

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

This Memorandum of Understanding (MOU) is made and entered into this 14 day of July 2016 by the Monterey County Workforce Development Board, hereinafter called "MCWDB" and the San Benito County Workforce Development Board, hereinafter called "SBCWDB".

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 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 agent 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 April 1, 2016 and terminates on September 30, 2017.

**3. Operational and Fiscal Provisions**

The total PROP 39 2.0 Implementation award is \$400,000. 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 MC3 training to begin, and convening an advisory panel.
- b. Convene at least one (1) Advisory Panel per 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 \$40,000 (10% of the overall grant award) for administrative costs.
- f. Review all invoices and reports received from SBCWDB, verify compliance with the grant requirements and this MOU, and forward all invoices for reimbursement to the Fiscal Division of the Monterey County Workforce Development Board for payment.
- g. Reimburse SBCWDB for up to \$19,486 for activities associated with the PROP 39 2.0 Implementation grant project.

- h. Develop a MOU with the Monterey/Santa Cruz Counties Building & Construction Trades Council for the provision of MC3 curriculum.
- i. Track grant expenditures, prepare and submit reports to the State of California, and monitor the PROP 39 2.0 Implementation project activities to ensure compliance with the grant terms and conditions outlined in the grant application.

SBCWDB 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 cohort) in the program's three to four cohorts. See Attachment B: Participant Plan.
- c. Ensure that all participants receive both ACT WorkKeys Ready 101 skill remediation training and pre-assessments.
- d. Ensure that all participants receive ACT WorkKeys post-testing.
- e. Provide Intensive, Supportive, and Retention services as outlined in Attachment A: Program Model.
- f. Participate in data collection and reporting necessary to complete an evaluation of the project.
- g. Maintain financial accounts, records, and data related to this MOU in accordance with federal and/or state requirements and shall 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.
- h. SBCWDB will 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 travel expenses per 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>
SBCWDB 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>

See Attachment C: Detailed Budget.

#### 4. General Provisions

- a. SBCWDB 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 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

Joyce Aldrich

Executive Director, Monterey County Workforce Development Board

Monterey County Economic Development Department

730 La Guardia Street, 2nd Floor Salinas,

CA 93905

831-759-6644

831-796-3324

SAN BENITO COUNTY

Enrique Arreola

Executive Director, San Benito County Workforce Development Board

1111 San Felipe Road, Suite 108

Hollister, California 95023

(831)637-9293

(831)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. The parties to this MOU, San Benito County and Monterey County, shall defend, indemnify and hold each other and their respective officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent acts or omissions or willful misconduct of their respective officers, agents, or employees.

e. 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.

f. 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**

\_\_\_\_\_  
Joyce Aldrich, Executive Director  
Monterey County Workforce Development Board

\_\_\_\_\_  
Date

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


\_\_\_\_\_  
Date

**San Benito County**

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

\_\_\_\_\_  
Date

by  Deputy  
County Counsel, San Benito County

  
\_\_\_\_\_  
Date