

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN
MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD AND
BRENNAN WORKFORCE CONSULTING FOR WIOA POLICY DEVELOPMENT SERVICES**

This Amendment No. 1 is made to the Professional Services Agreement for the provision of WIOA policy development services, by and between Brennan Workforce Consulting, hereinafter "Contractor," and the Monterey County Workforce Development Board, hereinafter "MCWDB," both of which are collectively referred to as "the parties."

WHEREAS, effective June 1, 2019, the MCWDB and Contractor entered into an Agreement in the amount of \$20,000 for the development of local and sub-regional policies to provide guidance and ensure compliance with WIOA and relevant State Directives ("the Agreement"); and

WHEREAS, the MCWDB and Contractor wish to amend the Agreement to add "MCWDB Fiscal Staff Policy Training" to the Agreement's scope of services and to increase the total amount of the Agreement by \$16,800, to a total amount not to exceed \$36,800;

NOW THEREFORE, the MCWDB and CONTRACTOR hereby agree to amend the Agreement, pursuant to this Amendment No. 1, in the following manner:

1. Section IV (C) (1) shall be amended by removing the language, "Funding available to provide WIOA sub-regional policy consulting and development services for the project term of June 1, 2019 to June 30, 2021 is \$20,000," and replacing it with **"Funding available to provide WIOA sub-regional policy consulting and development services for the project term of June 1, 2019 to June 30, 2021 is \$36,800."**
2. Exhibit A, "Scope of Services," shall be amended by replacing it with Exhibit A-1, Amended Scope of Services, WIOA Policy Development, Revision, and Training Services, June 1, 2019 through June 30, 2021, attached to this Amendment No. 1.
3. Exhibit C, "Budget Detail," shall be amended by replacing it with Exhibit C-1, Amended Budget Detail, WIOA Policy Development, Revision, and Training Services, June 1, 2019 through June 30, 2021, attached to this Amendment No. 1.


Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.

A copy of this Amendment No. 1, including attachments, shall be attached to the original Agreement dated June 1, 2019.

This section intentionally left

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the day and year written below.

MONTEREY COUNTY WORKFORCE
DEVELOPMENT BOARD


Chris Donnelly, Executive Director
Dated: 10/27/2020

CONTRACTOR

By: 
Colleen Brennan
Owner and Principal Consultant
Brennan Workforce Consulting

Approved as to Form:

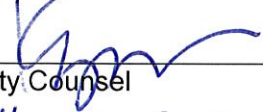

Deputy County Counsel
Dated: 11.02.2020

EXHIBIT A-1

AMENDED SCOPE OF SERVICES

WIOA Policy Development, Revision, and Training Services
June 1, 2019 through June 30, 2021

- I. **PROJECT OVERVIEW:** The purpose of this agreement is to formalize the working relationship and establish the roles and responsibilities of the Monterey County Workforce Development Board (MCWDB) and Brennan Workforce Consulting (Contractor) for the provision of sub-regional WIOA policy development and revision services, and fiscal policies training to MCWDB staff.
- II. **PROJECT PERIOD:** June 1, 2019 through June 30, 2021.
- III. **DUTIES AND RESPONSIBILITIES:**

A. Local Policy Development and Revision

Contractor will perform the following tasks to develop or revise local policies for the Monterey County Workforce Development Board (MCWDB) and the Santa Cruz County Workforce Development Board (SCCWDB) to ensure compliance with WIOA and relevant State directives.

1. Contractor shall meet with MCWDB Executive Director to review and conduct an analysis of current MCWDB policies to identify and prioritize those policies that will require development or revision, including, without limitation, the following:
 - a. Fiscal Policies:
 - i. WIOA Closeout Requirements
 - ii. WIOA Program Income
 - iii. FFATA Compensation Data Reporting Requirements
 - iv. Funds Utilization Requirements for WIOA Funds
 - v. Audit Resolution
 - vi. Audit Requirements
 - vii. Recovery of Tuition and Training Funds
 - viii. Debt Collection
 - b. Non-Fiscal Policies:
 - i. WIOA Memoranda of Understanding
 - ii. Oversight and Monitoring of Non-Discrimination and Equal Opportunity Procedures
 - iii. Allowable costs and prior written approval
 - iv. Selection of America's Job Center of California Operators and Career Services Providers
 - v. Property Management Policy
 - vi. Contracts with Higher Education providers or Eligible Training providers

2. Contractor shall develop or revise the identified policies according to the priority set by the MCWDB Executive Director.
3. Contractor shall edit and resubmit the identified policies to the MCWDB Executive Director until they are approved by the MCWDB Executive Director.
4. Contractor shall compare current local policies identified by the MCWDB Executive Director with those in other WIOA workforce development Areas, research best practices, and provide recommendations regarding policy changes to the MCWDB Executive Director.

B. MCWDB Fiscal Staff Policy Training

1. Contractor shall provide training to MCWDB staff to ensure that MCWDB's fiscal operations are in conformance with WIOA, state and local policy requirements.
 - a. Contractor shall provide training to MCWDB staff in the following areas:
 - i. WIOA Fiscal Monitoring
 - ii. State Expenditure Reporting
 - iii. WIOA Fund Utilization and Closeout Requirements
 - iv. WIOA Training Expenditure Requirements
 - v. Cash Drawdown/Daily Cash Balances

C. Sub-regional Policy Development

1. Contractor shall review policies on specific topics identified by the MCWDB Executive Director and identify those that can be converted to sub-regional policies for the Monterey County and Santa Cruz County workforce development boards.
2. Contractor shall draft new sub-regional policies that conform with WIOA requirements, State requirements and directives, and the objectives set forth by the Monterey County and Santa Cruz County workforce development boards.
3. Contractor shall edit and resubmit the new sub-regional policies to the MCWDB Executive Director until they are approved by the MCWDB Executive Director.

C. MCWDB Role and Responsibilities:

The MCWDB shall provide Contractor with access to information on MCWDB and Santa Cruz County WDB local policies to help Contractor develop written policies and guidance, and to ensure MCWDB and SCCWDB's compliance with relevant State Directives.

D. Evaluation of Contractor:

Authorized federal, state and MCWDB representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this agreement by any means including, but not limited to, inspections of premises, records, reports, audits, and interviews with Contractor, Contractor's employees and agents, and WIOA participants (as appropriate to the services).

E. Records and Audits of Contractor:

- i. **Establishment and Maintenance of Records:** Contractor shall maintain records, including, but not limited to books, financial records, supporting documents, statistical records, personnel, property, and all other pertinent records sufficient to properly reflect all matters covered by this agreement. Such records shall be maintained in accordance with requirements now or hereafter prescribed by the MCWDB.
- ii. **Preservation of Records:** Contractor shall preserve and make available its records for three (3) years from the date of final payment of this agreement. If at the end of the three (3) years, there is litigation or an audit involving those records, Contractor will retain records until the resolution of such litigation or audit.

F. Branding:

WIOA-funded programs will follow federal, state, and WDB branding guidelines. Contractor will not use its brand or promote its own organization without the explicit permission of the WDB. Contractor shall use WDB approved logo in any and all promotional, advertisement, and program related materials relative to the services under this agreement. All materials shall acknowledge the WDB and its role as the source of funding.

G. Budget Modification:

If Contractor requests, in writing, a change in Exhibit C-1 – Amended Budget Summary, the WDB's Executive Director or his or her designee, may authorize, in writing, adjustments of the dollar amount to cost categories or any line item, so long as the total amount of compensation under this agreement remains unchanged. A written request for a budget modification will not be required as long as Contractor is within 10% of the line item in question. Budget modifications or transfers of funds affecting performance benchmarks are prohibited.

EXHIBIT C-1
AMENDED BUDGET DETAIL
WIOA Policy Development, Revision, and Training Services
June 1, 2019 through June 30, 2021

Personnel Costs	Rate	Total
WIOA Policy Development and Revision	\$100/hour	\$17,600
WIOA Fiscal Policy Training for MCWDB Staff, including preparation and materials	\$100/hour	\$16,800
Non-Personnel Costs		
Travel		\$1,500
Supplies		\$300
Telephone, Internet		\$600
Total		\$36,800