

AGREEMENT

Between

Monterey County Workforce Investment Board

and

Monterey County Office for Employment Training

concerning

DISLOCATED WORKER ADDITIONAL ASSISTANCE

**Governor's 25% Discretionary Dislocated Worker Additional Assistance
for Manufacturing & Banking Dislocated Workers Project**

**Services to Workforce Investment Act (WIA) Title I
Dislocated Workers**

August 1, 2012 – June 30, 2013

AGREEMENT

I. DECLARATION

This Agreement is entered into by and between the **MONTEREY COUNTY WORKFORCE INVESTMENT BOARD**, hereinafter referred to as "**WIB**", and the **MONTEREY COUNTY OFFICE FOR EMPLOYMENT TRAINING** hereinafter referred to as "**OET**".

Monterey County applied for and received "25 Percent Governor's Additional Assistance Dislocated Worker" funding (hereinafter, "25 Percent Program Funding") to expand re-employment services and training to serve up to 185 individuals due to an increase of displaced workers seeking services from the Monterey County One-Stop delivery system. The increased customer flow is driven by recent multiple layoffs, primarily from Capital One and Chiquita Fresh Express.

The purpose of this Agreement is to establish the roles and responsibilities of the WIB and OET with respect to implementation of the Monterey County portion of the Governor's 25% Discretionary Dislocated Worker Additional Assistance for Manufacturing & Banking Dislocated Workers Project, in order to serve local WIA eligible dislocated workers.

The scope of work, goals and expected performance outcomes of this Agreement are specified in Exhibit A and incorporated herein by reference.

II. BACKGROUND

OET is a division of the Monterey County Department of Social and Employment Services. OET is the primary WIA Adult and Dislocated Worker program provider in Monterey County and manages the Universal Services component of the One-Stop Career Center delivery system in partnership with CalWORKs Employment Services (CWES) and the Employment Development Department (EDD). For adults and dislocated workers needing more intensive support, OET provides eligibility, job search support, assessment, training accounts, on-the-job training ("OJT") and employment training resources, supportive services, case management and follow-up services.

The WIB oversees the One-Stop Career Center system of Monterey County. With the support of the WIB, the County of Monterey applied for and received a total allocation of \$999,847, in 25 Percent Governor's Additional Assistance Dislocated Worker Program funds to expand re-employment services and training to serve individuals due to an increase of specific recent displaced workers seeking services from the Monterey County One-Stop Career Center delivery system.

Through this Agreement WIB will support the receipt of up to Five Hundred Fourteen Thousand, Nineteen Dollars (\$514,019.00) to OET for activities to serve WIA eligible dislocated workers of the 25 Percent Program Funding as set forth below. This will augment OET's re-employment and training services to serve the targeted individuals impacted by recent mass layoffs, primarily in the banking and manufacturing industries, specifically from Chiquita Fresh Express and Capital One.

III. PRINCIPLES OF AGREEMENT

The general areas of responsibility between the parties of this Agreement and the scope of work to be provided are detailed in the attached and incorporated Exhibit A. Pursuant to Exhibit A, the parties expressly agree that OET shall be bound to comply with all the requirements of the 25 Percent Program Funding as set forth in the Scope of Services, and

that the WIB shall oversee such activities. The parties also agree to coordinate and share available resources as part of the Monterey County allocation of the Governor's 25% Discretionary Dislocated Worker Additional Assistance for Manufacturing & Banking Dislocated Workers Project. "Customers" are defined as the pool of recently dislocated workers affected by lay-offs and plant closures, who apply for the program, and are recently displaced employees from Chiquita Fresh Express and Capital One.

IV. GENERAL PROVISIONS

A. TERM

This Agreement shall commence effective August 1, 2012 and remain in full force and effective through June 30, 2013, unless sooner terminated as provided herein. WIB may terminate this Agreement by giving thirty (30) days' written notice to OET, with or without cause. If WIB terminates this Agreement for good cause, WIB may proceed to direct available funding to another provider, subject to review and approval by the Monterey County Board of Supervisors. This Agreement is contingent upon available funding, and may be renewed or renegotiated upon mutual written consent of both parties.

B. FISCAL

In consultation with the **WIB**, the Monterey County Department of Economic Development shall serve as the fiscal agent for this Agreement. **OET** will provide services under this Agreement and manage the program and service delivery to the target customer population. The **WIB** shall approve reimbursement to **OET** for services rendered as outlined in the attached and incorporated Exhibit A of this Agreement and in accordance with the budget detailed in the attached and incorporated Exhibit B. Funding available for the project term of August 1, 2012 to June 30, 2013 is \$514,019. The budget as detailed in the attached Exhibit B shall not exceed \$514,019.

Subject to receipt of funds from the State, **WIB** agrees to approve reimbursement to **OET** for expenditures authorized in the attached and incorporated Exhibit B. Financial reports and invoices are due to **WIB** staff by the 15th working day of each month and shall include all obligations, expenditures and accruals incurred during the previous month, unless otherwise specified by the **WIB**. **WIB** staff shall review and, if approved, direct payment of the certified invoice within 30 days of receiving the certified invoice. Invoices shall be submitted using the sample form attached hereto and incorporated herein as Exhibit C. The final invoice must be received no later than 20 days after the close of the term of the Agreement to receive reimbursement.

C. MEETING/COMMUNICATION

OET shall provide the specified services through established processes and in compliance with applicable local, State, and Federal regulations. **OET** shall provide a list of participants enrolled into this program, copies of training agreements for each participant, and any other generated forms or reports requested by the **WIB**. Meetings between OET and WIB staff shall be scheduled as needed, to discuss performance and other areas that affect either party to this Agreement.

At a minimum, during the term of this Agreement, **OET** will provide management reports no later than the one week prior to the meeting of the WIB Oversight Committee for the reporting month. Monthly reports will contain the following information: the number of total enrollments, the services provided, and the cost of services. These reports may be provided using **WIB** standard forms. These reports shall be submitted to the **WIB** Contract Administrators below and to the WIB's Oversight Committee, as requested.

D. CONTRACT ADMINISTRATORS

The **WIB** hereby designates Stephanie Shonley and Marleen Esquerra as its Contract Administrators for this Agreement. All matters concerning this Agreement, which are within the responsibility of the **WIB**, shall be submitted to, the **WIB** Contract Administrators.

OET hereby designates Alma McHoney and Bertha Gonzalez as its Contract Administrators for this Agreement. All matters concerning this Agreement which are within the responsibility of **OET** shall be shall be submitted to, the **OET** Contract Administrators.

Either party may change its designated Contract Administrator upon giving notice pursuant to Section VI.

V. EXHIBITS

The following exhibits are attached hereto and incorporated by reference:

- A. Scope of Services/Payment Provisions
- B. Line Item Budget
- C. Performance & Enrollment Goals
- D. Other Terms and Conditions
- E. WIA General Assurances
- F. Lobbying Certification
- G. Drug-Free Workplace Certification
- H. Debarment Certification
- I. Nondiscrimination Assurance
- J. Invoice

VI. NOTICE

Notice to the parties in connection with this Agreement shall be given personally, by email or by regular mail addressed to each of the following:

Joyce Aldrich, Interim Assistant WIB Director Monterey County WIB 168 West Alisal Street, Salinas, CA 93901 (831) 759-6644 aldrichj@co.monterey.ca.us	Barbara Verba, Branch Director Monterey County Dept. of Social & Employment Services (MCDSES) Employment Services - OET & CalWORKS Employment Services (CWES) 730 La Guardia Street, Salinas, CA 93905 (831) 796-3320 verbab@co.monterey.ca.us
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Stephanie Shonley, Management Analyst Monterey County WIB 168 West Alisal Street, Salinas, CA 93901 (831) 796-6410 shonleys@co.monterey.ca.us	Alma McHoney, Management Analyst MCDSES - Employment Services – OET 730 La Guardia Street, Salinas, CA 93905 (831) 796-3316 mchoneya@co.monterey.ca.us
Marleen Esquerra, Management Analyst Monterey County WIB 168 West Alisal Street, Salinas, CA 93901 (831) 796-6412 esquerraml@co.monterey.ca.us	Bertha Gonzalez, Management Analyst MCDSES – Employment Services – OET 730 La Guardia Street, Salinas, CA 93905 (831) 796-3302 gonzalezb@co.monterey.ca.us

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. Either Party may change designated persons and/or address(es) by notifying the other Party in writing as to such change as WIB or OET may desire used and which new designation and/or address shall constitute as the address until further written notice.

VII. CONSTRUCTION, INTERPRETATION AND INTEGRATION OF AGREEMENT

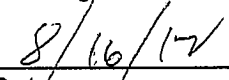
WIB and OET agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any Exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control and that the Agreement shall be governed by and interpreted under the laws of the State of California. This Agreement, including the exhibits, represents the entire Agreement between the WIB and OET with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the Parties as of the effective date of this Agreement, as set forth above.

VIII. NON-EXCLUSIVE AGREEMENT


This Agreement is non-exclusive, and the County expressly reserves the right to contract with other entities for the same or similar services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as indicated below.

BY 
 Elliott Robinson, Director of Social and
 Employment Services


 Date

BY 
 Gene Rogers, Interim Assistant CAO/
 Economic Development Director/ WIB Director


 Date