

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE WORKFORCE DEVELOPMENT BOARDS OF MONTEREY AND SAN BENITO COUNTIES**

This Memorandum of Understanding (MOU) is made and entered into, effective the 1st day of January 2017 by the Monterey County Workforce Development Board, hereinafter called "MCWDB" and the San Benito County Workforce Development Board, hereinafter called "SBWDB".

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**1. Purpose**

The purpose of this MOU is to establish a cooperative and mutually beneficial relationship among the undersigned parties. This MOU sets forth the responsibilities of the parties as they relate to the Proposition 39 2.0 Pre-Apprenticeship Training Implementation grant (the Implementation Grant) from the State of California Workforce Development Board funded under the California Clean Energy Jobs Act (SB 73-Chapter 20, Statutes of 2013).

MCWDB is the lead agency for this proposal and has formed partnerships with the workforce boards of Santa Cruz and San Benito counties. MCWDB is the fiscal agent for the grant. This grant is intended to bolster the economic competitiveness of the Monterey Bay region by implementing an energy efficiency focused "earn-and-learn" job training and placement program, targeting disadvantaged and disconnected job seekers, specifically returning veterans, women, and at-risk youth, ages 18-25.

**2. Term**

The term of this MOU, with respect to the Implementation Grant, commences on September 1, 2016 and terminates on September 30, 2017.

**3. Operational and Fiscal Provisions**

The total Implementation Grant award is \$400,000, to serve a total of 55 participants. Grant funds will be administered through MCWDB for the implementation of activities specified as follows:

MCWDB will:

- a. Convene all project partners for the purposes of confirming site locations, establishing a timeline for Multi-Craft Core Curriculum (MC3) training to begin, and convening an advisory panel.
- b. Convene at least one (1) Advisory Panel per training cohort for a maximum of four (4) meetings during the project.
- c. Develop outreach and recruitment materials for use in all counties.
- d. Lead the evaluation of the Implementation Grant to include identifying lessons learned/best practices.
- e. Appoint staff to administer the grant and retain up to \$49,744 for staff time and administrative costs (includes 10% of the overall grant award).
- f. Review all invoices and reports received from SBWDB, verify compliance with the grant requirements and this MOU, and forward all invoices for reimbursement to the Fiscal Division of the MCWDB for payment.
- g. Reimburse SBWDB for up to \$19,486 for activities associated with the Implementation Grant.

- h. Develop an agreement with the Monterey/Santa Cruz Counties Building & Construction Trades Council for the provision of MC3 curriculum.
- i. Track the Implementation Grant expenditures, prepare and submit reports to the State of California, and monitor the Implementation Grant activities to ensure compliance with the grant terms and conditions outlined in the grant application.

SBWDB will:

- a. Conduct outreach to eligible adults including Veterans and women, and at-risk youth (ages 18-25).
- b. Enroll a total of 5 participants (approximately 1-2 per training cohort) in the program's three to four training cohorts as identified in Attachment B: Participant Plan.
- c. Provide Intensive, Supportive, and Retention services as outlined in Attachment A: Program Model.
- d. Provide data collection and reporting necessary to complete an evaluation of the project.
- e. Maintain financial accounts, records, and data related to this MOU in accordance with federal and/or state requirements and maintain those books, accounts, records and data for three (3) years after termination of this MOU. For the duration of this MOU, and for a period of three (3) years thereafter, either party's representatives and representatives of the California Workforce Development Board, and the Auditor General of the State of California shall have the right to examine these books, accounts, records, data and other information relevant to this MOU for the purpose of auditing and verifying statements, invoices, bills and revenues pursuant to this MOU.
- f. Use Attachment E: Invoice for Reimbursement and follow the County of Monterey Travel Policy when submitting requests to MCWDB for travel cost reimbursements. For specific receipts required for travel cost reimbursements, SBWDB shall reference the County of Monterey Travel Policy online at: [www.co.monterey.ca.us/auditor/pdfs/travelpolicy2008.pdf](http://www.co.monterey.ca.us/auditor/pdfs/travelpolicy2008.pdf). The MCWDB will reimburse for only those travel expenses allowed by the County of Monterey Travel Policy only and at the current IRS allowable rate. The current IRS mileage rate allowance is \$.54 per mile.

Project funds allocated to San Benito County are outlined below:

<b>Grant Activities:</b>	<b>Amount Awarded</b>
SBWDB Staff Salaries	\$6,346
Staff Travel	\$140
Tools & Supplies (\$300 per participant x 5 participants)	\$1,500
Supportive Services (up to \$2,300 per participant x 5 participants)	\$11,500
<b>Total San Benito Budget</b>	<b>\$19,486</b>

The entire project budget is included for the PROVIDER's reference in Attachment C: Detailed Project Budget.

#### 4. General Provisions

- a. SBWDB agrees to comply with Attachment D: WIOA Certifications and Assurances attached to this MOU.

- b. This MOU constitutes the entire agreement and understanding between the parties, and supersedes any prior or contemporaneous agreement, or understandings, if any, with regard to the purposes of this MOU. Any changes or modifications shall be accomplished only by a written amendment to this MOU executed by the duly authorized representatives of the parties.
- c. In the event of a dispute arising out of the performance of this MOU, the parties may send a written notice of dispute to the other party. Within seven (7) business days of receipt of such notice, the notified party shall respond and agree to a meeting for the purpose of negotiating a settlement or procedure for settlement of the dispute. Any notice to be given to the parties hereunder shall be addressed as follows (until notice of a different address is given to the parties):

MONTEREY COUNTY

Chris Donnelly

Interim Executive Director, Monterey County Workforce Development Board

Monterey County

168 W. Alisal Street, 3<sup>rd</sup> Floor

Salinas, CA 93905

831-759-6644

(831)831-796-3324(Fax)

SAN BENITO COUNTY

Enrique Arreola

Director, San Benito County Workforce Development Board

1111 San Felipe Road, Suite 108

Hollister, California 95023

(831)637-9293

(832)637-0996 (Fax)

Notice shall be deemed satisfied within one (1) business day if provided by personal service, by electronic transmission or by facsimile. Notice shall be deemed satisfied within three (3) business days if provided by certified mail.

d. **Indemnification**

PROVIDER shall indemnify, defend, and hold harmless the MCWDB and County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Provider and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the MCWDB or the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the MCWDB and the County. The PROVIDER shall reimburse the MCWDB and the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the PROVIDER is obligated to indemnify, defend and hold harmless the MCWDB and the

County under this Agreement.

The MCWDB and the County shall indemnify, defend, and hold harmless the PROVIDER, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by the MCWDB or the County and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the PROVIDER. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the PROVIDER. The MCWDB or the County shall reimburse the PROVIDER for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the MCWDB or the County is obligated to indemnify, defend and hold harmless the PROVIDER under this Agreement.

e. **Insurance**

Evidence of Coverage: Prior to commencement of this Agreement, each party to Agreement shall provide a "Certificate of Insurance" or letter of self-insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, each party upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. The PROVIDER shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Provider.

Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

Insurance Coverage Requirements: Without limiting each party's duty to indemnify, each party shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- 1) Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Providers, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 2) Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 3) Workers' Compensation Insurance, if either party employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with

Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

- 4) Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, each party shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

#### Other Insurance Requirements

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date each party completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for each party and additional insureds with respect to claims arising from each subProvider, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subProvider showing each subProvider has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the each party's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by each party's insurance. The required endorsement form for Commercial General Liability Additional Insured is **ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000)**. The required endorsement form for Automobile Additional Insured endorsement is **ISO Form CA 20 48 02 99**.

Prior to the execution of this Agreement by the County, each party shall file certificates of insurance or proof of self-insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that each party has in effect the insurance required by this Agreement. Each party shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

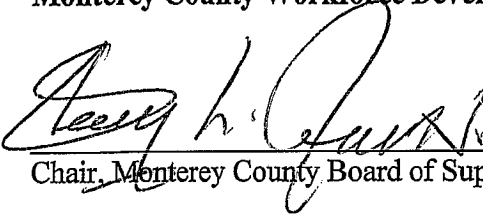
Each party shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement. PROVIDER shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify PROVIDER and PROVIDER shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by PROVIDER to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

f. If any provision of this Agreement, or the application thereof to any person, place, or circumstances, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

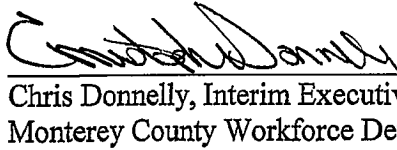
g. This Agreement shall be interpreted and applied according to the laws of California.

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

**Monterey County Board of Supervisors**  
**Chief Elected Official**  
**Monterey County Workforce Development Area**

  
\_\_\_\_\_  
Chair, Monterey County Board of Supervisors

3.28.2017  
Date

  
\_\_\_\_\_  
Chris Donnelly, Interim Executive Director  
Monterey County Workforce Development Board


3/29/2017  
Date

Approved as to form:

  
\_\_\_\_\_  
Deputy County Counsel, Monterey County

March 17, 2017  
Date

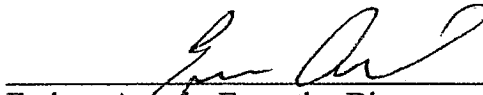
Reviewed as to fiscal provisions

  
\_\_\_\_\_  
Auditor-Controller  
County of Monterey 3/14/17

**San Benito County Board of Supervisors  
Chief Elected Official  
San Benito County Workforce Development Area**

  
\_\_\_\_\_  
Chair, San Benito County Board of Supervisors

1/24/17  
Date

  
\_\_\_\_\_  
Enrique Arreola, Executive Director,  
San Benito County Workforce Development Board

2/7/17  
Date

Approved as to form:  
  
\_\_\_\_\_  
County Counsel, San Benito County

1-13-17  
Date