

JOINT EXERCISE OF POWER AGREEMENT
FOR THE CREATION OF THE
MOTHER LODGE JOB TRAINING AGENCY

APPROVED
4/16/08 MLBOA

WHEREAS, the Congress of the United States has enacted the Workforce Investment Act, hereinafter referred to as the ACT to consolidate, coordinate, and improve employment, training, literacy, and vocational rehabilitation programs in the United States, and for other purposes; and

WHEREAS, such legislation provides that units of general purpose government may join with other such units in a consortium to qualify as a Workforce Investment Area, hereinafter referred to as the WIA; and

WHEREAS, Article I, Chapter 5, Division 7, Title I of the California Government Code commencing with Section 6500 permits units of local government to enter into agreements for such purposes; and

WHEREAS, the Local Elected Officials of the Counties of Amador, Calaveras, Mariposa and Tuolumne are in agreement that workforce preparation and related services can best be provided and administered within the WIA comprised of the said Counties by the Mother Lode Job Training Agency created hereunder;

NOW, THEREFORE, the parties to this Agreement hereby jointly establish the Mother Lode Job Training Agency, hereinafter referred to as the AGENCY, to be governed by the following articles:

I. PURPOSE

The purpose of the AGENCY is to develop and implement workforce preparation programs within the WIA utilizing funds including, but not limited to, grants under the ACT from/with private firms, non-profit organizations, local governments, the State of California and/or the United States for the alleviation of unemployment or underemployment in the aforementioned Counties of California and to address the needs of job seekers and employers.

The purpose of this Agreement is to create a separate public entity, separate and apart from the parties hereto, which will exercise the powers enumerated in the agreements. The entity, to be known as the Mother Lode Job Training Agency, shall administer this Agreement.

II. AREA OF SERVICE

- A. The geographical areas to be served are the entire counties which are signatories to this Agreement notwithstanding modification by future amendment.
- B. The parties to this Agreement hereby certify that state and local law permit services to be provided within the entire geographical areas of the WIA.
- C. Services will be provided throughout the counties within the WIA. Services will not be provided in counties not signatory to this Agreement. No units of general local government within the area to be served within the WIA have informed the AGENCY that they do not wish to have services provided in their area.

III. ORGANIZATION

A. Board of Directors

- 1. The AGENCY shall be governed by a Board of Directors, hereinafter referred to as the BOARD, consisting of the Chairperson of the Board of Supervisors of each member County, or his/her designee who must also be a local elected official; and of the Chair of the WIA Workforce Investment Board. Each member County's Board of Supervisors shall designate their County's representative to the BOARD and one alternate representative not later than January 31 of each year.
- 2. Each Director shall have one (1) vote in matters before the BOARD.
- 3. The BOARD shall meet at least quarterly. Meetings shall be conducted in public

pursuant to the provisions of the Brown Act. Notice of BOARD meetings shall be made not less than ten (10) days in advance. A quorum of the BOARD shall consist of a simple majority of the membership.

4. The BOARD may meet in special session at the request of two or more BOARD members. Notice of special meetings may be given by telephone seventy-two (72) hours in advance with at least 24-hour written confirmation to follow.
5. A Chair and Vice Chair shall be selected by the BOARD from among its elected officials. The WIB Chair shall not be eligible to serve as Chair or Vice Chair, but shall be eligible to participate in their selection.
6. The BOARD shall have the following powers and responsibilities:
 - a. Administrative policy direction/formulation and supervision of the AGENCY central operations unit hereafter referred to as the operations unit, including hiring and firing authority over the Director(s);
 - b. Acting upon proposed Agreement amendments;
 - c. Making all appointments of the Workforce Investment Board, which shall be made according to State and Federal law;
 - d. Review and approval action on the WIA Strategic Five Year Local Plan;
 - e. Allocating new funds from the ACT for programs in member Counties using the formula method imposed on the Governor by the ACT for allocating funds to WIAs in California;
 - f. Reallocating under-expended program funds based on policies devised by the WIA Workforce Investment Board;
 - g. Review and approval of AGENCY budget.

B. Workforce Investment Board

1. The Workforce Investment Board, hereinafter referred to as the WIB, shall be selected by the BOARD in the manner prescribed by law. The WIB shall consist of:
 - a. No more than seven (7) members from each County who shall represent private sector business. In each County, these members shall have been nominated by the local business organizations and trade associations.
 - b. A sufficient number of representatives from each of the following community

sectors as required by Federal and State regulations:

- i. Local educational entities
 - ii. Labor organizations
 - iii. Economic development agencies
 - iv. Community based organizations
- c. A sufficient number of representatives from each of the following public sectors as required by Federal and State regulations (Note: an individual may represent more than one sector if so authorized):
- i. WIA Title 1 (adult, youth and dislocated workers)
 - ii. Native American Programs
 - iii. Welfare to Work (DOL Funded)
 - iv. Employment Services (EDD, Wagner-Peyser Act)
 - v. Adult Education and Literacy Services
 - vi. Vocational Rehabilitation
 - vii. Veterans Employment Services
 - viii. Older American Act
 - ix. Postsecondary Vocation Education
 - x. Voc. And Applied Technology Education Act
 - xi. Trade Adjustment Assistance
 - xii. Unemployment Insurance
 - xiii. Community Services Block Grant
 - xiv. HUD Employment and Training
 - xv. Workforce Investment in welfare departments
2. Members from the community sectors enumerated in paragraph B.1.b. and c. shall be selected on a geographically equitable basis by the BOARD.
3. All vacancies on the WIB shall be filled by majority vote of BOARD.
4. The WIB shall meet at least quarterly to conduct its business. Notice of WIB meetings shall be made 10 days in advance. A WIB quorum shall consist of one-third (1/3) of the seated membership.
5. The WIB may meet in special sessions at the request of four or more of its members. Notice of special meetings may be given by telephone at least 72 hours in advance with 24-hour written confirmation to follow.
6. At its initial meeting, and annually thereafter, the WIB shall elect a Chair and Vice-

Chair, selected from among its private sector members who shall serve a one-year term.

7. The WIB shall have the following functions and responsibilities:

- a. Provide program policy guidance for and exercise oversight of activities under the Strategic Five Year Plan for the WIA.
- b. Review and approve the selection of grant recipients and program operators in the member County programs.
- c. Design and develop the WIA Strategic Five Year Plan.
- d. Such other duties and responsibilities specifically delineated in the Federal and/or State regulations implementing the ACT.

C. Operations Unit

1. The Director(s) of the Operations Unit shall be directly responsible to the BOARD of the AGENCY and shall be delegated the following powers and responsibilities:

- a. To enter into contracts, subgrants and agreements for the performance of such services as may be required by the terms of any program authorized by the BOARD.
- b. To enter into modifications of grants previously approved by the BOARD.
- c. To sign state and federal grants and modifications as authorized by the BOARD.
- d. To receive and expend funds.
- e. To adopt a personnel system that shall meet Federal and State regulations.
- f. To employ and manage personnel. All staff shall be employees of the AGENCY.
- g. To organize and train staff.
- h. To develop and implement procedures for personnel management, program planning, program operations and program assessment.
- i. To monitor and conduct evaluations of program performance.
- j. To determine the need and recommend to the BOARD the reallocation of resources.
- k. To furnish staff support to the BOARD and to the WIB.

- l. To have custody and charge of all AGENCY property, other than money.
- m. To prepare and maintain documents required of the AGENCY in accordance with federal regulations and adopted AGENCY policies.
- n. To authorize payments by the AGENCY Controller to contractors, employees, and suppliers.
- o. To provide fiscal and property management systems.
- p. To provide a management information system.
- q. To operate programs according to the Strategic Five Year Plan.
- r. To receive and disseminate to affected parties changes and amendments in the ACT and other government regulations affecting the activities of the AGENCY.
- s. To perform additional functions and assume additional responsibilities as determined by the BOARD.
- t. To cause minutes to be taken of all meetings of the WIB and BOARD, and to distribute copies thereof to each member of said groups and to other interested parties making a request therefore.

IV. DEBTS, LIABILITIES, AND OBLIGATIONS

Pursuant to Section 6509 of the California Government Code the debts, liabilities and obligations of the AGENCY shall be those of the AGENCY and not of the parties to this Agreement. General liability, automobile, and workers' compensation insurance coverage shall be maintained by the AGENCY in at least the amounts that one of the parties to this Agreement provides for its own insurance coverage. Should any debts, liabilities, or obligations of the AGENCY not be waived or allowed payable through the assets of the AGENCY, the parties to the Agreement shall each not be liable.

V. MAINTENANCE OF THE AGREEMENT

- A. This Agreement shall become effective immediately upon execution by all parties hereto and shall continue in full force until a motion to dissolve the AGENCY is accepted by a two-thirds vote of the Board of Directors.

- B. Parties to this Agreement must express their intention regarding withdrawal for the next program fiscal year at least one hundred and twenty (120) days prior to the start of that year.
- C. Parties to this Agreement may withdraw from the AGENCY for the program fiscal year in progress at any time by giving sixty (60) days notice. Withdrawal does not affect responsibility for previous action.
- D. Additional counties may petition the BOARD for membership. Petitions for membership in the program fiscal year must be given in sufficient time prior to the start of that year as required by the State of California and California Workforce Investment Board.
- E. Agreement amendments for the purpose of adding additional counties, or for any other purpose of modification, shall be referred to the Board of Directors for voting. This may be accomplished by mail. Amendments must be approved by a two-thirds vote of the BOARD.
- F. Upon termination of this Agreement, any money or other property, real or personal, in the possession of the AGENCY Operations Entity after the payment of all costs, expenses, and charges incurred under this Agreement shall be distributed first to the United States Government, or the State of California, if such is required by those agencies. After such required distribution, and after the satisfaction of all encumbrances, outstanding expenses and costs chargeable to the AGENCY, surplus funds or other property remaining in the possession of the AGENCY shall be distributed in the manner and in the order as follows:
 - 1. Funds and other property contributed directly by any party shall be distributed back to such party, in whole or as a pro-rata share, as dictated by available funds or other property.
 - 2. Any further funds or other property remaining in the possession of the AGENCY shall be distributed among the parties to the agreement based on the pro-rata share of federal, state or other grants the parties hereto would have otherwise been entitled to in their individual and separate capacities.

VI. DEPOSITORY/ACCOUNTABILITY/BONDING

- A. The County of Tuolumne, hereinafter referred to as Fund Recipient, shall be the

Controller and Depository of the AGENCY. As Depository, the Controller shall have custody of all monies received by the AGENCY, and the Controller shall:

1. Receive and receipt for all said money of the AGENCY and place it in the Treasury of the Fund Recipient to the credit of the AGENCY;
2. Be responsible upon his/her official bond for safekeeping and disbursement of all money of the AGENCY so held by him/her;
3. Pay, when due, out of said money of the AGENCY so held, all sums due from AGENCY money, only upon warrants of or checks issued by said Controller;
4. When allowable under law, the Controller shall credit interest earnings due on said money to the credit of the AGENCY. All interest earned is to be kept in a reserve account. The purpose of the reserve account is for the payment of the AGENCY's disallowed expenditures, if any, as determined by the granting authority. Interest earnings over and above a reserve limit, as established by the Board of Directors, shall be used in the same manner as program money.
5. Verify and report in writing on the 25th day of July, October, January, and April of each year to the Board of Directors, to the parties of this Agreement, and to the WIB the amount of said money held for the AGENCY, the amount of receipts since the last report, the amount credited for interest earnings, and the amount paid out since the last report.

- B. The Controller shall establish and maintain such funds and accounts as may be required by good accounting practice. All of the books and records of the AGENCY, including those in the custody of the BOARD Chair, WIB Chair, Controller or Director(s), shall be open to inspection at all reasonable times by representatives of the parties.

VII. SEVERABILITY

Should any part, term, portion, or provision of this Agreement be decided to be in conflict with any law of the federal government or State of California, or otherwise be unenforceable or ineffectual, the validity of remaining parts, terms, portions, or provisions can be construed in substance to constitute the agreement that the parties intended to enter into in the first instance.

CERTIFICATION OF AGREEMENT


WITNESS THE EXECUTION HEREOF the date set opposite our respective names:

County of Amador, a political subdivision:

By 
Board of Supervisors

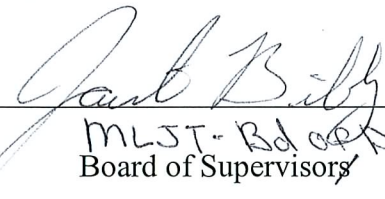
EXECUTED
on April 16, 2008

County of Calaveras, a political subdivision:

By 
Board of Supervisors


EXECUTED
on April 16, 2008

County of Mariposa, a political subdivision:

By 
MLST - Bd. of Dir.
Board of Supervisors

EXECUTED
on 4-16-2008

County of Tuolumne, a political subdivision:

By 
Board of Supervisors

EXECUTED
on April 16, 2008