

**AGREEMENT  
BETWEEN  
THE WORKFORCE DEVELOPMENT BOARDS OF SANTA CRUZ, MONTEREY, SAN LUIS OBISPO, AND  
SANTA BARBARA COUNTIES**

This Agreement (Agreement) is made and entered into, effective the 1<sup>st</sup> day of June 2018 by the Workforce Development Board of Santa Cruz County, hereinafter called "SCWDB," the Workforce Development Board of San Luis Obispo County, hereinafter called "SLOWDB," the Workforce Development Board of Santa Barbara County, hereinafter called "SBWDB," and the Monterey County Workforce Development Board, hereinafter called "MCWDB," which are herein referred to collectively as the "Coastal RPU Entities."

**WHEREAS**, the Workforce Innovation and Opportunity Act (WIOA) of 2014 mandated the identification of planning and service delivery regions comprised of local workforce development areas within a defined geographic region;

**WHEREAS**, the California Workforce Development Board (CWDB) designated the local workforce development boards of Santa Cruz, Monterey, San Luis Obispo, and Santa Barbara counties as the Coastal Regional Planning Unit or "Coastal RPU," one of 14 regional planning units within California;

**WHEREAS**, WIOA mandates that regional planning units engage in regional coordination resulting in the development of a regional plan, regional service delivery strategies, and regional administrative cost arrangements among its local areas;

**WHEREAS**, the Coastal RPU Entities desire to contract with one another in order to provide workforce development services benefitting the residents of the Coastal RPU; and

**WHEREAS**, the Coastal RPU Entities desire to set forth herein the terms and conditions under which regional workforce development services will be provided and reimbursements for the costs thereof shall be furnished.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

**1. PURPOSE**

The purpose of this Agreement is to set forth the responsibilities of the Coastal RPU Entities as they relate to regional workforce development activities and administration of grants from the CWDB. Generally, these activities and grants are funded pursuant to WIOA discretionary funding. This Agreement is intended to provide the framework for reimbursing the Coastal RPU Entities for the costs of regional activities. MCWDB was designated by the CWDB as the fiscal agent for the Coastal RPU with the authority and obligation to administer regional coordination WIOA grants. These regional WIOA grants are intended to support regional alignment by creating a leadership structure that improves coordination among local boards, fosters local workforce development system alignment to produce demand-driven skill attainment, and enhances regional sector partnerships.

Coordination and alignment of the Coastal RPU leadership is also intended to connect labor force supply side with targeted sectors by aligning innovative approaches to removing employment barriers.

**2. TERM**

This Agreement commences on June 1, 2018 and terminates on June 30, 2019, unless sooner terminated as provided herein.

**3. OPERATIONAL AND FISCAL PROVISIONS**

As the fiscal agent for the Coastal RPU, the MCWDB has been awarded WIOA funding for regional activities from the following sources:

Grant Fund Source	Grant Number and Code	Total Grant Award Amount	Amounts Allocated in Exhibits B1-B5	Previously Awarded Funds*
Slingshot Implementation	K7102044/1075	\$1,000,000	\$1,000,000	\$0
Regional Organizer	K102044/1089	\$85,714	\$71,278	\$14,436
Regional Plan Implementation	K8106646/1122	\$300,000	\$300,000	\$0
<b>Total</b>		<b>\$1,385,714</b>	<b>\$1,371,278</b>	

\*These funds were awarded to the MCWDB for regional activities before the start date of this Agreement; if unspent, they will revert to the State of California.

The MCWDB will administer these grants as follows:

MCWDB will:

- a. Communicate on regional coordination grant activities to the Coastal RPU Entities for the purposes of regional project management.
- b. Convene the Coastal RPU Entities for at least one (1) face-to-face meeting per quarter for a maximum of four (4) meetings per year.
- c. Develop funding applications, workplans, and budgets for the Slingshot, Regional Organizer, and other CWDB projects that require a regional approach.
- d. Appoint staff to administer the Slingshot and Regional Organizing projects.
- e. Reimburse Coastal RPU Entities for all activities and services required herein as prescribed in Exhibits A1 through A3 and B1 through B3, specifically:
  - a. Reimburse SCWDB in the maximum amount of \$173,638 for the workforce development activities and services described in Exhibit A1, in accordance with the budget summary for SCWDB detailed in Exhibit B1.
  - b. Reimburse SBWDB in the maximum amount of \$279,689 for the workforce development activities and services described in Exhibit A2, in accordance with the budget summary for SBWDB detailed in Exhibit B2.
  - c. Reimburse SLOWDB in the maximum amount of \$3,200 for the workforce development activities and services described in Exhibit A3, in accordance with the budget summary for SLOWDB detailed in Exhibit B3.

- f. Retain a maximum amount of \$785,605 for the workforce development activities and services described in Exhibit A4, in accordance with the budget summary for MCWDB detailed in Exhibit B4.
- g. Retain a maximum amount of \$129,146 for the fiscal agent activities and administrative costs described in Exhibit A5, in accordance with the budget summary for MCWDB detailed in Exhibit B5.
- h. Track grant expenditures, prepare and submit reports to the CWDB, and monitor regional coordination grant activities to ensure compliance with grant terms and conditions.

Coastal RPU Entities will:

- a. Provide services as specified in the applicable Exhibits A1 through A5, in accordance with the budget summaries specified in the applicable Exhibits B1 through B5.
- b. Participate in regional coordination activities, as defined in WIOA Section 106 (c)(1) (A-H), including:
  - a. Preparation of a regional plan (A);
  - b. Establishment of regional service strategies, including use of cooperative service delivery agreements(B);
  - c. Development and implementation of sector initiatives for in-demand industry sectors or occupations for the region (C);
  - d. Collection and analysis of regional labor market information (D);
  - e. Establishment of administrative cost arrangements, including the pooling of funds for administrative costs as appropriate for the region (E);
  - f. Coordination of transportation and other supportive services, as appropriate for the region (F);
  - g. Coordination of services with regional economic development services and providers (G); and
  - h. Establishment of an agreement concerning how the Coastal RPU will collectively negotiate and reach agreement with the Governor on local levels of performance for, and report on, performance accountability measures for the Coastal RPU. (H).
- c. Participate in scheduled Coastal RPU Entity meetings and conference calls, including designating an individual to attend meetings and conference calls as necessary.
- d. Submit data for quarterly Regional Implementation reports per established deadlines.
- e. Work with designated regional staff to support efforts to align regional investments (Regional Organizer, Regional Training Coordinator, Slingshot, Strong Workforce, Adult Education Block Grant, and Career Pathways Trust).
- f. Participate in workgroups established to support regional activities.
- g. Provide data collection and reports necessary to complete evaluations of Coastal RPU activities.
- h. Maintain financial accounts, records, and data related to this Agreement in accordance with federal and/or state requirements and maintain those books, accounts, records and data for three (3) years after termination of this Agreement. For the duration of this Agreement, and for a period of three (3) years thereafter, all Coastal RPU entity's representatives, representatives of the CWDB, 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 Agreement for the purposes of auditing and verifying statements, invoices, bills, expenditures and revenues provided under and administered pursuant to this Agreement.

- i. Agree to comply with Exhibit D: WIOA Certifications and Assurances, attached to this AGREEMENT.
- j. Use Exhibit C: Invoice for Reimbursement for monthly reimbursement requests.

#### 4. GENERAL PROVISIONS

This Agreement constitutes the entire agreement and understanding between the parties, and supersedes any prior or contemporaneous agreement, or understandings, if any, regarding the subject matter of this Agreement. Any changes or modifications shall be accomplished only by a written amendment to this Agreement, executed by the duly authorized representatives of all parties.

#### 5. NOTICES

Notices provided pursuant to this Agreement shall be given personally, by email or by regular mail addressed to each of the following:

SANTA CRUZ COUNTY  
Andy Stone, Director  
Santa Cruz County  
Workforce Development Board  
18 W. Beach Street  
Watsonville, California 95076  
Email: Andy.Stone@santacruzcounty.us  
(831) 763-8824  
(831) 763-8786 (FAX)

MONTEREY COUNTY  
Chris Donnelly, Director  
Monterey County  
Workforce Development Board  
1441 Schilling Place, North  
Salinas, CA 93901  
Email: DonnellyC@co.monterey.ca.us  
(831) 759-6644  
(831) 796-3321(FAX)

SAN LUIS OBISPO COUNTY  
Tammy Aguilera, Director  
San Luis Obispo County  
Workforce Development Board  
PO Box 8119  
San Luis Obispo, CA 95901  
Email: taguilera@co.slo.ca.us  
(805) 781-1838  
(805) 781-1846 (FAX)

SANTA BARBARA COUNTY  
Raymond L. McDonald, Executive Director  
Santa Barbara County  
Workforce Development Board  
130 E. Ortega Street  
Santa Barbara, CA 93101  
Email: R.McDonald@sbcsocialserv.org  
(805) 681-4453  
(805) 884-6811 (FAX)

#### 6. INDEMNIFICATION AND INSURANCE

##### a. Indemnification

Each Coastal RPU Entity shall indemnify, defend, and hold harmless the MCWDB, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Coastal RPU Entities and/or their agents, employees or sub-contractors, excepting only loss, injury or

damage caused by the negligence or willful misconduct of personnel employed by the MCWDB. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the MCWDB. The Coastal RPU Entities shall reimburse the MCWDB for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Coastal RPU Entities are obligated to indemnify, defend and hold harmless the MCWDB under this Agreement.

The MCWDB shall indemnify, defend, and hold harmless each Coastal RPU Entity, their officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by the MCWDB and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by a Coastal RPU Entity. It is the intent of the parties to this Agreement to provide the broadest possible coverage for each Coastal RPU Entity. The MCWDB shall reimburse each Coastal RPU Entity for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the MCWDB is obligated to indemnify, defend and hold harmless each Coastal RPU Entity under this Agreement.

The indemnification obligations established by this Agreement shall survive the termination of this Agreement. These indemnification obligations extend to the expiration of the statute of limitations applicable to claims arising out of this agreement.

**b. Insurance**

Evidence of Coverage: Prior to commencement of this Agreement, each party to this Agreement shall provide a "Certificate of Insurance" or letter of self-insurance certifying that coverage has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, each party upon request shall provide a certified copy of the policy or policies.

Each party shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement. Coastal RPU Entities shall send, without demand by the other parties of this agreement, annual certificates as directed above. If the certificate is not received by the expiration date, the other parties to this agreement shall notify the Coastal RPU Entity which has a lapse in verification. That entity shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by any of the parties to maintain such insurance is a default of this Agreement, which entitles the each of the remaining parties to this agreement, at their sole discretion, to terminate this Agreement immediately.

**7. CONSTRUCTION, SEVERABILITY, AND INTERPRETATION OF AGREEMENT**

The Coastal RPU Entities agree that each party has fully participated in the review and drafting of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement. In the event of any conflict or inconsistency between the

provisions of this Agreement and the provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

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.

This Agreement shall be governed by and interpreted under the laws of the State of California and applicable federal law. Venue of litigation arising under this Agreement shall be in the Superior Court of California, Monterey County.

#### **8. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by all parties.

#### **9. EXHIBITS**

The following exhibits are attached hereto and incorporated by reference:

1. Exhibit A – Local Area Service & Budget Specifications for:
  - A1. Service Specifications for SCWDB
  - A2. Service Specifications for SBWDB
  - A3. Service Specifications for SLOWDB
  - A4. Service Specifications for MCWDB
  - A5. Service Specifications for MCWDB (fiscal agent)
2. Exhibit B – Detailed Project Budget for each local area:
  - B1. Budget Summary for SCWDB
  - B2. Budget Summary for SBWDB
  - B3. Budget Summary for SLOWDB
  - B4. Budget Summary for MCWDB
  - B5. Budget Summary for MCWDB (fiscal agent)
3. Exhibit C – Monthly Invoice
4. Exhibit D – WIOA Compliance, Certifications, and Assurances
5. Exhibit E – Regional Plan Implementation Work Plan

PER SIGNATURE, WE AGREE TO THE PROVISIONS OF THIS AGREEMENT.

**Monterey County Board of Supervisors**  
**Chief Elected Official**  
**Monterey County Workforce Development Area**

\_\_\_\_\_  
Chair, Monterey County Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chris Donnelly, Executive Director  
Monterey County Workforce Development Board

\_\_\_\_\_  
Date

Approved as to form:

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

\_\_\_\_\_  
Date

**Santa Cruz County Board of Supervisors  
Chief Elected Official  
Santa Cruz County Workforce Development Area**

\_\_\_\_\_  
Chair, Santa Cruz County Board of Supervisors

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
County Counsel, Santa Cruz County

\_\_\_\_\_  
Date

**San Luis Obispo County Board of Supervisors  
Chief Elected Official  
San Luis Obispo County Workforce Development Area**

\_\_\_\_\_  
Chair, San Luis Obispo County Board of Supervisors

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
County Counsel, San Luis Obispo County

\_\_\_\_\_  
Date

**Santa Barbara County Board of Supervisors  
Chief Elected Official  
Santa Barbara County Workforce Development Area**

\_\_\_\_\_  
Chair, Santa Barbara County Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Raymond L. McDonald, Executive Director,  
Santa Barbara County Workforce Development Board

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
County Counsel, Santa Barbara County

\_\_\_\_\_  
Date

## EXHIBIT A1

### Santa Cruz County Workforce Development Board

#### Regional Service Specifications

The Santa Cruz County Workforce Development Board (SCWDB) will provide workforce development services in support of Coastal RPU regional activities, as specified below.

For the **Slingshot Initiative**, SCWDB will:

- a. Contract with the Health Improvement Partnership of Santa Cruz County (HIP) to support the development, adoption, and implementation of the Community Health Worker curriculum in Santa Cruz County.
- b. Ensure that HIP works in coordination with the designated Regional Slingshot Coordinator.
- c. Ensure that representatives from HIP attend regional Slingshot meetings and events, and network with business and education partners in collaboration with the Regional Slingshot Coordinator.
- d. Report monthly on HIP activities, including meetings attended and contacts made. Reports shall provide the total number of contacts made and the names and contact information for each contact. Reports shall be submitted to the Regional Slingshot Coordinator by the 15<sup>th</sup> of the month following the reporting month.
- e. Hire one (1) .5 Full-time Equivalent Business Engagement Specialist.
- f. Provide direct supervision of Business Engagement Specialist.
- g. Ensure the Business Engagement Specialist works in coordination with the Regional Slingshot Coordinator.
- h. Ensure that the Business Engagement Specialist reaches out to employers, and attends regional Slingshot meetings and events, in collaboration and coordination with the Slingshot Coordinator.
- i. Report monthly on Business Engagement Specialist activities, including business contacts made. Reports shall provide the total number of contacts made and the names and contact information for each business contact. Reports shall be submitted to the Regional Slingshot Coordinator by the 15<sup>th</sup> of the month following the reporting month.

For the **Regional Plan Implementation**, SCWDB will:

- a. Utilize funding provided in Exhibit B1 to secure video conferencing tools to support its full participation in regional conference calls and meetings

## EXHIBIT A2

### Santa Barbara County Workforce Development Board

#### Regional Service Specification

The Santa Barbara County Workforce Development Board (SBWDB) will provide workforce development services in support of Coastal RPU regional activities, as specified below.

For **Regional Organizing and Regional Plan Implementation Initiatives**, SBWDB will:

- a. Utilize funding provided in Exhibit B2 to:
  1. Secure video conferencing tools to support its full participation in regional conference calls and meetings;
  2. Develop brochures and other collateral material to support outreach to individuals with limited English proficiency who may be eligible for workforce development services.
- b. Hire an employee or contractor to serve as one Southern Sub-Region Regional Organizer.
  1. Regional Organizer Duties and Responsibilities shall be:
    - i. Interfaces with State Officials, Workforce Development Board directors, executives in private industry, government & education.
    - ii. Works collaboratively and in coordination with the Regional Organizer for the northern sub-region (Santa Cruz County Workforce Development Board and Monterey County Workforce Development Board regions).
    - iii. Acts as the liaison between the CWDB and Coastal RPU regional leaders and facilitate the communication pipeline between the CWDB and Coastal RPU Directors in the southern region (Santa Barbara County Workforce Development Board and San Luis Obispo County Workforce Development Board regions).
    - iv. Encourages alignment of workforce development, education and economic development in an effort to engage employer/industry champions and to promote services to individuals with barriers to employment by supporting ongoing dialogue between labor, business, education, community, and the public workforce system for the southern sub-region.
    - v. Supports southern sub-region Coastal RPU Directors in connecting CWDB members and Technical Assistance (TA) providers with regional partners to assist in implementing opportunities, removing barriers and meeting challenges, including identifying and overcoming policy obstacles.
    - vi. Supports implementation of the Coastal RPU's Regional Plan.
    - vii. Identifies promising practices and successful convening efforts that link policy and practice for the southern sub-region.

- viii. Assists in identifying related and relevant state and federal grant projects in the southern sub-region that should be aligned/coordinated with the regional effort.
  - ix. Participates in conference calls with the other Regional Organizers.
  - x. Attends meetings with the CWDB and TA staff, participating in regional/statewide convening(s).
  - xi. Reports monthly to the Coastal RPU designated fiscal agent. Reports shall include details on the activities of the Regional Organizer and progress on the Regional Plan Implementation and Regional Organizer approved Work plan, attached as Exhibit E: Regional Plan Implementation Work Plan.
  - xii. Perform other related duties as appropriate and assigned by the SLOWDB and SBWDB Directors.
- c. Provide direct supervision or oversight of the Regional Organizer in coordination with the SLOWDB.

For the **Slingshot Initiative**, SBWDB will:

- a. Hire as an employee or contractor to serve as one part-time Southern Sub-Region Sector Specialist.
  - 1. Southern Sub-Region Sector Specialist Duties and Responsibilities shall be:
    - i. Works in coordination with the Monterey County Regional Slingshot Coordinator.
    - ii. Coordinates Slingshot Project meetings and attendance of employers, training providers, community colleges, and other education partners.
    - iii. Attends regional Slingshot meetings and events, and networks with business and education partners in collaboration with the appropriate SLOWDB and SBWDB staff, and Regional Slingshot Coordinator.
    - iv. Assists the Regional Slingshot Coordinator with region-wide events and meeting coordination.
    - v. Reports monthly on Sector Specialist activities, including meetings attended and contacts made. Reports shall provide the total number of contacts made and the names and contact information for each contact.
      - 1. Reports shall be submitted to the Regional Slingshot Coordinator by the 15<sup>th</sup> of the month following the reporting month.
- b. Provide direct supervision or oversight of the Southern Sub-Region Sector Specialist in coordination with the SLOWDB.
- c. Hire as an employee or contractor to serve as one part-time Southern Sub-Region Business Engagement Specialist
  - 1. Southern Sub-Region Business Engagement Specialist Duties and Responsibilities shall be:
    - i. Works in coordination with the Regional Slingshot Coordinator.

- ii. Convenes and staffs Slingshot Project internal industry and economic development meetings.
  - iii. Reaches out to employers, attends regional Slingshot meetings and events, in collaboration and coordination with the Regional Slingshot Coordinator.
  - iv. Reports monthly to the SLOWDB, SBWDB Directors, and Regional RPU (for reporting to the State). Reports include business contacts made, the total number of contacts made and the names and contact information for each business contact.
    - 1. Reports shall be submitted by the SLOWDB and SBWDB Directors to the Regional Slingshot Coordinator by the 15<sup>th</sup> of the month following the reporting month.
- d. Provide direct supervision or oversight of Southern Sub-Region Business Engagement Specialist in coordination with the SLOWDB.

## **EXHIBIT A3**

### **San Luis Obispo County Workforce Development Board**

#### **Regional Service Specifications**

The San Luis Obispo County Workforce Development Board (SLOWDB) will provide workforce development services in support of Coastal RPU regional activities, as specified below.

For the **Regional Plan Implementation Initiative**, SLOWDB will:

- a. Utilize funding provided in Exhibit B3 to secure video conferencing tools to support its full participation in regional conference calls and meetings.

## EXHIBIT A4

### Monterey County Workforce Development Board

#### Regional Service Specification

The Monterey County Workforce Development Board (MCWDB) will provide workforce development services in support of Coastal RPU regional activities, as specified below.

For the **Regional Organizing and Regional Plan Implementation Initiatives**, MCWDB will:

- a. Hire one (1) .55 Full-time Equivalent Regional Organizer for the northern sub-region.
- b. Provide direct supervision of the Regional Organizer in coordination with the Santa Cruz County Workforce Development Board.
- c. Secure California Employment Development Department approval for the use of specialized tracking systems for the Eligible Training Provider List (ETPL) and supportive services.
- d. Act as primary point of contact for consultant and legal services provider in the development of a regional non-profit entity for the Coastal RPU.
- e. Utilize funding provided in Exhibit B4 to:
  1. secure video conferencing tools to support its full participation in regional conference calls and meetings;
  2. develop brochures and other collateral material to support outreach to individuals with limited English proficiency who may be eligible for workforce development services.
- f. Ensure that the Regional Organizer:
  1. Works collaboratively and in coordination with the Regional Organizer for the southern sub-region;
  2. Acts as the liaison between the CWDB and Coastal RPU regional leaders and facilitate the communication pipeline between the CWDB and Coastal RPU Entity directors in the northern sub-region;
  3. Encourages alignment of workforce development, education and economic development in efforts to engage employer/industry champions and to promote services to individuals with barriers to employment by supporting ongoing dialogue between labor, business, education, community, and the public workforce system for the southern sub-region;
  4. Supports northern Coastal RPU Entity Directors in connecting CWDB members and Technical Assistance (TA) providers with regional partners to assist in implementing opportunities, removing barriers and meeting challenges, including identifying and overcoming policy obstacles;
  5. Supports implementation of the Coastal RPU's Regional Plan;
  6. Identifies promising practices and successful convening efforts that link policy and practice for the southern sub-region;

7. Identifies related and relevant state and federal grant projects in the northern sub-region that should be aligned/coordinated with the regional effort;
8. Participates in conference calls with the other Regional Organizers;
9. Attends meetings with the CWDB and TA staff, participating in regional/statewide convening(s);
10. Works with regional coalitions, the California Workforce Association, and the CWDB to build the capacity of northern sub-region local board staff; and
11. Reports monthly to the Coastal RPU designated fiscal agent. Reports shall include details on the activities of the Regional Organizer, including progress on the Regional Plan Implementation/Regional Organizer approved workplan, attached as Exhibit E: Regional Plan Implementation Work Plan.

For the **Slingshot Initiative**, MCWDB will:

- a. Hire one (1) Full-time Equivalent Regional Slingshot Coordinator.
- b. Provide direct supervision of the Regional Slingshot Coordinator.
- c. Hire one (1) .5 Full-time Equivalent Assistant to support the Regional Slingshot Coordinator
- d. Provide direct supervision of the Assistant.
- e. Ensure that the Regional Slingshot Coordinator's duties include convening and staffing Slingshot Project meetings with training providers, community colleges, and other education partners.
- f. Ensure that the Regional Slingshot Coordinator attends regional Slingshot meetings and events, and networks with business and education partners in collaboration with the Regional Slingshot Coordinator.
- g. Ensure that the Assistant assists the Regional Slingshot Coordinator with event/meeting coordination.
- h. Consult with Coastal Region local boards to identify appropriate uses for funds retained by MCWDB (funds set-aside for training, internships, and other contractual services) that support regional priorities.
- i. Act as primary point of contact for professional services provider conducting the Slingshot evaluation.
- j. Lead the development of outreach materials for the region.
- k. Report monthly on Slingshot activities for Monterey County, including meetings attended and contacts made. Reports shall provide the total number of contacts made and the names and contact information for each contact. Reports shall be submitted to the Fiscal Agent by the 15<sup>th</sup> of the month following the reporting month.

## EXHIBIT A5

### Monterey County Workforce Development Board

#### Regional Fiscal Agent Service Specification

The Monterey County Workforce Development Board (MCWDB) will provide fiscal agent and administrative services in support of Coastal RPU regional activities, as specified below.

For the **Fiscal Agent duties**, MCWDB will:

- a. Accept funds, ensure fiscal accountability, and complete fiscal reporting.
- b. Procure services and contract funds as agreed to by local Workforce Boards in the Coastal RPU; to include:
  - a. Regional website representing the Coastal Region's business services;
  - b. Professional services to develop career pathway materials;
  - c. Professional services to evaluate and recommend opportunities for streamlining administrative and programmatic tasks across the region; and
  - d. Legal and planning services related to the development of a non-profit representing the Coastal RPU.
- c. Report Quarterly Reporting and Reporting Outcomes (to state and other Local Board Directors).
- d. Schedule and coordinate meetings between the local Workforce Boards in the Coastal region.
- e. Work with the Regional Organizers to coordinate local Board efforts to align regional investments (Regional Organizer, Regional Training Coordinator, Slingshot, Strong Workforce, Adult Education Block Grant and Career Pathways Trust).
- f. Report expenditures to the CWDB, process Coastal RPU Entity(s) reimbursement requests, and track grant funds and expenditures.
- g. Review all invoices and reports received from Coastal RPU Entities, verify compliance with grant requirements and this Agreement, and forward all invoices for reimbursement to the Fiscal Division of the MCWDB for payment.

**EXHIBIT B1**

**BUDGET SUMMARY**

WIOA Regional Services  
June 1, 2018 through June 30, 2019

<b>Organization:</b>	<b>Santa Cruz County WDB</b>
<b>Contract Year:</b>	

<b>OPERATING COSTS</b>	<b>Slingshot (GC 1075)</b>	<b>RO (GC 1089)</b>	<b>RPI (GC 1122)</b>	<b>Total</b>
<b>A. SALARIES AND FRINGE BENEFITS</b>				
Regional Organizer	\$0.00	\$0.00	\$0.00	\$0.00
Business Engagement Specialist	\$77,138.00	\$0.00	\$0.00	\$77,138.00
Sector Specialist	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal Salaries &amp; Fringe Benefits</b>	<b>\$77,138.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$77,138.00</b>
<b>B. OTHER OPERATING</b>				
Outreach/Advertising	\$2,500.00	\$0.00	\$0.00	\$2,500.00
Copying/Printing	\$0.00	\$0.00	\$0.00	\$0.00
Dues/Membership	\$0.00	\$0.00	\$0.00	\$0.00
Facilities Rent/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
Meeting Room Rent	\$500.00	\$0.00	\$0.00	\$500.00
Postage	\$0.00	\$0.00	\$0.00	\$0.00
Staff Development	\$2,800.00	\$0.00	\$0.00	\$2,800.00
Staff Travel	\$0.00	\$0.00	\$0.00	\$0.00
Supplies (Not Testing)	\$0.00	\$0.00	\$0.00	\$0.00
Telephone	\$0.00	\$0.00	\$0.00	\$0.00
Computer/Technology	\$2,500.00	\$0.00	\$3,200.00	\$5,700.00
Contractual Services	\$85,000.00	\$0.00	\$0.00	\$85,000.00
Other (Specify)	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal Other Operating</b>	<b>\$93,300.00</b>	<b>\$0.00</b>	<b>\$3,200.00</b>	<b>\$96,500.00</b>
<b>B. DIRECT PARTICIPANT COSTS</b>				
Training	\$0.00	\$0.00	\$0.00	\$0.00
Internships	\$0.00	\$0.00	\$0.00	\$0.00
Supportive Services	\$0.00	\$0.00	\$0.00	\$0.00
Stipends	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal Participant Costs</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>C. Indirect Cost</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL BUDGET</b>	<b>\$170,438.00</b>	<b>\$0.00</b>	<b>\$3,200.00</b>	<b>\$173,638.00</b>

# EXHIBIT B1

## BUDGET SUMMARY

WIOA Regional Services  
June 1, 2018 through June 30, 2019

### Budget Narrative

#### Salaries:

Business Engagement Specialist-Slingshot: At the discretion of SCWDB

#### Outreach:

Outreach - Slingshot: \$2,500 for outreach and materials for business engagement in priority sectors.

#### Meeting Space:

Meeting Space-Slingshot: \$500 for meeting room space for Slingshot convenings including meetings with industry and education partners and regional meetings for Slingshot staff.

#### Staff Development:

Staff Development - Slingshot: \$2,800 for conferences, on-line training and professional development.

#### Computer Technology:

Computer Technology - Slingshot: \$2,500 laptops/devices for Business Engagement Specialist.

Computer Technology - RPI: \$3,200 for video conference components (2 conference mini-computers at \$1,000 per unit, 1 monitor at \$1,000 per unit, and 2 video conferencing cameras at \$100 per unit).

#### Contractual Services

Contractual Services - Slingshot: \$85,000 for coordination and project management of SCWDB's Slingshot project by the Health Improvement Partnership (HIP) of Santa Cruz.

**EXHIBIT B2**

**BUDGET SUMMARY**

WIOA Regional Services  
June 1, 2018 through June 30, 2019

<b>Organization:</b>	<b>Santa Barbara County WDB</b>
<b>Contract Year:</b>	

<b>OPERATING COSTS</b>	<b>Slingshot (GC 1075)</b>	<b>RO (GC 1089)</b>	<b>RPI (GC 1122)</b>	<b>Total</b>
<b>A. SALARIES AND FRINGE BENEFITS</b>				
Regional Organizer	\$0.00	\$30,715.00	\$67,036.00	\$97,751.00
Business Engagement Specialist	\$67,158.00	\$0.00	\$0.00	\$67,158.00
Sector Specialist	\$94,980.00	\$0.00	\$0.00	\$94,980.00
<b>Subtotal Salaries &amp; Fringe Benefits</b>	<b>\$162,138.00</b>	<b>\$30,715.00</b>	<b>\$67,036.00</b>	<b>\$259,889.00</b>
<b>B. OTHER OPERATING</b>				
Outreach/Advertising	\$1,000.00	\$0.00	\$2,500.00	\$3,500.00
Copying/Printing	\$0.00	\$0.00	\$0.00	\$0.00
Dues/Membership	\$0.00	\$0.00	\$0.00	\$0.00
Facilities Rent/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
Meeting Room Rent	\$0.00	\$0.00	\$0.00	\$0.00
Postage	\$0.00	\$0.00	\$0.00	\$0.00
Staff Development	\$0.00	\$0.00	\$0.00	\$0.00
Staff Travel	\$4,100.00	\$750.00	\$2,050.00	\$6,900.00
Supplies (Not Testing)	\$2,000.00	\$1,000.00	\$0.00	\$3,000.00
Telephone	\$0.00	\$0.00	\$0.00	\$0.00
Computer/Technology	\$1,200.00	\$500.00	\$4,700.00	\$6,400.00
Other (Specify)	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal Other Operating</b>	<b>\$8,300.00</b>	<b>\$2,250.00</b>	<b>\$9,250.00</b>	<b>\$19,800.00</b>
<b>B. DIRECT PARTICIPANT COSTS</b>				
Training	\$0.00	\$0.00	\$0.00	\$0.00
Internships	\$0.00	\$0.00	\$0.00	\$0.00
Supportive Services	\$0.00	\$0.00	\$0.00	\$0.00
Stipends	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal Participant Costs</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>C. Indirect Cost</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL BUDGET</b>	<b>\$170,438.00</b>	<b>\$32,965.00</b>	<b>\$76,286.00</b>	<b>\$279,689.00</b>

## EXHIBIT B2

### BUDGET SUMMARY WIOA Regional Services June 1, 2018 through June 30, 2019

#### Budget Narrative

##### **Salaries:**

Regional Organizer -RO and RPI: At the discretion of SBWDB

Business Engagement Specialist-Slingshot: At the discretion of SBWDB

Sector Specialist - Slingshot: At the discretion of SBWDB

##### **Outreach:**

Outreach - Slingshot: \$1,000 for outreach and materials for industry convening and sector meetings.

Outreach - RPI: \$2,500 for outreach and initiatives to improve services to Limited English Proficient individuals.

##### **Staff Travel:**

Staff Travel-Slingshot: \$4,100 for mileage, accommodation, meal reimbursements related to Slingshot project including meetings with industry and education partners and regional meetings for Slingshot staff.

Staff Travel - RO: \$750 for mileage, accommodation, meal reimbursements during travel related to regional organizer responsibilities for the period of April -July 2018.

Staff Travel - RPI: \$2,050 for mileage, accommodation, meal reimbursement during travel related to Regional Organizer responsibilities including attending RO Exchanges for the period of August 2018 - June 2019, including 4 regional exchange meetings at \$300 per meeting.

##### **Computer Technology:**

Computer Technology - Slingshot: \$1,500 laptops/devices for Sector Specialist and Business Engagement staff.

Computer Technology - RO: \$500 misc technology costs.

Computer Technology - RPI: \$1,500 for laptop and technology for Regional Organizer; \$3,200 for video conference components (2 conference mini computers at \$1,000 per unit , 1 monitor at \$1,000 per unit, and 2 video conferencing cameras at \$100 per unit) total = \$4,700.

**EXHIBIT B3**

**BUDGET SUMMARY**

WIOA Regional Services  
June 1, 2018 through June 30, 2019

<b>Organization:</b>	<b>San Luis Obispo County WDB</b>
<b>Contract Year:</b>	

<b>OPERATING COSTS</b>	<b>Slingshot (GC 1075)</b>	<b>RO (GC 1089)</b>	<b>RPI (GC 1122)</b>	<b>Total</b>
<b>A. SALARIES AND FRINGE BENEFITS</b>				
Regional Organizer	\$0.00	\$0.00	\$0.00	\$0.00
Business Engagement	\$0.00	\$0.00	\$0.00	\$0.00
Sector Specialist	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal Salaries &amp; Fringe Benefits</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>B. OTHER OPERATING</b>				
Outreach/Advertising	\$0.00	\$0.00	\$0.00	\$0.00
Copying/Printing	\$0.00	\$0.00	\$0.00	\$0.00
Dues/Membership	\$0.00	\$0.00	\$0.00	\$0.00
Facilities Rent/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
Meeting Room Rent	\$0.00	\$0.00	\$0.00	\$0.00
Postage	\$0.00	\$0.00	\$0.00	\$0.00
Staff Development	\$0.00	\$0.00	\$0.00	\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00	\$0.00
Supplies (Not Testing)	\$0.00	\$0.00	\$0.00	\$0.00
Telephone	\$0.00	\$0.00	\$0.00	\$0.00
Computer/Technology	\$0.00	\$0.00	\$3,200.00	\$3,200.00
Other (Specify)	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal Other Operating</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,200.00</b>	<b>\$3,200.00</b>
<b>B. DIRECT PARTICIPANT COSTS</b>				
Training	\$0.00	\$0.00	\$0.00	\$0.00
Internships	\$0.00	\$0.00	\$0.00	\$0.00
Supportive Services	\$0.00	\$0.00	\$0.00	\$0.00
Stipends	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal Participant Costs</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>C. Indirect Cost</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL BUDGET</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,200.00</b>	<b>\$3,200.00</b>

**Budget Narrative**

**Computer Technology**

computers at \$1,000 per unit , 1 monitor at \$1,000 per unit, and 2 video conferencing cameras at \$100 per unit)

## EXHIBIT B4

### BUDGET SUMMARY

WIOA Regional Services  
June 1, 2018 through June 30, 2019

<b>Organization:</b>	<b>Monterey County WDB</b>
<b>Contract Year:</b>	

OPERATING COSTS	Slingshot (GC 1075)	RO (GC 1089)	RPI (GC 1122)	Total
<b>A. SALARIES AND FRINGE BENEFITS</b>				
Regional Organizer	\$0.00	\$30,715.00	\$49,159.00	\$79,874.00
Regional Slingshot Coordinator	\$155,662.00	\$0.00	\$0.00	\$155,662.00
Slingshot Assistant	\$69,908.00	\$0.00	\$0.00	\$69,908.00
<b>Subtotal Salaries &amp; Fringe Benefits</b>	<b>\$225,570.00</b>	<b>\$30,715.00</b>	<b>\$49,159.00</b>	<b>\$305,444.00</b>
<b>B. OTHER OPERATING</b>				
Outreach/Advertising	\$71,592.00	\$0.00	\$2,500.00	\$74,092.00
Copying/Printing	\$0.00	\$0.00	\$0.00	\$0.00
Dues/Membership	\$0.00	\$0.00	\$0.00	\$0.00
Facilities Rent/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
Meeting Room Rent	\$0.00	\$0.00	\$0.00	\$0.00
Postage	\$0.00	\$0.00	\$0.00	\$0.00
Staff Development	\$0.00	\$0.00	\$0.00	\$0.00
Staff Travel	\$12,000.00	\$750.00	\$1,450.00	\$14,200.00
Supplies (Not Testing)	\$2,000.00	\$1,000.00	\$0.00	\$3,000.00
Communications/Telephone	\$1,026.00	\$0.00	\$707.00	\$1,733.00
Computer/Technology	\$3,720.00	\$500.00	\$54,700.00	\$58,920.00
Contractual Services	\$177,241.00	\$0.00	\$85,000.00	\$262,241.00
Other (Specify)	\$4,000.00	\$0.00	\$0.00	\$4,000.00
<b>Subtotal Other Operating</b>	<b>\$271,579.00</b>	<b>\$2,250.00</b>	<b>\$144,357.00</b>	<b>\$418,186.00</b>
<b>B. DIRECT PARTICIPANT COSTS</b>				
Training	\$52,291.00	\$0.00	\$0.00	<b>\$52,291.00</b>
Internships	\$9,684.00	\$0.00	\$0.00	<b>\$9,684.00</b>
Supportive Services	\$0.00	\$0.00	\$0.00	\$0.00
Stipends	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal Participant Costs</b>	<b>\$61,975.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$61,975.00</b>
<b>C. Indirect Cost</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL BUDGET</b>	<b>\$559,124.00</b>	<b>\$32,965.00</b>	<b>\$193,516.00</b>	<b>\$785,605.00</b>

**Budget Narrative**

**Salaries:**

Regional Organizer - RO and RPI: 22-30 hours/ week for 78 weeks @ \$40.57 per hour plus FICA at rate of 7.65%  
Regional Slingshot Coordinator - Slingshot: Up to 40 hours/week for 78 weeks @\$40.57 per hour plus FICA  
Slingshot Assistant - Slingshot: At the discretion of SBWDB

**Outreach:**

Outreach - Slingshot: \$79,592 for outreach, materials, regional meetings with partners, industry, and educ  
Outreach - RPI: \$2,500 for outreach and initiatives to improve services to Limited English Proficient individ

## EXHIBIT B4

### BUDGET SUMMARY WIOA Regional Services June 1, 2018 through June 30, 2019

#### Budget Narrative

##### Staff Travel:

Staff Travel-Slingshot: \$12,000 for mileage, accommodation, meal reimbursements, and registration fees related to Regional Slingshot Coordinator & Assistant's travel to regional meetings in each local area within the Coastal Region, including meetings with industry and education partners and regional meetings for Slingshot staff.

Staff Travel - RO: \$750 for mileage, accommodation, meal reimbursements during travel related to regional organizer responsibilities for the period of April -July 2018.

Staff Travel - RPI: \$1450 for mileage, accommodation, meal reimbursement during travel related to Regional Organizer responsibilities including attending RO Exchanges for the period of August 2018 - June 2019.

##### Computer Technology:

Computer Technology - Slingshot: \$3,720 laptop, devices, and software for Slingshot Coordinator and Slingshot Asst.

Computer Technology - RO: \$500 misc technology costs.

Computer Technology - RPI: \$11,500 for regional website development and hosting; \$3,200 for video conference components (2 conference mini computers at \$1,000 per unit, 1 monitor at \$1,000 per unit, and 2 video conference cameras at \$100 per unit) total; and \$40,000 for I-TRAIN information management system set up = \$58,200

##### Communications

Comm/Telephone - Slingshot: \$1026 for Portable Verizon WiFi, Unlimited data plan, One time fee for device. \$17.75 device fee, \$37.99 per month

##### Contractual Services

Contractual Services - Slingshot: \$177,241 for professional services to be determined. Includes:

1. \$20,000 for evaluation of Slingshot project.

Contractual Services - RPI: \$85,000 for competitively procured professional services:

1. \$45,000 for legal/planning services for development of non-profit.
2. \$20,000 for consultant services to evaluate/recommend ways that Coastal Region may streamline administrative functions, eliminate duplication, and reduce costs.
3. \$20,000 for development of materials identifying career pathways in the priority sectors in the Region.

##### Other:

Other - Slingshot: \$4,000 budgeted for WorkKeys on-line assessment licenses for each local area in Coastal Region 23%

##### Participant Costs

Training - Slingshot: \$52,291 for Tuition support & textbooks for CHW training cohorts in the 3 classes by March 2019

Internships - Slingshot: \$9,684 for stipends for interns.

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## EXHIBIT B5

### BUDGET SUMMARY Administrative Costs

June 1, 2018 through June 30, 2019

<b>Organization:</b>	<b>Monterey County WDB</b>
<b>Contract Year:</b>	

<b>ADMINISTRATIVE COSTS</b>	<b>Amount Awarded</b>	<b>Amount Retained</b>	<b>Percentage Retained</b>
Slingshot (GC 1075)	\$1,000,000.00	\$100,000.00	1000.0%
Regional Organizer (GC 1089)	\$85,714.00	\$5,348.00	6.3%
Regional Plan Implementation (GC 1122)	\$300,000.00	\$23,798.00	7.9%
<b>TOTAL Admin Budget</b>	<b>\$1,385,714.00</b>	<b>\$129,146.00</b>	

#### Budget Narrative

Funds retained by MCWDB from all fund sources for "administrative costs" will fund staff time from Accounting, the WDB Fiscal Manager, and Regional Slingshot Coordinator in the performance of procurement, contract development, financial reporting, budget management, accounts receivable, accounts payable services, payroll, audits and conducting financial, fiscal, and procurement reviews.

# EXHIBIT C

## Monthly Invoice

### Coastal RPU - Regional Services Program 17-18 and 18-19

**Monterey County Workforce Development Board**  
 c/o Fiscal Manager  
 1441 Schilling Place, North  
 Salinas, CA 93901

Invoice #: 100  
 Date: May 17, 2018

Expenditure for  
 the month of: Jan-18

**Agency:**  
 Name of Agency here  
 Address of agency here  
 City, State, Zip code

**Fund Source:**

Budget Item	Current Expenditures	YTD Expenditures	Total Budget	Remaining Budget	% Expended
<b>A. Salaries and Fringe Benefits</b>					
Salaries	\$0.00	\$0.00	\$0.00	\$0.00	0%
Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00	0%
<b>B. Other Operating</b>					
Advertising	\$0.00	\$0.00	\$0.00	\$0.00	0%
Audit	\$0.00	\$0.00	\$0.00	\$0.00	0%
Copying/Printing	\$0.00	\$0.00	\$0.00	\$0.00	0%
Dues/Membership	\$0.00	\$0.00	\$0.00	\$0.00	0%
Equipment Lease/Purchase/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0%
Facilities Rent/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0%
Insurance	\$0.00	\$0.00	\$0.00	\$0.00	0%
Legal Fees	\$0.00	\$0.00	\$0.00	\$0.00	0%
Meeting Room Rent	\$0.00	\$0.00	\$0.00	\$0.00	0%
Misc (License, Tax, Other Fees)	\$0.00	\$0.00	\$0.00	\$0.00	0%
Postage	\$0.00	\$0.00	\$0.00	\$0.00	0%
Publications	\$0.00	\$0.00	\$0.00	\$0.00	0%
Staff Development	\$0.00	\$0.00	\$0.00	\$0.00	0%
Staff Travel	\$0.00	\$0.00	\$0.00	\$0.00	0%
Supplies (Not Testing)	\$0.00	\$0.00	\$0.00	\$0.00	0%
Telephone	\$0.00	\$0.00	\$0.00	\$0.00	0%
Computer/Technology	\$0.00	\$0.00	\$0.00	\$0.00	0%
Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00	0%
Other (Specify)	\$0.00	\$0.00	\$0.00	\$0.00	0%
<b>C. Direct Participant Costs</b>					
Training					
Internships					
Supportive Services					
Stipends					
<b>D. Indirect Cost</b>					
	\$0.00	\$0.00	\$0.00	\$0.00	0%
<b>TOTAL BUDGET</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>
Monthly Obligations:					
Monthly Program Income:					
Accrued Expenditures:					

## EXHIBIT D

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### GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

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The following applies to all programs and/or projects funded under the Workforce Innovation and Opportunity Act (WIOA) conducted by the Coastal RPU Entity.

#### 1. COMPLIANCE

In performance of this Agreement, each COASTAL RPU ENTITY will fully comply with:

- a. The provisions of the Workforce Innovation and Opportunity Act (WIOA) of 2014; the Office of Management and Budget (OMB) Uniform Administrative Requirements, Allowable Costs, Cost Principles, and Audit Requirements for Federal Awards, Final Rule at 2 Code of Federal Regulations (CFR), Chapter I and Chapter II, Part 200, et al (hereafter referred to as Uniform Guidance 2 CFR Part 200); and the Department of Labor (DOL) exceptions at 2 CFR Chapter II, Part 2900, et al. (hereafter referred to as DOL Exceptions 2 CFR Part 2900); and all regulations, legislation, directives, policies, procedures and amendments issued pursuant thereto.
- b. All State legislation and regulations to the extent permitted by Federal law and all policies, directives and/or procedures, which implement the WIOA.
- c. The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to DOL job training programs.
- d. Each COASTAL RPU ENTITY will ensure diligence in managing programs under this Agreement, including performing appropriate monitoring of its activities and taking prompt corrective action against known violations of the WIOA. Each COASTAL RPU ENTITY agrees to conform to the provisions of the WIOA and the contract requirements as referenced in Uniform Guidance 2 CFR Part 200, Appendix II and DOL Exceptions 2 CFR Part 2900, Appendix II to Part 200.

#### 2. CERTIFICATIONS / ASSURANCES

Except as otherwise indicated, the following certifications apply to all COASTAL RPU ENTITIES.

- a. **Corporate Registration:** COASTAL RPU ENTITY, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
- b. **American's Disabilities Act (ADA):** Each COASTAL RPU ENTITY agrees to comply with the American's Disabilities Act (ADA) of 1990, which, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C.12101 et seq.)
- c. **False Claims Act:** Each COASTAL RPU ENTITY, by signing this Agreement, agrees to assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets. Each COASTAL RPU ENTITY shall assure that all annual, final fiscal reports, monthly claims, invoices, and vouchers, it submits for the purpose of requesting payment will include a certification, signed by an official who is authorized to legally bind COASTAL RPU ENTITY, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise." (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

- d. **Authority to Bind COASTAL RPU ENTITY:** Each COASTAL RPU ENTITY shall furnish the MCWDB in writing, a list of persons authorized to execute on behalf of COASTAL RPU ENTITY: Agreements, modifications to Agreements, invoices or other documents as may be required by the MCWDB.
- e. **Sectarian Activities:** Each COASTAL RPU ENTITY certifies that this Agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- f. **Drug-Free Workplace Certification:** By signing this Agreement, each COASTAL RPU ENTITY hereby certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- (1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - (2) Establish a Drug-Free Awareness Program to inform employees about:
    - a. The dangers of drug abuse in the workplace;
    - b. The person's or organization's policy of maintaining a drug-free workplace;
    - c. Any available counseling, rehabilitation and employee assistance programs; and
    - d. Penalties that may be imposed upon employees for drug abuse violations.
  - (3) Every COASTAL RPU ENTITY employee who works on this Agreement will:
    - a. Receive a copy of the COASTAL RPU ENTITY's drug-free policy statement; and
    - b. Agree to abide by the terms of the COASTAL RPU ENTITY's drug-free policy statement as a condition of employment on the Agreement.
- g. **Debarment and Suspension Certification:** By signing this Agreement, each COASTAL RPU ENTITY hereby certifies under penalty of perjury under the laws of the State of California that it will comply with regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix I, and that it, to the best of its knowledge and belief, certifies that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
  - (2) Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract. Nor shall any COASTAL RPU ENTITY have, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for 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 Section 2 of this Debarment and Suspension 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 or default. Where a COASTAL RPU ENTITY is unable to

certify to any of the statements in this Debarment and Suspension Certification, it shall attach an explanation to this Agreement.

- h. **Mandatory Disclosures:** All WIOA and Wagner-Peyser recipients of Federal awards must disclose, as required at 2 CFR 200.113, in a timely manner, in writing to the Federal awarding agency or the MCWDB, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 (Remedies for noncompliance), including suspension or debarment.
- i. **Lobbying Certification:** By signing this AGREEMENT, each COASTAL RPU ENTITY hereby assures and certifies to compliance with the lobbying restrictions which are codified in the DOL regulations at Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR 2900, as follows:
  - (1) No Federal appropriated funds have been paid, by or on behalf of the COASTAL RPU ENTITY, 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 Federal contract, grant loan, or cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative 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, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - (3) Each COASTAL RPU ENTITY shall require that the language of the lobbying restrictions be included in the award documents for Agreement transactions over \$100,000 (per OMB) at all tiers (including AGREEMENTs, contracts, and subcontracts, under grants, loan, or cooperative Agreements), and that all subrecipients shall certify and disclose accordingly.
  - (4) This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- j. **Priority Hiring Considerations:** If this AGREEMENT includes services in excess of \$200,000, the COASTAL RPU ENTITY shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code §10353.
- k. **Unenforceable Provision:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected hereby.
- l. **Non-discrimination Clause / Affirmative Action / Equal Employment Opportunity:**
  - (1) The conduct of the parties to this Agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated hereunder and the provisions of WIOA Section 188.
    - a. As a condition to the Agreement of financial assistance from the DOL under WIOA, each COASTAL RPU ENTITY assures that it has the ability to comply with the nondiscrimination and equal

opportunity provisions of the following laws and will remain in compliance for the duration of the Agreement:

- i. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship/status or participation in any WIOA financially assisted Title I-program or activity;
  - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
  - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
  - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- b. Each COASTAL RPU ENTITY also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above, this assurance applies to each COASTAL RPU ENTITY's operation of the WIOA financially assisted program or activity, and to all Agreements that COASTAL RPU ENTITY makes to carry out the WIOA financially assisted program or activity. Each COASTAL RPU ENTITY understands that the United States has the right to seek judicial enforcement of this assurance.
  - c. Each COASTAL RPU ENTITY agrees to include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
  - d. These assurances are binding on each Coastal RPU ENTITY for the term of this Agreement, as specified in 29 CFR section 38.26(b).
- (2) Each COASTAL RPU ENTITY will take affirmative action to assure that no individual will be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration or in connection with any services or activities authorized under the WIOA in violation of any applicable nondiscrimination law, including laws prohibiting discrimination on the basis of age, race, sex, color, religion, national origin, disability, political affiliation or belief. All complaints alleging discrimination must be filed and processed according to the procedures in the applicable DOL nondiscrimination regulations.
  - (3) Each COASTAL RPU ENTITY will assure that discriminatory job orders will not be accepted, except where the stated requirement is a bona fide occupational qualification (BFOQ). See, generally, 42 U.S.C. 2000(e)–2(e), 29 CFR parts 1604, 1606, 1625. (3)
  - (4) Each COASTAL RPU ENTITY will assure that employment testing programs will comply with 41 CFR part 60–3 and 29 CFR part 32 and 29 CFR 1627.3(b)(iv).
  - (5) Each COASTAL RPU ENTITY agrees to conform to non-discrimination and equal opportunity requirements and procedures, including the MCWDB's discrimination complaint procedures in compliance with the

WIOA, the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, Federal regulations and State statutes, regulations and policy. (Reference MCWDB Policy 2018-01 – Nondiscrimination and Equal Opportunity Procedures and policy attachments, accessible at <http://www.montereycountywib.org/policies/policies/>).

- (6) Each COASTAL RPU ENTITY will be governed by WIOA procedures relating to complaints alleging violations of the WIOA, regulations, other Agreements under the WIOA including terms and conditions of employment. Participants will be notified in writing, upon enrollment into employment or training, of the WIOA complaint procedures including notification of their right to file a complaint and instructions on how to do so. Complaint procedures include: (1) the right to file a complaint, (2) the opportunity to resolve complaints informally, (3) written notice of hearings, and (4) a final decision within sixty (60) days of the date of filing.
- (7) Each COASTAL RPU ENTITY will comply with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL.”
- (8) Each COASTAL RPU ENTITY shall ensure equal employment opportunity based on objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, performance evaluation, and employee management relations.

- m. **Indemnification:** The following provision applies only if a COASTAL RPU ENTITY is a governmental entity: Pursuant to Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.
- n. **Salary and Bonus Limitations:** In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading “Employment and Training” that are available for expenditure on or after June 15, 2006, including funds expended pursuant to this Agreement, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to COASTAL RPU ENTITYs providing goods and services as defined in Uniform Guidance 2 CFR Part 200 and the DOL Exceptions 2 CFR Part 2900. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the States, the compensation levels for programs involved including DOL Employment and Training Administration programs. See Training and Employment Guidance Letter #05-06 for further clarification at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2262](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262).

The incurrence of costs and receiving reimbursement for these costs under this Agreement certifies that each COASTAL RPU ENTITY has read the above special condition and is in compliance.

- o. **Federal Funding Accountability and Transparency Act (FFATA):** As required by FFATA, recipients of Federal awards are required to report sub-award and executive compensation information. By signing this Agreement, COASTAL RPU ENTITY hereby assures and certifies to comply with the provisions of FFATA, which includes requirements referenced in Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.
- p. **Air or Water Pollution Violation:** Under State laws, each COASTAL RPU ENTITY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to any cease and desist order not subject to review issued pursuant to

Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of Federal law relating to air or water pollution.

- q. **Clean Air Act and Federal Water Pollution Control Act:** All Agreements between the MCWDB and each COASTAL RPU ENTITY in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

### 3. STANDARDS OF CONDUCT

Each COASTAL RPU ENTITY hereby assures that in administering this Agreement, it shall comply with the standards of conduct hereinafter set out, for maintaining the integrity of the Agreement and avoiding any conflict of interest in its administration.

- a. **General Assurance:** Every reasonable course of action will be taken by COASTAL RPU ENTITY in order to maintain the integrity of the expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial, or political gain. Each COASTAL RPU ENTITY agrees to conform to the non-discrimination requirements as referenced in WIOA Section 188.
- b. **Conflict of Interest:** An executive or employee of any COASTAL RPU ENTITY will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed, in whole or in part, by any COASTAL RPU ENTITY; supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement. No member of any COASTAL RPU ENTITY will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents. For the purpose of this Agreement, a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein has a financial interest in or a tangible personal benefit from a firm considered for a contract, subcontract, or Agreement. (Reference 2 CFR Part 200.318(c)(1)(2) – Conflict of Interest) If a non-Federal entity, has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears unable to be impartial in conducting a procurement action involving a related organization. (Reference 2 CFR Part 200.318(c)(2))
- c. **Buy-American:** Each COASTAL RPU ENTITY agrees that, as stated in sec. 502 of WIOA, all funds authorized in WIOA and the Wagner- Peyser Act must be expended on only American made equipment and products, as required by the Buy American Act (41 U.S.C. 8301–8305).
- d. **Nepotism:** Each COASTAL RPU ENTITY certifies that it shall not hire nor 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. For the purpose of this Agreement, the term “immediate family” means spouse (common law or otherwise), child, mother, father, brother, sister, brother/sister-in-law, son/daughter-in-law, mother/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 any COASTAL RPU ENTITY. The term “administrative capacity” means persons who have overall administrative responsibility for a program, including but not limited to, selection, hiring, or supervisory responsibilities.

- e. **Procurement:** Each COASTAL RPU ENTITY must comply with the procurement policy and procedures which reflect applicable local, State and Federal laws and regulations, and the standards identified in Uniform Guidance 2 CFR Part 200.318 – General Procurement Standards. (Reference MCWDB Policy 2013-01 – Procurement Standards and policy attachments; <http://www.montereycountywib.org/policies/policies/>)

#### **4. SUBCONTRACTING**

- a. Upon approval from the MCWDB, any of the work or services specified in this AGREEMENT which will be performed by other than a COASTAL RPU ENTITY will be evidenced by a written Agreement specifying the terms and conditions of such performance.
- b. Each COASTAL RPU ENTITY will maintain and adhere to an appropriate system, consistent with Federal, State and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.
- c. The system for awarding contracts will contain safeguards to insure a COASTAL RPU ENTITY does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

#### **5. RESOLUTION**

A county, city, district or other local public body must provide the MCWDB and the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an AGREEMENT, authorizing execution of this Agreement. Preferably resolutions should authorize a designated position rather than a named individual.

#### **6. FUNDING**

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds. The parties hereby enter into this Agreement in advance of confirmation of the availability of funds for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the AGREEMENT was executed after that determination was made.
- b. This AGREEMENT is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State fiscal years covered by this Agreement for the purposes of this program and; (2) sufficient funds are made available to the State by the United States Government for the fiscal years covered by this AGREEMENT for the purposes of the programs described in the scope of services. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- c. At the expiration of the terms of this Agreement or upon termination prior to the expiration of this Agreement, funds not obligated for the purpose of this Agreement will be immediately remitted to the MCWDB, and shall no longer be available to any COASTAL RPU ENTITY.
- d. The MCWDB retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, provided COASTAL RPU ENTITY is given prompt notice and the opportunity for an informal review of the MCWDB's decision. The Executive Director of the MCWDB or his/her designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of a COASTAL RPU ENTITY to

comply with the provisions of this Agreement, or with the WIOA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.

## **7. FISCAL ACCOUNTABILITY**

- a. Each COASTAL RPU ENTITY 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 WIOA assets are safeguarded against loss from unauthorized use or disposition, and that accounting transactions affecting WIOA fund accountability are properly charged and recorded by administrative and program cost categories to permit the preparation of accurate and supportable financial reports.
- b. Each COASTAL RPU ENTITY will comply with controls, record keeping and fund accounting procedure requirements of WIOA, Federal and State regulations, and directives to ensure the proper accounting for program funds paid to a COASTAL RPU ENTITY by the MCWDB through a cost reimbursement process.
- c. This Agreement provides for the reimbursement of allowable costs that are identified and approved in the AGREEMENT budget, and incurred in the operation of the programs specified in the scope of services. Back-up documentation is required from each COASTAL RPU ENTITY to justify reimbursement payments made under this AGREEMENT.
- d. All expenditures must be reported on an accrual basis of accounting.
- e. No cost shall be allowed under this AGREEMENT which is not specifically identified in each COASTAL RPU ENTITY's approved budget. Each COASTAL RPU ENTITY shall not transfer funds between cost categories or adjust designated "total budget" line items without prior written approval by the MCWDB (applicable to cost reimbursement contracts only). Invoices for reimbursement submitted by any COASTAL RPU ENTITY that include designated total line item expenditures above the total budget for that designated line item will not be paid until the cost overrun is reconciled. All limitations on expenditures specified in Federal and State fiscal requirements shall apply to this AGREEMENT.
- f. Each COASTAL RPU ENTITY shall not charge nor receive compensation under this AGREEMENT for any services or expenses unless said services or expenses are directly and exclusively related to the purpose of this AGREEMENT. In addition, payment may not be received by any COASTAL RPU ENTITY from any other source for said services or expenses. Moreover, funds shall not be allowed for cost incurred before or after the effective dates of this AGREEMENT. Each COASTAL RPU ENTITY shall not use WIOA funds as security or payment for obligations or as loans for activities of other funded programs.
- g. Each COASTAL RPU ENTITY'S personnel whose time is charged to the budget under this AGREEMENT shall be paid on a pro-rata basis commensurate with the percentage of time devoted to the programs specified in the scope of services. Personnel costs including salary shall be reasonable. Employees of each COASTAL RPU ENTITY shall be compensated using WIOA funds under this AGREEMENT only for work performed under the terms of this AGREEMENT.
- h. The MCWDB shall not pay, and each COASTAL RPU ENTITY shall not request, payment for any accrued employee fringe benefits (including vacation and sick time), which were not accrued by the COASTAL RPU ENTITY's employees during the term of this AGREEMENT.
- i. In accordance with the requirements at 2 CFR 200.400(g), each COASTAL RPU ENTITY may not earn or keep any profit resulting from WIOA funds paid under this AGREEMENT, or other federal financial assistance.

- j. Any excess of revenue over costs incurred for services provided by any COASTAL RPU ENTITY must be included in program income. (WIOA secs. 194(7)(A)–(B)). Interest income earned on funds received under WIOA and Wagner-Peyser Act must be included in program income. (WIOA sec.194(7)(B)(iii)) Accordingly, these funds may be retained by a COASTAL RPU ENTITY to underwrite additional training or training related services pursuant to the project or program that generated them, consistent with the purposes of WIOA. When a COASTAL RPU ENTITY ultimately discontinues the provision of all WIOA training and/or services described in this AGREEMENT, program income remaining shall be returned to the MCWDB.
- k. Each COASTAL RPU ENTITY shall make available to the MCWDB, upon request, a complete and detailed record or cost allocation of any expenses that are, in whole or in part, supported with program funds. This detailed account shall include percentages and total contributions from both WIOA and non-WIOA sources. Shared expenses may include, but are not necessarily limited to the following: staff salaries, facilities, equipment, etc.
- l. Travel expenses when permitted should be made at the agency rate per mile, but the rate cannot exceed the Agreement allowed by the Monterey County travel expense reimbursement policy, located online at: [http://www.co.monterey.ca.us/auditor/pdfs/county\\_travel\\_business\\_expense\\_policy\\_12-5-12.pdf](http://www.co.monterey.ca.us/auditor/pdfs/county_travel_business_expense_policy_12-5-12.pdf)

## **8. PAYMENT OF AUTHORIZED EXPENDITURES**

- a. Subject to receipt of funds from the State, the MCWDB agrees to reimburse each COASTAL RPU ENTITY for expenditures authorized in the AGREEMENT budget. Financial reports and invoices are due to the fiscal unit of the MCWDB by the 15th working day of each month and shall include all obligations, expenditures and accruals incurred during the previous month, unless otherwise specified by the MCWDB. Late submission of financial reports and invoices are subject to withholding of payment due to non-compliance with a COASTAL RPU ENTITY'S AGREEMENT to submit timely and accurate reports and invoices. The MCWDB's Fiscal Unit shall pay the certified invoice within 45 days of receiving the certified invoice. Financial information reported on claims must be directly linked to records maintained by the COASTAL RPU ENTITY which support actual delivery of services as outlined in the existing AGREEMENT between COASTAL RPU ENTITY and the MCWDB. The MCWDB shall be the sole judge of what constitutes adequate supporting documentation.
- b. Each COASTAL RPU ENTITY shall be paid in accordance with the AGREEMENT and budget, not to exceed the maximum Agreement specified. Any cost incurred by a COASTAL RPU ENTITY over and above the maximum Agreement obligated by the AGREEMENT and budget shall be at the sole risk and expense of the COASTAL RPU ENTITY.

## **9. PERFORMANCE ACCOUNTABILITY**

- a. Each COASTAL RPU ENTITY, commencing as of the date of execution of this AGREEMENT by both parties, shall perform all the functions set forth in the AGREEMENT scope of services. Adequate performance under this AGREEMENT is essential and each COASTAL RPU ENTITY shall measure its performance results against goals and performance standards provided by this AGREEMENT. Measured performance below goals standards will constitute noncompliance with the terms of this AGREEMENT.
- b. It is the responsibility of each COASTAL RPU ENTITY to bring to the attention of the MCWDB areas of performance which are below goals and standards and, with respect to each such area, prepare a corrective action plan or a statement justifying modification of operational plans. In addition, upon receipt of any monitoring report or other communication identifying areas of concern, a corrective action plan must be submitted to the MCWDB within the time frame identified in the report. A corrective action plan shall consist of the following:

(1) Specific Actions to be taken

- (2) The objective of each action
- (3) Completion dates
- (4) Person(s) responsible
- (5) Result(s) to be accomplished

- c. A COASTAL RPU ENTITY shall submit all corrective plans to the MCWDB for written approval. If approved, the COASTAL RPU ENTITY shall keep the MCWDB aware of progress, on a continuing basis, until the corrective action plan results are accomplished. The MCWDB reserves the right to require modifications to the corrective action plan, satisfactory to the MCWDB, in the event of failure by a COASTAL RPU ENTITY to achieve the specified results.

## **10. MAINTENANCE OF EFFORT**

Each COASTAL RPU ENTITY shall comply with the following maintenance of effort requirements:

- a. Each COASTAL RPU ENTITY warrants that participant positions funded through this AGREEMENT are in addition to those that would otherwise be financed by the COASTAL RPU ENTITY without assistance under WIOA.
- b. Participant positions funded through this AGREEMENT shall: (1) result in an increase in employment opportunities over those that would otherwise be available; (2) not result in the displacement of currently employed workers, including partial displacement such as a reduction in hours of non-over time work, wages or employment benefits; (3) not impair existing contracts for service or result in a substitution of Federal funds for other funds in connection with work that would otherwise be performed; (4) not substitute public service and/or work experience positions for existing jobs.
- c. Each COASTAL RPU ENTITY will not terminate, layoff or reduce the working hours of an employee for the purpose of hiring an individual with funds available under WIOA.
- d. Each COASTAL RPU ENTITY will not hire any person using funds available under WIOA when any other person is on layoff for the same or substantially equivalent job.

## **11. AMENDMENTS**

This AGREEMENT may be unilaterally modified by the MCWDB, under the following circumstances:

- a. There is a decrease in Federal or State funding levels and contract amount is to be reduced, the MCWDB will seek to reduce funds fairly and as reasonably necessary across the COASTAL RPU ENTITIES.
- b. Funds awarded to a COASTAL RPU ENTITY have not been expended in accordance with the budget included in the approved COASTAL RPU ENTITY'S plan. A reduction in the contract amount and reallocation of funds to another COASTAL RPU ENTITIY may occur if, after consultation with the COASTAL RPU ENTITY, the MCWDB has determined, in a manner consistent with State and Federal law, regulations and policies, that funds will not be spent in a timely manner.
- c. There is a change in State and Federal law or regulation requiring a change in the provisions of this AGREEMENT.

Except as provided above, the AGREEMENT may be amended only in writing by the mutual AGREEMENT of both parties.

## **12. REPORTING**

- a. Each COASTAL RPU ENTITY will compile and submit reports of activities, performance and expenditures by the specified dates prescribed by the MCWDB. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this AGREEMENT will result in funds not being paid to the COASTAL RPU ENTITY by the MCWDB; however, the COASTAL RPU ENTITY will have an opportunity to correct any reporting requirement failures.

### 13. TERMINATION

This AGREEMENT may be terminated, in whole or in part, for either of the two following circumstances:

- a. **Termination for Convenience:** Either the MCWDB or a COASTAL RPU ENTITY may request a termination, in whole or in part, for convenience. A COASTAL RPU ENTITY will give a ninety (90) calendar day advance notice in writing to the MCWDB. The MCWDB will give a ninety (90) calendar day advance notice in writing to COASTAL RPU ENTITY.
- b. **Termination for Cause:** The COASTAL RPU ENTITY may terminate this AGREEMENT, in whole or in part, when it has determined that another COASTAL RPU ENTITY has substantially violated a specific provision of the WIOA regulations, the Uniform Guidance, or implementing State legislation and corrective action has not been taken.

All notices of termination must be in writing and be delivered personally or by deposit in the U.S. Mail postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U.S. Postal Service. Notices shall be addressed to:

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SANTA CRUZ COUNTY  
 Andy Stone, Director  
 Santa Cruz County  
 Workforce Development Board  
 18 W. Beach Street  
 Watsonville, California 95076  
 Email: Andy.Stone@santacruzcounty.us  
 (831) 763-8824  
 (831) 763-8786 (FAX)

MONTEREY COUNTY  
 Chris Donnelly, Executive Director  
 Monterey County  
 Workforce Development Board  
 1441 Schilling Place, North  
 Salinas, CA 93901  
 Email: DonnellyC@co.monterey.ca.us  
 (831) 759-6644  
 (831) 796-3321(FAX)

SAN LUIS OBISPO COUNTY  
 Tammy Aguilera, Director  
 San Luis Obispo County  
 Workforce Development Board  
 PO Box 8119  
 San Luis Obispo, CA 95901  
 Email: taguilera@co.slo.ca.us  
 (805) 781-1838  
 (805) 781-1846 (FAX)

SANTA BARBARA COUNTY  
 Raymond L. McDonald, Executive Director  
 Santa Barbara County  
 Workforce Development Board  
 130 East Ortega Street  
 Santa Barbara, CA 93101  
 Email: R.McDonald@sbcsocialserv.org  
 (805) 681-4453  
 (805) 884-6811 (FAX)

### 14. RECORDS MAINTENANCE & RETENTION

- a. If participants are served under this AGREEMENT, each COASTAL RPU ENTITY will use CalJOBS <https://www.caljobs.ca.gov>, online case management systems as prescribed by the County of Monterey.

- b. Each COASTAL RPU ENTITY will retain all records pertinent to this AGREEMENT for a period of three (3) years from the date of final payment of this AGREEMENT. If, at the end of three (3) years, there is litigation or an audit involving those records, each COASTAL RPU ENTITY will retain the records until the resolution of such litigation or audit. (Refer to Uniform Guidance, Subpart D, Part 200.333-200.337.)
- c. The MCWDB, the State of California, and/or the U.S. DOL, or their designee (refer to Uniform Guidance, Subpart F, Part 200.500-200.521) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this AGREEMENT. For purposes of this section, "access to" means that each COASTAL RPU ENTITY shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this AGREEMENT. Each COASTAL RPU ENTITY shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the AGREEMENT. Each COASTAL RPU ENTITY'S performance under the terms and conditions herein specified will be subject to an evaluation by the MCWDB of the adequacy of the services performed, timeliness of response and a general impression of the competency of a COASTAL RPU ENTITY'S organization and its staff.
- d. Portable Document Format (PDF), electronic, machine readable information or paper documentation is allowed for the purpose of records maintenance and retention, as long as there are appropriate and reasonable internal controls in place to safeguard against any inappropriate alteration of records. (Reference Uniform Guidance 2 CFR 200.335 – Methods for Collection, Transmission and Storage of Information)

## **15. AUDITS**

- a. A Non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted in accordance with 2 CFR Part 200.514.
- b. Each COASTAL RPU ENTITY will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. Each COASTAL RPU ENTITY must follow the audit requirements (single audit or program-specific audit requirement) of Uniform Guidance 2 CFR, Part 200 and DOL Exceptions 2 CFR Part 2900.
- c. Auditors performing monitoring or audits of a COASTAL RPU ENTITY will immediately report to the MCWDB any incidents of fraud, abuse or other criminal activity in relation to this AGREEMENT, the WIOA or its regulations.

## **16. DISALLOWED COSTS**

- a. Except to the extent that the State determines it will assume liability, each COASTAL RPU ENTITY will be liable for and will repay the MCWDB, any sums expended under this AGREEMENT found not to be in compliance with the WIOA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIOA. Payment of any disallowed costs must be made within 30 days of notification of the disallowed costs, unless otherwise specified by the MCWDB.
- b. A COASTAL RPU ENTITY shall be notified of all final determinations made by the MCWDB regarding audit reports, independent monitoring reports, and MCWDB administrative findings by a final determination letter.
- c. If a COASTAL RPU ENTITY fails to refund any disallowed cost within 30 days, the MCWDB may, at its sole discretion, terminate any and all AGREEMENTs with COASTAL RPU ENTITY effective immediately thereon.

## **17. CONFLICTS**

- a. A COASTAL RPU ENTITY will cooperate in the resolution of any conflict with the MCWDB that may occur from the activities funded under this AGREEMENT.
- b. In the event of a dispute between the MCWDB and COASTAL RPU ENTITY over any part of this AGREEMENT, the dispute may be submitted to non-binding arbitration upon the consent of both the MCWDB and the COASTAL RPU ENTITY. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

## 18. CONFIDENTIALITY REQUIREMENTS

The MCWDB and each COASTAL RPU ENTITY will exchange various kinds of information pursuant to this AGREEMENT. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the County of Monterey, State of California EDD, California Department of Social Services, California Department of Education, California Department of Corrections and Rehabilitation, County Welfare Department(s), County IV-D Directors Office of Child Support, Office of the District Attorney, California Department of Mental Health, California Office of Community Colleges and Department of Alcohol and Drug Programs.

The MCWDB and each COASTAL RPU ENTITY agree that:

- a. Each party must recognize and safeguard personally identifiable information (PII) and information designated as sensitive in accordance with Uniform Guidance 2 CFR 200.303 – Safeguarding Personally Identifiable Information. Each COASTAL RPU ENTITY must take reasonable measures to safeguard protected PII, as well as any information that the MCWDB designates as sensitive. Both a COASTAL RPU ENTITY and the MCWDB must meet the requirements in Training and Employment Guidance letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information, located at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=7872](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872).
- b. Each party shall keep all information that is exchanged between them in the strictest confidence and make sure information available to their respective employees is only on a “need-to-know” basis.
- c. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- d. Each COASTAL RPU ENTITY agrees that information obtained under this AGREEMENT will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this AGREEMENT.
  - (1) Aggregate Summaries: All reports and/or publications developed by a COASTAL RPU ENTITY based on data obtained under this AGREEMENT shall contain confidential data in aggregated or statistical summary form only. “Aggregated” refers to a data output that does not allow identification of an individual or employer unit.
  - (2) Publication: Prior to publication, each COASTAL RPU ENTITY shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.

- (3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- e. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
  - f. Each COASTAL RPU ENTITY shall notify the MCWDB of any actual or attempted information security incidents, within one business day of initial detection, by telephone at (831) 759-6644 or (831) 796-6434. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets. Each COASTAL RPU ENTITY shall cooperate with the MCWDB in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If a COASTAL RPU ENTITY learns of a breach in the security of the system which contains confidential data obtained under this AGREEMENT, then the COASTAL RPU ENTITY must provide notification to individuals pursuant to Civil Code Section 1798.29.
  - g. Each COASTAL RPU ENTITY shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this AGREEMENT. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
  - h. At no time will confidential data obtained pursuant to this AGREEMENT be placed on a mobile computing device or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
  - i. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information 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 to the extent it is applicable.
  - j. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
  - k. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
  - l. If the MCWDB or a COASTAL RPU ENTITY enters into an AGREEMENT with a third-party to provide WIOA services, the MCWDB and COASTAL RPU ENTITY agree to include these data and security and confidentiality requirements in the AGREEMENT with that third-party. In no event, shall said information be disclosed to any individual outside of that third-party's authorized staff, sub-COASTAL RPU ENTITY(s), service COASTAL RPU ENTITIES, or employees.
  - m. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation.

**EXHIBIT E**  
**Coastal Regional Plan Implementation Initiative (GC 1122) Work Plan**

Strategy/Objective	Activity	Deliverables/Outcomes	Completion Date
<b>Develop a Regional Governance Structure</b>	<b>Activities:</b> <b>A)</b> Convene LWDBs to clarify roles & responsibilities of local boards in support of regional plan implementation; <b>B)</b> Address decision-making, joint/collaborative activities; <b>C)</b> Reach agreement on “B”, and <b>D)</b> Circulate for review and approval by each WDB Chair and Director	<b>Deliverable:</b> A fully Executed Regional MOU that formalizes norms for the four independent boards to collaborate to accomplish regional goals, address regional needs, and build regional resources.  <b>Outcome:</b> Coastal RPU will more efficiently and consistently address regional issues that require cooperation.	<b>6/30/ 2018</b>
<b>Realize Administrative Efficiencies Across the Coastal Region</b>	<b>Activities:</b> <b>A)</b> Identify, discuss, & agree on local area responsibilities and duties that present opportunities for streamlining; <b>B)</b> Procure consultant services to review/vet “A” (i.e. how is ETPL, CalJOBS MIS reporting and helpdesk functions, WIOA Program compliance monitoring, performance management, technical assistance, and quality control responsibilities managed by each LWDB); <b>C)</b> Convene local area staff workgroups to identify policy coordination opportunities (i.e. supportive services, incentives, OJT, etc.); <b>D)</b> roll out a content management system for streamlined management of ETPL and Supportive Services.	<b>Deliverables:</b> <b>1.</b> Consultant Recommendations for streamlining accepted; <b>2.</b> Approved list of functions to be combined/ reassigned/ shared among the local boards; <b>3.</b> Issuance of a single regional policy for each of the agreed upon areas. <b>4.</b> A content management system (TBD) is in use in 2 of the 4 local areas in the RPU.  <b>Outcome:</b> Coastal RPU members will be freer to focus on strategic and impactful initiatives as a result of reduced administrative burdens across the region.	<b>5/31/2019</b>
<b>Create a nonprofit Regional Service Organization for Coastal RPU</b>	<b>Activities:</b> <b>A)</b> Convene LWDBs to clarify roles & responsibilities of local boards in support of regional plan implementation, address decision-making and joint/collaborative activities; <b>B)</b> Determine decision making, funding mechanisms, and quorum requirements; identify Board of Director; and <b>C)</b> Procure professional services contractor(s) to develop articles of incorporation for 501c3, develop organizational bylaws, file required paperwork.	<b>Deliverables:</b> <b>1.</b> Board of Directors has met; <b>2.</b> Articles of incorporation for 501c3 filed; <b>3.</b> Organizational Bylaws Established; <b>4.</b> Employment ID number (EIN); <b>5.</b> Form 990 filed; and <b>6.</b> Tax exempt status obtained.  <b>Outcome:</b> Coordination among the LWDBs in the Coastal Region will be improved.	<b>12/31/2018</b>

**EXHIBIT E**  
**Coastal Regional Plan Implementation Initiative (GC 1122) Work Plan**

Strategy/Objective	Activity	Deliverables/Outcomes	Completion Date
<b>Continue Slingshot Focus on Sector Initiatives</b>	<b>Activities:</b> <b>A)</b> Support Slingshot Coordinator’s activities: <b>a)</b> regional planning meeting with Industry Champions, LWDBs, area colleges, and interested stakeholders to develop a consensus regional definition of Community Health Worker(CHW) including skill requirements; <b>b)</b> efforts to promote replication of training across the region; <b>c)</b> development of a planning meeting and timeline for the next steps to address Healthcare Career Awareness campaign, and expand Specialty Nursing Program with Community Colleges in Monterey and San Luis Obispo counties. <b>B)</b> Identify on new priority sector in Coastal Region.	<b>Deliverables:</b> <b>1.</b> Specialty Curriculum in Healthcare is replicated across the region; <b>2.</b> Regional Sector Strategies (Process & Protocols) identified for replication; <b>3.</b> CHW Certificates awarded; <b>4.</b> Industry Champions identified for <i>new</i> priority sector; <b>5.</b> Sector pathway initiated in <i>new</i> priority sector.  <b>Outcomes:</b> Sector strategies approach to priority industries in the region will be normalized.	<b>3/31/2019</b>
<b>Achieve Regional Alignment of Business Engagement &amp; Employer Services</b>	<b>Activities:</b> Seek to <b>A)</b> identify methods for informing businesses, job seekers, and partners of employer and business services offerings within Coastal Region; <b>B)</b> Consider a more uniform approach to business/employer services (on-the job-training (OJT), incumbent worker training (IWT), and internships) across the region, including developing a single employer survey for use across the region; <b>C)</b> Identify the Region’s best practices for employer/business services and adapt/adopt throughout the region.	<b>Deliverables:</b> <b>1.</b> Accept finalized information/outreach strategy for businesses/employers in the region; <b>2.</b> Administration of a uniform employer survey; <b>3.</b> Coastal RPU local boards approved a regional policy that articulates business/employer services practices for OJT, IWT, and internships; <b>4.</b> Regional Business website goes live; <b>5.</b> Business/Employer outreach materials, with a consistent message, are in use across the region;  <b>Outcomes:</b> More effective and relevant services to businesses will result from a uniform approach to employers and coordinated businesses engagement strategies.	<b>3/31/2019</b>
<b>Pilot Employer Performance Measures</b>	<b>Activities:</b> <b>A)</b> Measure Employer Penetration Rate (EPR), and <b>B)</b> Measure Repeat Business Customers/Customer Satisfaction to include: <b>1)</b> Identifying employers that received a service within the past 3 years; <b>2)</b> Deciding whether to include partner (EDD) efforts or limit to LWDBs, <b>3)</b> Agreeing on a growth percentage target as a goal	<b>Deliverables:</b> <b>1.</b> A baseline for Employer Penetration Rate for the Coastal Region is identified. <b>2.</b> A baseline for Repeat Business Customers/Customer Satisfaction Rate for the Coastal Region is identified, <b>3.</b> The Region identifies target goals for EPR and Repeat Business Customer measures.  <b>Outcome:</b> Coastal RPU gains insight into the quality and effectiveness of its employer services.	<b>6/30/2019</b>