures are properly maintained and accurate and that payments and reimbursements of WDB expenditures are approved by the Workforce Executive Director and in accordance with the mutually approved Local Plan and Regional Plan between the WDB and the County. The purpose of HCED's fiscal oversight of the WDB is to ensure the safekeeping of funds, to prepare all financial reports, and to review financial transactions, in accordance with the laws and regulations pertaining to the WIOA.

The HCED and the WDB shall be jointly responsible to ensure compliance with all County, State, and federal accounting, auditing, and monitoring requirements, including, but not limited to, the requirements set forth in 2 CFR 200 and WIOA Notice of Proposed Rule Making (NPRM) 20 CFR.

Pursuant to and in accordance with a resolution of the COUNTY dated April 26, 2011, the following persons are authorized to execute all plans, plan modifications, plan adjustments, grants, grant applications, sub-grant agreements, or any other document amendments connected with the administration of WIOA funds: NAME

The COUNTY may, in its discretion, authorize the WDB Director to execute all or some such documents. Should the positions listed in this paragraph be filled by other individuals in the future, the COUNTY hereby authorizes such individuals to execute the documents listed in this paragraph.

The COUNTY shall be accountable for WIOA funds received in accord with WIOA. To the extent WDB members are acting within the scope and course of their duties as WDB members, the County will indemnify the WDB for liability arising from the misuse of workforce development funds. Nothing provided herein shall be construed to obligate the County to indemnify the WDB or WDB members for any liability that results from the intentional misconduct of any WDB member.

The WDB may solicit and accept grants and donations from sources other than WIOA workforce development funds, pursuant to WIOA Section 107(12)(B)(3)(ii), and subject to COUNTY approval of any agreement related to such grant or donation. Such grant funds and donations shall be subject to the same financial oversight by HCED as WDB funds and as more fully set forth above.

STAFF

The COUNTY, through HCED and in collaboration with the County Administrative Office and County Human Resources, using General Funds in combination with WIOA budgeted funds, shall provide staffing support to the WDB by providing the equivalent of three (3) Full Time workforce staff (FTE's) whose titles shall include Workforce Executive Director, Workforce Coordinator (or Specialist), and Administrative (or Fiscal) Analyst. The COUNTY shall authorize the HCED to provide additional staff to the WDB using WIOA budgeted funds provided that funding for such staff is included in the budget developed by the WDB, subject to COUNTY approval as provided in Section D.8 of this agreement. Staff to the WDB will be employed by the County of Humboldt.

The WDB and the COUNTY shall use the following procedures for selecting, appointing, reporting relationship, and performance evaluation of the Workforce Executive Director.

The COUNTY shall approve any changes to the classification for the Workforce Executive Director position as designated by the Humboldt County Human Resources Department in consultation with the WDB.

Should the position of Workforce Executive Director become vacant, the Humboldt County Human Resources Department and/or the HCED Human Resources Department shall recruit candidates for the Workforce Executive Director position according to standard procedures for the classification and in compliance with COUNTY requisition rules.

A joint committee composed of representatives of the County Administrative Office, HCED and WDB members will screen candidates for the Workforce Executive Director position who have been certified to an eligible list after Civil Service examination.

The joint committee will refer a candidate or candidates for appointment to the Director of the HCED. The HCED Director shall have sole appointing authority, provided that the HCED Director shall only appoint a person from the pool of candidates recommended by the joint committee.

The Workforce Executive Director shall be supervised by the HCED Division Director, or another position as assigned by the County Administrative Office. The Workforce Executive Director shall report to the WDB for WIOA policy direction and WIOA oversight, and to the HCED Division Director for fiscal and administrative operating procedures and for other COUNTY (and HCED division) rules and policies.

The WDB Chairperson and the HCED Agency Director shall jointly prepare performance evaluations of the WDB Director at intervals established by HCED management procedures. The HCED Director shall oversee all areas of needed improvement or discipline recommended in the performance evaluation.

The Workforce Executive Director shall select and supervise all subordinate staff to the WDB, subject to County of Humboldt civil service and human resources procedures.

The COUNTY shall not reassign or reappoint workforce staff without first notifying and consulting with the WDB.

PROGRAM, POLICY AND PLANNING FUNCTIONS

Pursuant to WIOA Section 107(d), the WDB and COUNTY shall cooperate to carry out the following functions:

The WDB, in partnership with the COUNTY, shall develop and submit to the State and the Governor an approved comprehensive Local Plan, as described in WIOA Section 108. All funds disbursed shall be in accordance with such Local Plan.

The WDB in partnership with the one assigned Humboldt RPU WDBs, shall develop a Regional Plan approved by the COUNTY. All funds disbursed shall be in accordance with such Regional Plan.

The WDB, with the agreement of the COUNTY, shall designate and certify one American Job Center of California (AJCC) operator, negotiate a memorandum of understanding with the mandatory AJCC partners, and conduct oversight with respect to the entire Career Center System, all pursuant to WIOA Section 121.

The WDB, upon agreement by the COUNTY, in accord with its memorandum of understanding, may terminate the eligibility of the AJCC.

The WDB, in partnership with the COUNTY, shall conduct oversight with respect to programs of youth activities, to ensure both fiscal and programmatic accountability. 20 CFR Section 664.110.

The WDB, in partnership with the COUNTY, shall conduct oversight with respect to employment and training activities and the Career Services System.

The WDB, the COUNTY, and the Governor's Office shall negotiate and reach agreement on local performance measures as described in WIOA Section I 16(c).

The WDB is responsible for carrying out the approved Local Plan and developing policies and programs to implement the Local Plan using workforce development funds contained within the budget. The COUNTY delegates to the WDB Director responsibility for administering such policies and programs in accordance with the approved Local Plan and budget and in accordance with the directives of the WDB. The COUNTY does not authorize or direct the WDB Director to fund any program or carry out any activity unless it is in strict accordance with the approved Local Plan and the budget and approved by the WDB.

The WDB is responsible for carrying out the approved Regional Plan and developing policies and programs to implement the Regional Plan using workforce development funds contained within the budget and as additional funding is received by the Humboldt RPU. The COUNTY delegates to the WDB Director responsibility for administering such policies and programs in accordance with the approved Regional Plan and performance measures negotiated by the Humboldt RPU members and the State.

The Workforce Executive Director, following delegation from the COUNTY and the directions and policy guidance of the WDB, is responsible for implementing workforce development programs and policies; administering program funding determinations within the 4 year plan and the budget approved by the WDB and the COUNTY; implementing the terms of the Memorandum of Understanding between the WDB and AJCC mandated partners; developing grievance procedures for customers and stakeholders of the workforce development system; administering requests for proposal; negotiating contracts and grant agreements; monitoring the performance of the Career Service System; and other activities consistent with law.

The WDB, in accordance with the COUNTY adoption of Vision 2026, shall incorporate strategic priorities into its employment program and workforce system planning; and shall align with 1 OX Goals, specifically "Employment for All". The Local Plan shall reflect the operating principles established by the COUNTY in the Vision 2026 framework.

IDENTIFICATION OF SERVICE PROVIDERS

The WDB is responsible for carrying out all of the functions pursuant to WIOA Section 107(d). All awards of grants and contracts are subject to approval by the COUNTY. The COUNTY

shall approve such awards in accordance with the Local Plan or Regional Plan and within the budget unless an award violates a provision of WIOA or any Board policy. If the COUNTY fails to approve an award, the parties shall utilize the dispute resolution procedures set forth in Section H of this Agreement.

The WDB shall identify eligible providers of youth activities by awarding grants or contracts on a competitive basis and in accordance with the COUNTY contracting policies and based on the recommendations of the Youth Committee.

The WDB shall identify eligible providers of adult and dislocated worker career services, including the operator(s) of the AJCC by awarding grants or contracts through a competitive procurement process and in accord with the foregoing provisions.

The WDB shall identify eligible service providers through a competitive procurement process for targeted workforce services deemed necessary for the implementation of awarded State and Federal discretionary grant dollars (non-WIOA) to the Humboldt County WDB or to the Humboldt RPU, when designated by the Humboldt RPU members.

DISPUTE RESOLUTION

The parties agree to use the following dispute resolution procedures in the event:

The COUNTY and WDB fail to agree on a decision or action which requires the cooperation of the parties pursuant to this Agreement or the WIOA. .

The COUNTY fails to authorize a contract, grant, or disbursement of funds that is consistent with the Local Plan and budgeted with WDB funds .

The WDB is alleged to have exceeded its jurisdiction under this Agreement, the Local Plan, and/or the budget or the WIOA.

The dispute resolution procedure is not available if the matter contested, is within the sole discretion of the Board of Supervisors, the Civil Service Commission or the Humboldt County Administrative Office.

In the event that the WDB and COUNTY cannot reach a mutually satisfactory agreement regarding a dispute described by HI(a)-(c), the two parties shall meet to discuss and attempt a resolution to the disagreement. When one or both parties to this Agreement conclude that a consensus between the parties, cannot be reached, all unresolved issues pertaining to the dispute shall be submitted to binding arbitration of an independent arbiter, mutually agreed upon by both parties, selected from a pool of four persons, two each recommended by each party. Both the WDB and the COUNTY agree to equally share any cost of retaining the arbiter and to be bound by the decision of the

arbitrator. Continued performance of the Local CEO Agreement, during any dispute resolution, is assured.

I. MANAGEMENT SUPPORT

The WDB, through the HCED, may request professional support from the Office of the County Counsel (hereinafter "OCC"), the County Administrator's Office, Human Resources, the Auditor-Controller's Office, Information and Technology Department, General Services Agency, and other county agencies that generally serve the operational departments of the County of Humboldt. With regards to the OCC specifically, HCED will fund the cost of routine and incidental legal services provided to benefit the WDB through its retainer with the OCC, except where there is a conflict between the WDB and any other County entity in which case the OCC will not represent the WDB and the WDB will obtain separate counsel at its own expense. "Routine and incidental legal services" does not include litigation or defense of alleged personal injury or damages.

OTHER PROVISIONS FOR EXPLORATION AND DISCUSSION:

Job Classifications, definitions, and salary tables (examples from Ventura County).

Contract summary examples. (From Orange County).

J. COMPLETE AGREEMENT, MODIFICATIONS, SEVERABILITY

This Agreement is the complete agreement of the parties.

Any modifications to this Agreement must be in writing and executed by the parties.

If any one portion of this Agreement is found to be unenforceable, all other portions of the agreement shall remain in full effect.

Executed this _____ Date of _____.

Signature:
Humboldt County Workforce Development Board

Signature:
County of Humboldt Board of Supervisors

Approved as to form: County Counsel
By: Date: