

**SUMMARY
OF 2010 JOINT WORKFORCE DEVELOPMENT AGREEMENT**

- **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.
- **The three counties have been designated as a WIA-Workforce Development service area** by the State of Michigan
- **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)**, pursuant to the authority of the JTPA or its successor legislation; now known as the Workforce Investment Act of 1998
- **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
- **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**
- **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.

SECTION 1- PROGRAM STANDARDS

- **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.

- **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.

SECTION 2 - WORKFORCE INVESTMENT PLAN

- **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.
- **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.
- **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 . . .** while concurrently performing the roles of sub-grant recipient and/or administrative entity under this Agreement. If so prevented or limited . . ., 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

- **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.**
- **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

- **The ISD shall administer the workforce investment plan . . . 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.

- **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

SECTION 5 - ADMINISTRATIVE COSTS AND CHARGES

- **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

- 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.
- **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:
 - **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;
- **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. 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 . . . , **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.
- **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

- **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.

SECTION 11 - INSURANCE AND INDEMNITY

- **The ISD agrees to purchase and maintain general liability and errors and omissions insurance, 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.

- **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, . . .**
- **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.
- **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.**
- **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.
- **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

- **This Agreement shall become effective** on July 1, 2010 and continue 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.
- **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.
- **The ISD may terminate** this Agreement prior to its expiration date as is specified in Section 2.
- **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.**

SECTION 13 - NON-DISCRIMINATION

- **The ISD** agrees to abide by the provisions of the Elliott-Larsen Civil Rights Act and the Michigan Persons With Disabilities Civil Rights Act, 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.

SECTION 14 – NOTICES

- **Lists the individuals that will receive all communications regarding the agreement.**
- **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.**