JOINT WORKFORCE DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by, between and among: the counties of Barry, Branch and Calhoun (the "Counties"); the Workforce Development Board (WDB) non-Profit Corporation, established pursuant to and in accordance with the provisions of the Workforce Investment Act (WIA); the Chief Executive Officer Board (the "CEOB"), also established pursuant to and in conformance with the provisions of the WIA; and the Calhoun Intermediate School District (the "ISD"), a body corporate established under Part 7 of the School Code of 1976, MCLA 380.601 et seq., acting as sub-grant recipient and administrative entity for workforce development programs as specified herein.

WITNESSETH

WHEREAS, the Counties have been designated as a WIA-Workforce Development Service Delivery Area (SDA) by the State of Michigan, and

WHEREAS, in 1995 the Counties entered into the Agreement for the Administration of Job Training and Workforce Development in the Barry-Branch-Calhoun County Service Delivery Area (the Interlocal Agreement) to establish job training and workforce development programs designed to prepare youth and adults facing serious barriers to employment for participation in the labor force, pursuant to the authority of the JTPA or its successor legislation; now known as the Workforce Investment Act of 1998; and

WHEREAS, the WIA requires the Workforce Development Board, in agreement with the CEOB, to designate a sub-grant recipient and an administrative entity to implement and effectuate the workforce investment plan for the SDA; and

WHEREAS, the ISD has been the sub-grant recipient and administrative entity for the JTPA and workforce development programs and services from July 1, 1995 through June 30, 2010; and

WHEREAS, all parties desire that the ISD continue as the sub-grant recipient and administrative entity for WIA and workforce development programs and services, and through this Agreement establish the respective and correlative rights, duties, obligations, liabilities and responsibilities between the ISD, as administrative entity and sub-grant recipient, and the Workforce Development Board, the Counties, and the CEOB as the same pertains to funding, operation and delivery of Workforce Development programs and services.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the undersigned parties agree as follows:

SECTION 1
PROGRAM STANDARDS

A. The undersigned parties acknowledge that the WIA (or its successor legislation) provides part of the framework and purpose for this Agreement as well as the authority for program and service operation, appropriations, and the receipt, allocation and expenditure of funds received under this Agreement.

Any provision of this Agreement to the contrary notwithstanding, the parties have all rights under and will strictly comply with and adhere to all provisions of federal or state workforce development legislation and any rules and implementing regulations promulgated thereunder by the United States or the State of Michigan which govern their conduct in connection with the implementation of workforce development programs.

B. Where used or referred to in this Agreement, the terms defined or described in the WIA, or its successor legislation, (such as "sub-grant recipient", "service delivery area", and "job training plan") shall have the same meanings as ascribed to them in such enabling and funding statutes, the Interlocal Agreement, and in rules or implementing regulations promulgated under such statutory authority by the United States or the State of Michigan.

SECTION 2
WORKFORCE INVESTMENT PLAN

A. The parties recognize and acknowledge that the Interlocal Agreement and Workforce Investment Plan submitted to the Governor of the State of Michigan by the counties of Barry, Branch and Calhoun, constitute the operative documents for the SDA in effectuating and implementing the delivery of job training programs and services.

B. The ISD shall participate in the development of any successor, supplemental or amended job training plans within the SDA prior to the submission of same to the Governor of the State of Michigan or other regulatory authority during the term of this Agreement. No successor plan, amendment or supplement to the job training plan in existence at the time of the execution of this Agreement shall be submitted to the Governor (or other regulatory authority) without the prior review and approval of the ISD so long as the ISD remains the designated administrative entity and sub-grant recipient under this Agreement.

C. The ISD shall not be precluded or limited by any other party to this Agreement in providing workforce development programs and services within the SDA such as, but not limited to: Workforce Development, School to Work, Career Preparation, Employment Services, Work First, Technology Preparation, Perkins Act, and Goals 2000 while concurrently performing the roles of sub-grant recipient and/or administrative entity under this Agreement. If so prevented or limited by action of any other party to this Agreement or due to WIA/workforce development statutory or regulatory requirements imposed by the State of Michigan or the United States, the ISD may elect to cancel this Agreement and be relieved of all obligations hereunder as sub-grant recipient and/or administrative entity upon sixty (60) days advance written notice to the CEOB and the Workforce Development Board.

SECTION 3
ACCEPTANCE OF DESIGNATION AS SUB-GRANT RECIPIENT AND ADMINISTRATIVE ENTITY

A. The ISD hereby accepts its designation by the Barry, Branch and Calhoun counties, CEOB and the Workforce Development Board to continue as the sub-grant recipient and administrative entity for the SDA.

B. The ISD is entitled to rely on information, approval, direction, representation, request or other communication provided by the Workforce Development Board with respect to the implementation and effectuation of this Agreement.

SECTION 4
ADMINISTRATION OF PROGRAMS AND SERVICES

A. The ISD shall administer the workforce investment plan (and any successor plans during the term of this Agreement pertaining to job development and/or workforce development within the SDA) by developing an overall delivery system for the SDA consistent with the terms of workforce development legislation and its implementing federal and/or state rules and regulations. This delivery system shall include: standards and procedures for the selection of service providers; allocation of funds; supervision of programs; and the taking of action against contractors, grantees and other recipients to eliminate abuses in programs and/or prevent misuse of workforce development funds.

B. The ISD, as administrative entity, may delegate responsibility for determination of eligibility of persons enrolled in workforce development programs under reasonable safeguards, including provisions for reimbursement of costs incurred because of erroneous determinations made within insufficient care. Any job training plan or workforce development plans submitted to the Governor or other applicable regulatory authority shall include provisions specifically permitting such delegation.

SECTION 5
ADMINISTRATIVE COSTS AND CHARGES

A. The ISD shall determine the amount to be allocated to the costs of administration of the job training plan and/or workforce development plan, but such amount shall not exceed the maximum amount permitted under workforce development legislation and its implementing rules and regulations. The ISD may, without CEOB and or Workforce Development Board approval, reallocate administrative funds from one budgeted administrative function to another, so long as all such functions are allied and pertinent to the operation of workforce development programs and services.

SECTION 6
DESIGNATION AND REGULATION OF SERVICE PROVIDERS

A. Consistent with the Interlocal Agreement, the ISD, as administrative entity, may recommend contractors, grantees and/or other recipients to carry out the purposes, services and programs contemplated by this Agreement.

B. The ISD, as administrative entity, shall supervise approved contractors, grantees and other recipients. In providing such supervision, the ISD shall by way of illustration and not limitation:

1. Establish and adhere to an appropriate system for the award and monitoring of contracts with contractors, grantees and other recipients which contracts contain standards for accountability, including but not limited to the ability to insure against or otherwise provide indemnity for disallowed costs and/or improperly expended funds;

2. Enter into written contracts with contractors, grantees or other recipients which contracts establish performance obligations and which provide for financial and program accountability;

3. Act with due diligence to monitor implementation of contracts with contractors, grantees and/or recipients, including the carrying out of appropriate monitoring activities and/or independent financial and compliance audits;

4. Take appropriate corrective action upon becoming aware of evidence of a violation of workforce development legislation or its implementing regulations, or of a violation of contract or other agreement with the ISD under the workforce development legislation, by a contractor, grantee, operator or other recipient. Such corrective action may include

termination of the contract, grant or program authorization as well as action up to and including commencement of litigation or other appropriate legal recourse to recoup disallowed costs, misused or improperly expended funds or to compel compliance with contractual standards.

C. If the Workforce Development Board and/or CEOB select, designate, or authorize a grantor, grantee, operator, contractor or other recipient, or take any other unilateral action, without advance written concurrence of the ISD with regard to said selection, designation or authorization, the ISD shall be entirely released and indemnified by the other parties to the Agreement relative to any disallowed costs, improperly expended funds or other claims or liabilities of whatever character attributable to programs or services delivered by such entity pursuant to such Workforce Development Board and/or CEOB selection, designation or authorization.

SECTION 7
AUDITS

The ISD shall contract with a Certified Public Accountant for financial and compliance audits of its own finances, records, and operations relative to the performance of this Agreement. Further, the ISD shall have similar authority to institute financial and compliance audits with regard to the finances, records, and operations of grantees, contractors, operators and other service providers. Any audits to be conducted under this Section shall be performed by parties or entities acceptable to the CEOB, the Workforce Development Board and the ISD.

SECTION 8
FUNDS

Funds received by the ISD shall be deposited to accounts maintained for the purposes of performing this Agreement. Records of such accounts shall be maintained so as to identify and distinguish the origin of all funds. Funds may be transferred from time to time to payroll or other internal accounts used by the ISD in the conduct of its other activities, provided that appropriate records shall be maintained to identify such transferred funds and the disbursements made therefrom.

SECTION 9
BOOKS AND RECORDS

The ISD shall maintain such books and records as are required by state and federal workforce development programs and its implementing regulations. Such records shall identify the funds received by the ISD in its capacity as sub-grant recipient and the manner and purposes of the expenditure of such funds by the ISD as administrative entity, including dates of receipt and expenditure. The ISD shall provide the CEOB and the Workforce Development Board with data regarding program receipts and expenditures on a periodic basis but shall not be required to submit such data more than once each month. Records and books maintained pursuant to this Section by the ISD will be retained for the period required by state and federal workforce development programs and its implementing regulations.

SECTION 10
PERSONNEL

A. The ISD shall have sole and exclusive authority to hire and control its own employees and to retain independent contractors to engage in the exercise of all functions in furtherance of the duties and rights belonging to the administrative entity under state and federal workforce development legislation and its implementing regulations as well as under the terms of this Agreement.

B. Without limitation of the above, the ISD shall not be obligated to hire or accept by way of transfer, reassignment or other allocation employees from any other party to this Agreement. All parties agree that such employees are not necessary for the performance of this Agreement.

SECTION 11
INSURANCE AND INDEMNITY

A. The ISD agrees to purchase and maintain general liability and errors and omissions insurance, with policy limits reasonable in light of the responsibilities undertaken by it pursuant to this Agreement, to protect against losses incurred or realized in the discharge of its functions as the state and federal workforce development sub-grant recipient and administrative entity for the SDA. The ISD agrees to provide the Workforce Development Board and/or CEOB with evidence of such insurance coverage, upon request, as the same pertain to potential liability of the Workforce Development Board and/or CEOB. To the extent allowable under state and federal workforce development legislation and its implementing regulations, the allocable premiums for such coverage shall be charged as proper costs of administration.

B. The Workforce Development Board, the CEOB and the Counties agree, upon request of the ISD, to show evidence of general liability errors and omissions insurance, with policy limits reasonable in light of the responsibilities undertaken by them in connection with the programs and services provided, to protect against losses incurred or realized in the discharge of its functions under this Agreement or otherwise with respect to workforce development programs and services within the SDA.

C. The ISD shall secure, at its expense, surety bonds for those employees and/or contractors designated by the ISD to directly handle and process state and federal workforce development funds transferred to the ISD for purposes of performing its responsibilities under this Agreement.

D. The ISD shall have no responsibility for any claims, liens, judgments, disallowed costs, improperly expended funds or other forms of liability, of any nature, arising from or attributable to state and federal workforce development programs or services operating within the SDA on or before June 30, 1995.

E. It is acknowledged and agreed that the purchase of insurance coverage (as specified in paragraph A of this Section) by the ISD shall be regarded by all parties as satisfying the Financial Viability Standards contained in the Interlocal Agreement between the Counties with respect to the sub-grant recipient and administrative entity.

F. Consistent with paragraph 3.B and 4.B of the Interlocal Agreement and to the extent permitted by law, the ISD agrees to indemnify the Barry-Branch-Calhoun Workforce Development Board and the Chief Executive Officer Board and Barry, Branch and Calhoun Counties from any and all disallowed costs or improperly expended funds incurred as a result of actions of the ISD in performance as sub-grant recipient and/or administrative entity under this Agreement.

SECTION 12
TERM AND TERMINATION

A. This Agreement shall become effective on July 1, 2010 and continue until June 30, 2011, at which time it will automatically renew for another one-year period effective July 1, 2011 and continuing until June 30, 2012. Any party to this agreement can exercise an option to terminate the agreement during either year of the agreement, upon sixty (60) days' advance written notice to all other parties.

B. This Agreement may be amended at any time by written consent of all undersigned parties, memorialized in a written and executed supplement to this Agreement.

C. The ISD may terminate this Agreement prior to its expiration date as is specified in Section 2.C (p.3) of this instrument.

D. The ISD may terminate this Agreement prior to its expiration date in the event that the ISD is required by the CEOB and/or the Workforce Development Board to perform any actions that the ISD reasonably believes to be contrary to law or to its duties under this Agreement. The ISD shall first give the CEOB and the Workforce Development Board notice of the ISD's intention to terminate and the specific reasons upon which the termination notice is based sixty (60) days prior to the effective date of termination. If within those sixty (60) days, the CEOB and/or the Workforce Development Board (as may be applicable) alters or explains to the reasonable satisfaction of the ISD the action required of the ISD which gave rise to the termination notice, then the ISD may rescind the notice of termination.

SECTION 13
NON-DISCRIMINATION

A. The ISD agrees to abide by the provisions of the Elliott-Larsen Civil Rights Act, P.A. 1976 No. 453 as amended, being sections 37.2101 et seq of the Michigan Compiled Laws, and the Michigan Persons With Disabilities Civil Rights Act, P.A. 1974 No. 220, as amended, being section 37.1101 et seq of the Michigan Compiled Laws, and specifically agrees and covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap that is unrelated to the individuals ability to perform the duties of a particular job or position. A breach of this provision shall be regarded as a material breach of the contract.

SECTION 14
NOTICES

A. All communications or other notices regarding this Agreement shall be sent:

To the ISD at:	Superintendent CISD 17111 G Drive North Marshall, MI 49068
To the CEOB at:	Chairperson CEOB 17111 G Drive North Marshall, MI 49068
To the Workforce Development Board at:	Chairperson WDB 17111 G Drive North Marshall, MI 49068
To Barry County at:	County Administrator 220 W. State Street Hastings, MI 49058
To Branch County at:	County Administrator 31 Division St. Coldwater, MI 49036
To Calhoun County at:	County Administrator 315 West Green Street. Marshall, MI 49068

B. Any written notice under this Agreement shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address provided in this Agreement or to such other address as may be hereinafter designated by notice in writing.

SECTION 15
EXTENT OF AGREEMENT

Except as may otherwise be provided, the provisions and covenants contained in this Agreement shall prevail and control over the terms of any other agreements specifically between the ISD and the Workforce Development Board, CEOB and the Counties relative to the rights, functions, duties and responsibilities of the sub-grant recipient and/or administrative entity and any and all such terms are hereby subordinated to the terms of this Agreement.

SECTION 16
CAPTIONS

The captions to the sections of this Agreement are for convenience only and are not to be used to vary or interpret the substance of this Agreement. References made to the Interlocal Agreement are to the revised agreement signed by the Counties such as to be effective November 28, 2000.

SECTION 17
SEVERABILITY

In the event that any part of this Agreement is determined by a Court (or other judicial or administrative body of competent jurisdiction) to be null, void or unenforceable or becomes invalid due to subsequent legislation, such invalidity shall not affect any other provision of this Agreement which can be given effect without the invalid provision, and, to that end, the provisions hereof are.

SECTION 18
MATERIALITY

A violation of any obligatory clause of this Agreement may be considered a material breach of this Agreement.

SECTION 19
AUTHORIZATION

This Agreement has been duly authorized, executed and delivered by the parties and constitutes a legal, valid and binding obligation upon each of them, enforceable in accordance with its terms. Each individual placing his/her signature below represents and warrants that he/she is the signatory duly authorized to execute this Agreement on behalf of the administrative entity, the sub-grant recipient, the Workforce Development Board, the CEOB, or the Counties of Barry, Branch and Calhoun, as is applicable.

The effective date of this Agreement shall be the date of the final signatory to this Agreement as indicated below:

Barry County

By: Robert A. Houtman
Chairperson of the Barry County
Board of Commissioners

Dated: 6/1/10

By: Pamela A. Jarvis, County Clerk

Dated: 6/1/10

Workforce Development Board

By: Dr. Lynne M. Haley, Chairperson
Workforce Development Board

Dated: 5/17/10

Branch County

By: William F. Chinery
Chairperson of the Branch County
Board of Commissioners

Dated: 6/14/10

By: Terry Ann Kubasiak, County Clerk

Dated: 6/14/10

Chief Executive Officer's Board

By: Lisa Gerow, Chairperson
Chief Executive Officer's Board

Dated: 5-17-10

Calhoun County

By: Michael Rae
Chairperson of the Calhoun County
Board of Commissioners

Dated: 5-20-10

By: Anne B. Norlander, County Clerk

Dated: 5-25-10

Calhoun Intermediate School District

By: Dr. Ferance M. Lunger, Supt.

Dated: 5/18/10

REDESIGNATION OF SUB-GRANT RECIPIENT ENTITY

Under terms of the revised "Agreement for Administration of Job Training and Workforce Development in the Barry-Branch-Calhoun County Service Delivery Area" (the "Interlocal Agreement"), dated November 28, 2000, Barry, Branch, and Calhoun Counties by their designated representatives, are authorized to appoint a "Sub-Grant Recipient" for the Chief Executive Officer's Board (CEOB), as allowed in the Workforce Investment Act of 1998. By the agreement of the designated representatives, it is hereby agreed to re-designate the Calhoun Intermediate School District as the "Sub-Grant Recipient" of the CEOB. By the signature of its representative, the Sub-Grant Recipient hereby expressly agrees to assume any and all functions and responsibilities as set forth in the Joint Workforce Development Agreement, according to its terms and conditions, and agrees to execute any and all necessary certifications and documents to fulfill the terms and conditions thereof. This Redesignation of the Sub-Grant Recipient is dated July 1, 2010.

Barry County

By: Robert A. Houtman
Chairperson of the Barry County
Board of Commissioners

By: Pamela A. Jarvis, County Clerk

Dated: 6/1/10

Workforce Development Board

By: Dr. Lynne M. Haley, Chairperson

Dated: 5/17/10

Branch County

By: William F. Chinery
Chairperson of the Branch County
Board of Commissioners

By: Terry Ann Kubasiak, County Clerk

Dated: 6/14/10

Chief Executive Officer's Board

By: Lisa Gerow, Chairperson

Dated: 5-17-10

Calhoun County

By: Michael Rae
Chairperson of the Calhoun County
Board of Commissioners

By: Anne B. Norlander, County Clerk

Dated: 5-25-10

Calhoun Intermediate School District

By: Dr. Terance M. Lunger, Supt.

Dated: 5/18/10

REDESIGNATION OF ADMINISTRATIVE ENTITY

Under terms of the revised "Agreement for Administration of Job Training and Workforce Development in the Barry-Branch-Calhoun County Service Delivery Area" (the "Interlocal Agreement"), dated November 28, 2000, the Workforce Development Board and Barry, Branch and Calhoun counties, by their designated representatives on the Chief Executive Officer's Board, are authorized to appoint an Administrative Entity, as allowed in the Workforce Investment Act of 1998. By the agreement of the Workforce Development Board and the Chief Executive Officer's Board, the Calhoun Intermediate School District is re-designated to serve as the "Administrative Entity." By the signature of its representative, the Administrative Entity hereby expressly agrees to assume any and all functions and responsibilities as set forth in the Joint Workforce Development Agreement, according to its terms and conditions, and agrees to execute any and all necessary certifications and documents to fulfill the terms and conditions thereof. This Redesignation of the Administrative Entity is dated July 1, 2010.

Barry County

By: Robert A. Houtman
Chairperson of the Barry County
Board of Commissioners

By: Pamela A. Jarvis, County Clerk

Dated: 6/1/10

Workforce Development Board

By: Dr. Lynne M. Haley, Chairperson

Dated: 5/17/10

Branch County

By: William F. Chinery
Chairperson of the Branch County
Board of Commissioners

By: Terry Ann Kubasiak, County Clerk

Dated: 6/14/10

Chief Executive Officer's Board

By: Lisa Gerow, Chairperson

Dated: 5-17-10

Calhoun County

By: Michael Rae
Chairperson of the Calhoun County
Board of Commissioners

By: Anne B. Norlander, County Clerk

Dated: 5-25-10

Calhoun Intermediate School District

By: Dr. Terance M. Lunger, Supt.

Dated: 5/18/10