

*If disputes cannot be resolved at the AJCC/One-Stop partner level, the issue will be brought to the attention of the One-Stop Operator and all parties to this MOU regarding the conflict. If any dispute cannot be resolved by the One-Stop Operator, it shall be forwarded to the Monterey County WDB Executive Director to place the dispute on the agenda of a special meeting of the Monterey County WDB Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a majority consent of the Executive Committee members present. Thereafter, the Monterey County WDB Executive Director will contact the appropriate parties to verify that all agree with the proposed resolution.*

- g. A description of the periodic modification and review process that will be used to ensure all AJCC partners continue to contribute their fair and equitable share of infrastructure and other system costs, including the identification of who will fulfill this responsibility. This must include a reconciliation schedule. (Who, What, When, How):

*The Monterey County WDB's finance manager was designated by the partners to be responsible for convening the partners of the MOU Phase II to conduct the periodic modification and review process of the infrastructure funding agreement and sharing of other system costs. The WDB finance manager plans to review and reconcile the infrastructure and other system cost budgets periodically throughout the program year against actual costs incurred. Upon the closeout of each fiscal year (June 30), a report with proposed modifications will be made available by the WDB finance manager to the mandated partners to ensure that partner contributions are proportionate to their use of the AJCC/One-Stop and relative benefits received.*

*The partners agree that renewal of this MOU requires all parties to review and agree to all elements of the MOU and to re-sign the MOU. Any amendments or modifications of the MOU only require the parties to review and agree to the elements of the MOU that changed. Non-substantive changes to the MOU, such as minor revisions to the budget or adjustments made due to the annual reconciliation of the budget, do not require renewal of the MOU. Substantial changes, such as changes in AJCC/One-Stop partners, will require renewal of the MOU. All parties understand that the MOU shall be reviewed every year and updated as substantial changes occur.*

- h. Assurance from all non-co-located partners that they agree to pay their proportionate share of infrastructure costs as soon as sufficient data are available to make such a determination: Signatures of authorized representative(s) of the Local Board, the CEO, and all AJCC partners:

*The signatories to this MOU agree to contribute their proportionate share of infrastructure costs for the comprehensive AJCC/One-Stop once sufficient data are available to determine such costs. Costs will be negotiated between the Monterey County Workforce Development Board and the non-co-located partners based on the following:*

- i. Data provided by the State for this purpose.*
- ii. Regulations and directives regarding this requirement issued by the partner's funding source.*
- iii. Locally agreed upon methodology for allocating costs to determine proportionate benefit.*
- iv. Locally agreed upon definition of benefit; and*
- v. Negotiated methods and timeframe for making the agreed upon contribution.*

## **Sharing Infrastructure Costs**

Budget, Cost Allocation Methodology, Initial Proportionate Share

**The Local Board and AJCC partners have chosen this option for developing the infrastructure cost budget:**

\_\_\_\_\_ Option 1: A separate budget for each AJCC.

**X   Option 2: A consolidated system-wide budget for the network of AJCCs**

\_\_\_\_\_ Option 3: A mixture of separate and consolidated budgets for the Local Area's AJCCs.