

**AGREEMENT NO. 143000**  
**BETWEEN MONTEREY COUNTY WORKFORCE INVESTMENT BOARD AND**  
**SOUTHEAST LOS ANGELES COUNTY WORKFORCE INVESTMENT BOARD**

THIS AGREEMENT is made and entered into this 14<sup>th</sup> day of November, by and between the Monterey County Workforce Investment Board, herein after referred to as "**MONTEREY WIB**", and the Southeast Los Angeles County Workforce Investment Board, a Local Workforce Investment Board of the State of California, hereinafter referred to as "SELACO WIB" with its principal place of business located at **10900 183<sup>rd</sup> Street, Suite 350, Cerritos, CA 90703.**

WHEREAS, on **October 31, 2014**, the **SELACO WIB** was awarded by the State of California, Employment Development Department (EDD) a Long Term Unemployment Project Grant and,

WHEREAS, this partnership involves both identification of best practices for placement of the long term unemployed into employment, and implementing these best practices in placing a minimum of 45 long term unemployed Californians into employment through July 2015; and,

WHEREAS, MONTEREY WIB represents itself as being qualified and capable of providing said services in accordance with all rules and regulations developed to implement said statutes and in accordance with the terms and conditions of this agreement, as well as federal, State and local regulations regarding WIA funds; and,

WHEREAS, the **SELACO WIB** desires MONTEREY WIB to provide said services to dislocated workers; and,

NOW, THEREFORE, in consideration of the recitals and the mutual obligations provided herein, the parties hereto agree as follows:

## **I - MONTEREY WIB REQUIREMENTS/RESPONSIBILITIES**

MONTEREY WIB shall be required to implement a workforce program for the long term unemployed, inclusive of, but not limited to providing core, intensive, training and supportive services as set forth in the Exhibits and Attachments listed below, attached hereto and incorporated herein by this reference:

### **EXHIBITS AND ATTACHMENTS**

Attachment A: Initial Concept Document

Attachment B: Funding Application

Attachment C: Workforce Investment Act Subgrant Agreement K594790

Exhibit A: Budget Summary Plan

Exhibit B: Participant Plan

Further Responsibilities.

MONTEREY WIB shall:

- A. Fully cooperate with authorized representatives of the SELACO WIB, the State and federal governments including independent auditors, seeking to interview any program participant or staff member of MONTEREY WIB, or to evaluate, inspect and/or monitor those facilities and operations of MONTEREY WIB that are directly involved in the implementation of programs funded through this Agreement.
- B. Provide services funded under this Agreement only to individuals determined eligible under WIA guidelines.
- C. Provide facilities which are adequate to fulfill the requirements of this Agreement.
- D. Provide services as described in Initial Project Concept Document, Funding Application, and Workforce Investment Act (WIA) Subgrant Agreement K594790.
- E. MONTEREY WIB shall ensure that participants comply with Section 167(a)(5) of the Military Selective Service Act (50 USC Appx. 451 et. Seq.) and other eligibility requirements applicable to the program under which the participant is enrolled.

## **II - COMPENSATION**

- A. The parties agree that this shall be a cost reimbursement agreement. Only allowable administrative/program costs described in Exhibit A, Budget Forms shall be reimbursed for actual expenditures incurred during the program year, not to exceed budgeted amounts for which MONTEREY WIB has adequate supporting documentation of such expenditures. MONTEREY WIB shall not request reimbursement based upon un-budgeted amounts. Funding amount is \$188,250.00.
  - A.1 MONTEREY WIB shall document its expenditures using the Report format approved and provided by the SELACO WIB.

- A.2 MONTEREY WIB shall submit a complete and accurate monthly report including allowable accruals on forms approved and provided by the SELACO WIB.
- B. MONTEREY WIB shall make no additional claims for costs, charges, or fees, nor shall MONTEREY WIB receive additional payment or any form of reimbursement from MONTEREY WIB's individual participants or any other party, other than as specifically detailed in this Agreement.
- C. Notwithstanding the provisions concerning the term of the Agreement, funding shall be provided according to the following provisions:
1. This Agreement is funded solely under the Workforce Investment Act (WIA). In the event the WIA is canceled or WIA funds to the SELACO WIB are terminated, this Agreement will likewise terminate.
  2. MONTEREY WIB and SELACO WIB hereby agree that payment will be by SELACO WIB draft within thirty (30) days following receipt and approval of each monthly invoice or within the course of ordinary SELACO WIB business, whichever occurs first.

### **III -- TERM OF PROJECT**

The term of the project shall be from **10/01/2014 through 09/30/2015**.

### **IV -- MODIFICATION**

This Agreement fully expresses the agreement of the parties. Any modifications or amendment of the terms of this Agreement must be by means of a separate written document approved by the SELACO WIB.

### **V -- ASSIGNMENTS AND SUBCONTRACTORS**

- A. MONTEREY WIB agrees that it shall be held responsible to the SELACO WIB for the performance of any approved subcontract.

- B. MONTEREY WIB shall be solely liable and responsible for any and all payments and other compensation for all subcontractors and the SELACO WIB shall have no liability or responsibility with respect thereto.
- C. MONTEREY WIB shall not assign any part or all of its interest in this Agreement without written approval from the SELACO WIB.
- D. All applicable provisions and requirements of this Agreement shall apply to any subcontracts or sub-agreements. MONTEREY WIB agrees that MONTEREY WIB shall be held responsible by the SELACO WIB for the performance of any subcontractor(s). Procurement of subcontractor and/or vendor services must be in compliance with appropriate SELACO WIB, State, and federal regulations, directives, and policies. Subcontracts must be in writing and a copy of each subcontract must be made available upon request.

#### **VI – MUTUAL INDEMNIFICATION**

MONTEREY WIB agrees to indemnify, defend with counsel approved in writing by SELACO WIB, and hold SELACO WIB, its elected and appointed officials, officers, employees and agents harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by MONTEREY WIB pursuant to this Agreement.

SELACO WIB agrees to indemnify, defend and hold harmless MONTEREY WIB, its officers, employees and agents harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by SELACO WIB pursuant to this Agreement.

If judgment is entered against SELACO WIB and MONTEREY WIB by a court of competent jurisdiction because of the concurrent active negligence of MONTEREY WIB or SELACO WIB indemnities, SELACO WIB and MONTEREY WIB agree that liability will be apportioned as

determined by the court. Neither PARTY shall request a jury apportionment.

## **VII -- OCCUPATIONAL SAFETY AND HEALTH ACT**

MONTEREY WIB agrees to provide all participants with safety and health protection which shall be at least as effective as that which would be required under the Occupational Safety and Health Act of 1970 as amended if the participants were employees of MONTEREY WIB.

MONTEREY WIB shall also comply with the provisions of the California Occupational Safety and Health Act as amended.

## **IX -- COMPLIANCE WITH APPLICABLE LAWS**

MONTEREY WIB shall comply with the Workforce Investment Act (WIA) Public Law 105-220, as amended; Title 20 Code of Federal Regulations Part 626 et al, applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Title VI of the Civil Rights Act of 1964, WIA Section 188, Equal Employment Opportunity (EEO) (Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented in 41 CFR Part 60, Title IX of the Education Amendments of 1972, as amended, Age Discrimination Act of 1975, amended, Public Law 107-288 (38USC 4215) Jobs For Veterans Act, Public Law 118-8 Salary and Bonus Limitations, Public Law 94-163 of the Energy Policy Conservation Act, and Environmental Protection Agency requirements; the Family Economic Security Act (FESA) AB 3424, as amended; the Americans with Disabilities Act (ADA) of 1990; the California Public Records Act; Applicable Drug Free Workplace Requirements, Office of Management and Budget (OMB) Circulars and applicable compliance supplements; all other Federal, State and local laws, rules and regulations; policies and operating requirements of the SELACO WIB; as well as applicable

provisions and standards promulgated by the Department of Labor, including but not limited to the following:

1. Selection of participants and staff,
2. Use of State and/or Federal funds,
3. Requirements for record keeping and reporting,
4. Provisions regarding the compensation and working conditions of participants and non-discrimination requirements.

If regulations are amended or revised, MONTEREY WIB shall comply with them or notify SELACO WIB within 30 days after promulgation of amendments or revisions that it cannot so conform.

## **X -- RECORDS**

### A. Access

MONTEREY WIB shall give any authorized representative of the SELACO WIB or any appropriate federal or state agency complete access to the right to examine any and all records, books, participant files, papers, reports, and audits.

### B. Retention

MONTEREY WIB shall make any and all WIA-related records, reports, participant files, and other documentation any physical evidence, in addition to documents required by this Agreement, as may reasonably be requested by the SELACO WIB, available for inspection and audit by any federal, state, or agency, upon request, for five (5) years from the termination date of this Agreement. In the event of litigation, unresolved audits and/or unresolved claims, MONTEREY WIB agrees to retain all such records, reports, participant files, and other documentation and physical evidence beyond the five-year period, until all such litigation, audits, and claims have been resolved.

## XI--REPORTING REQUIREMENTS

### A. General Reporting

At such times and in such forms as the SELACO WIB may require, there shall be furnished to the SELACO WIB such records, reports, data and information pertaining to matters covered by this Agreement.

### B.

1. MONTEREY WIB is required to close-out funds appropriated under FY 2014-2015, within fifteen (15) days following the date of 09/30/2015, MONTEREY WIB shall submit to the SELACO WIB a report of expenditures on forms provided by the SELACO WIB, a complete and accurate report of expenditures including allowable accruals of allowable expenditures.
2. Each month, MONTEREY WIB shall submit to the SELACO WIB, on forms provided by the SELACO WIB, **a complete and accurate monthly expenditure report, including allowable accruals.** Allowable accruals as used in this Agreement shall refer to expenses that can be accurately measured and estimated for inclusion in the total cost reported on the closeout of the grant within the contracted period. Any other costs not included will be considered disallowed.
3. Within sixty (60) days following the termination of the Agreement, MONTEREY WIB shall submit to the SELACO WIB, on forms provided by the SELACO WIB, a complete and accurate final close-out report of expenditures including all allowable expenditures and a remittance for all unearned grant funds as identified in the close-out.



## **XII – INTELLECTUAL PROPERTY RIGHTS**

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which are limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for all allowable grant activities.

## **XIV -- CONFIDENTIALITY REQUIREMENTS**

A. MONTEREY WIB shall maintain the confidentiality of any information regarding participants and the immediate family of any participant that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies, counselors, or any other source. MONTEREY WIB shall not divulge such information without the permission of the participant, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance or evaluation of the Agreement may be divulged to parties having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement and to governmental authorities to the extent necessary

for the proper administration of the program.

B. Confidentiality of State/SELACO WIB/MONTEREY WIB Records

Confidential information pertains to any data that identifies an individual or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department(s), Directors of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs. MONTEREY WIB agrees to:

1. Keep all information furnished by State/SELACO WIB/MONTEREY WIB agencies strictly confidential, and make the information available to its own employees only on a "need-to-know" basis, as specifically authorized in this Agreement. Instruct all employees with State/SELACO WIB/MONTEREY WIB information access regarding the confidentiality of this information and of the penalties for unauthorized use or disclosure found in section 1798.55 of the Civil Code; section 502 of the Penal Code; section 2111 of the Unemployment Insurance Code; section 10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.
2. Store and process information electronically, in a manner that renders it irretrievable by unauthorized computer, remote terminal, or other means. State/SELACO WIB/MONTEREY WIB confidential information should be returned promptly and/or, all copies/derivations should be destroyed when no longer in use. An approved method of confidential information destruction should be used: shredding, burning, or certified/witnessed destruction. Magnetic media are to be demagnetized or

returned to appropriate agency. In no event, shall said information be disclosed to any individual outside of MONTEREY WIB staff, and/or their employees.

#### **XV -- CERTIFICATION REGARDING CHILD SUPPORT COMPLIANCE PROGRAM**

MONTEREY WIB, by signing this Agreement, hereby certifies compliance with the Child Support Compliance Act of the State of California, as implemented by the Employment Development Department. MONTEREY WIB assures that to the best of its knowledge, it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department. MONTEREY WIB recognizes and acknowledges the importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) Part 5 of Division 9 of the Family Code. MONTEREY WIB's failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and MONTEREY WIB may be ineligible for award of future Agreements if SELACO WIB determines that any of the following has occurred: (1) false certification, or (2) violation of the certification by failing to carry out the requirements as noted above.

#### **XVI-- FISCAL ACCOUNTABILITY**

MONTEREY WIB shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. An integral part of the required financial management system is a system of internal accounting controls that will provide reasonable assurance that WIA assets are safeguarded against loss from unauthorized use or disposition, and

that accounting transactions affecting WIA fund accountability are properly charged and recorded by administrative and program cost categories to permit the preparation of accurate and supportable financial reports.

#### **XVII-- NOTICES**

All notices to be given in accordance with this Agreement shall be deemed served by (1) enclosing same in a sealed envelope addressed to the party intended to receive the same at the address indicated herein and deposited postage prepaid in the United States Postal Service, or (2) personal service.

For these purposes, the addresses of the parties shall be as follows:

#### **MONTEREY WIB**

Monterey County Workforce Investment Board  
**Attention: Dave Spaur**  
**Joyce Aldrich**  
  
730 La Guardia Street  
Salinas, Ca 93905

#### **SELACO WIB**

Southeast Los Angeles County Workforce Investment Board  
**Attention: Yolanda Castro**  
**Sandra Michel**  
  
10900 183<sup>rd</sup> Street  
Suite 350  
Cerritos, Ca 90703

#### **XVIII -- PROGRAM INCOME FOR NON-PROFIT AND PUBLIC AGENCIES**

Program income is earned through the activities funded by this Agreement. For further definition of program income and requirements for its use, Contractors are referred to WIA section 195(7)(A) and (B)(i)(ii) and 20 CFR '667.200 which are herein incorporated by this reference.

SELACO WIB shall monitor MONTEREY WIB's compliance with all program income requirements.

## **XIX -- AUDITS AND REQUIREMENTS**

MONTEREY WIB shall comply with audit requirements as identified WIA regulations (20 CFR 667.200(b) and respective Office of Management and Budget (OMB) Circulars and other applicable Federal, State, and local policies and regulations. MONTEREY WIB shall be responsible for determining whether it is subject to the OMB Circulars, or other federal auditing requirements, and, if so, shall be responsible for compliance with the audit requirements thereof. Such audits shall be paid for by MONTEREY WIB. A commercial organization (subrecipient) receiving \$500,000 or more in federal financial assistance to operate a WIA program shall comply with the audit requirements set forth in OMB Circular 133.

MONTEREY WIB shall allow authorized SELACO WIB, State, and Federal representatives to have full access to MONTEREY WIB's facilities and all related WIA documentation and other physical evidence for the purposes of auditing, evaluation, inspection, and monitoring of the program set forth in this Agreement, including the interviewing of MONTEREY WIB's staff and program participants during normal business hours.

The SELACO WIB shall have the authority to examine the books and records used by MONTEREY WIB in accounting for expenses incurred under this Agreement. Should these books and records not meet the minimum standards of the accepted accounting practices of the SELACO WIB, the SELACO WIB reserves the right to withhold any or all of its funding to MONTEREY WIB until minimum standards are met.

The SELACO WIB may require MONTEREY WIB to use any or all of the SELACO WIB's accounting or administrative procedures used in planning, controlling, monitoring, and reporting of all fiscal matters relating to this Agreement.

The SELACO WIB reserves the right to dispatch auditors of its choosing to any site where any phase of the program is being conducted, controlled, or advanced in any way, tangible or

intangible. Such sites may include the home office, any branch office, or other locations of MONTEREY WIB if such sites, or the activities performed thereon, have any relationship to the program covered by this Agreement.

When fiscal or special audit determines that MONTEREY WIB has expended funds which are questioned under the criteria set forth herein, MONTEREY WIB shall be notified and given the opportunity to justify questioned expenditures prior to the SELACO WIB's final determination of the disallowed costs, in accordance with the procedures established under WIA.

### **XX---CERTIFICATION**

A. Debarment and Suspension Certification:

By signing this Agreement, MONTEREY WIB hereby certifies under penalty of perjury under laws of the State of California MONTEREY WIB will comply with regulation implementing Executive Order 12549, Debarment and Suspension, 29 CFR, Part 98, Section 98.510, that the prospective participant, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transitions by any federal department of agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connecting with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a

government entity (federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification;

4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause of default.
5. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

**B. Lobbying Restrictions:**

By signing this Agreement MONTEREY WIB hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.

1. No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an employee of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement, MONTEREY WIB shall complete and submit Standard Form - LLL , Disclosure Form to Report Lobbying, in accordance with its instructions.

**C. Nepotism:**

By signing this Agreement MONTEREY WIB certifies that it shall not hire or permit the hiring of any person in a position funded under this Agreement if a member of the person's immediate family is employed in an administrative capacity by MONTEREY WIB. For the purpose of this Agreement, the term's immediate family's means spouse (common law or

otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by MONTEREY WIB. The term's administrative capacity's means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

D. Drug Free Workplace Compliance:

By signing this Agreement MONTEREY WIB hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (Cal. Gov. Code Section 8350 et seq.), as amended, including provision of the requisite certification as set forth therein; and the federal Drug-Free Workplace Act of 1998, including its implementing regulations (29CFR Part 98, commencing with 98.600).

E. Nondiscrimination and Affirmative Action:

By signing this Agreement MONTEREY WIB hereby certifies that it shall conduct not discriminate against any employee or applicant for employment because of race religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex. MONTEREY WIB will take affirmative action to assure that applicants are employed, and that employees are treated during their employment, without regard to their race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex.

### **XXI---PUBLICITY**

No funds provided under this agreement shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress itself. Nor



shall grant funds be used to pay salary or expenses of any grantee or agent acting for such grantee, related to any activity designed to influence legislation or appropriations pending before the Congress.

## **XXII---PUBLIC ANNOUNCEMENTS**

When issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with Federal money, MONTEREY WIB shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of federal funds for the project or program.

## **XXIII -- GRIEVANCES AND COMPLAINT SYSTEM**

- A. MONTEREY WIB shall maintain a grievance and complaint procedures in compliance with the WIA, federal regulation and state statues, regulation and policy.
- B. MONTEREY WIB shall not discriminate or retaliate against any person, or deny to any person a benefit to which that person is entitled under the provisions of the WIA or WIA Regulations because such person has filed a complaint, has instituted or caused to be instituted any proceeding under or related to the Act, has testified or is about to testify in any such proceeding or investigation, or has provided information or assisted in any investigation.
- C. MONTEREY WIB shall permit the Directorate of Civil Rights (or a representative) access to its premises, participants, employees, books, and papers should the need arise during a complaint investigation.

## **XXIV--DISPUTE RESOLUTION AND BREACH**

- A. Dispute:

MONTEREY WIB agrees to use administrative processes and negotiation in attempting to resolve disputes arising from this Agreement. MONTEREY WIB shall continue performance of the Agreement activities during such dispute and shall immediately submit written request for informal review and consultation to the SELACO WIB Administration.

If the dispute is not resolved within thirty (30) days of such request, SELACO WIB through its agent shall review the disputed matter and, after consultation with the SELACO WIB Administration and MONTEREY WIB, reach a resolution. MONTEREY WIB shall be issued a decision in writing that shall bind all parties.

MONTEREY WIB shall be afforded an opportunity to appeal and to offer evidence in support of its appeal. Pending final decision of an appeal, MONTEREY WIB shall proceed with the performance of the Agreement. Upon final disposition, MONTEREY WIB shall comply with SELACO WIB's decision.

B. Breach:

In the event any party fails to perform, in whole or in part, any promise, covenant, or agreement herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein with respect to termination, if any, except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

**XXV-- TERMINATION AND SANCTIONS OF FUNDING**

D. Termination

1. This Agreement may be terminated in whole or in part by SELACO WIB for cause, which shall include but are not limited to:
  - a. Failure for any reason of MONTEREY WIB to fulfill in a timely and proper

manner any of its obligations under this Agreement.

- b. Suspension or termination by the Department of Labor or the State of California grant to SELACO WIB under which this Agreement is made.
  - c. Improper use by MONTEREY WIB of funds furnished under this Agreement.
2. This Agreement may be canceled by either party without cause upon 30 days written notice prior to the effective date of such termination, which shall be specified in the notice.
3. Upon termination or cancellation of this Agreement, MONTEREY WIB shall be responsible for preparation of close out reports and transmittal to SELACO WIB of all documents which are in the possession of MONTEREY WIB that relate to the conduct of the program within the time and within the manner prescribed by SELACO WIB. Final payment to MONTEREY WIB under this Agreement will be made only after SELACO WIB has determined that MONTEREY WIB has satisfactorily completed said close-out procedures.

**XXVI--ENTIRE AGREEMENT**

This Agreement, including all Exhibits referenced, constitutes the entire agreement of the parties and supersedes any previous oral negotiations or written expressions of intent between the parties.

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IN WITNESS WHEREOF, the parties hereto have agreed on this date and year first above written.

**By Southeast Los Angeles County Workforce Investment Board**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Yolanda Castro  
Executive Director

**And,**

**By Monterey County Workforce Investment Board**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

David Spaur  
Director, Economic Development Department