

ORIGINAL

Operational Agreement #287-M1010 (A Non-Financial Agreement)

This Operational Agreement (Agreement) is entered into by and between the El Dorado County Department of Human Services, as the El Dorado County Community Action Agency Department responsible for administering Workforce Investment Act services for El Dorado and Alpine Counties (hereinafter referred to as "DHS") and the Economic Development Corporation of El Dorado County, a California corporation, duly qualified to conduct business in the State of California, whose principal place of business is 542 Main Street, Placerville, CA 95667 and whose Agent for Service of Process is Laurel Brent-Bumb, 542 Main Street, Placerville, CA 95667 (hereinafter referred to as "EDC2") (collectively hereinafter referred to as the "Parties"). The purpose of this Operational Agreement shall be to establish a cooperative working relationship and to define the roles and responsibilities of the Parties relative to the delivery and enhancement of workforce and business services in El Dorado and Alpine counties.

RECITALS

WHEREAS, it is to the benefit of the general public that the Parties to this Agreement cooperate in the sharing of information and services in order to provide the most comprehensive one stop resource center to the community; and

WHEREAS, DHS is the designated operator of the One Stop Resource Center(s) (hereinafter referred to as "Connections Center(s)") serving El Dorado and Alpine counties which offer workforce development services to job seekers and businesses; and

WHEREAS, DHS, under the Workforce Investment Act of 1998, provides outreach, recruitment services, intake/orientation activities and training programs that support local business and the workforce; and

WHEREAS, DHS has access to information on local and regional training providers, labor market, job vacancies and community support services and shall make said information available to EDC2; and

WHEREAS, DHS encourages the expansion of programs and services through the solicitation and application of grants under the Workforce Investment Act and any additional funds and donations from sources other than federal funds made available under this Act; and

WHEREAS, DHS coordinates workforce development resources and activities with local and regional economic development strategies into a consortium of services designed to connect qualified job seekers with compatible local companies; and

WHEREAS, DHS desires to obtain input and advice from the EDC2 Advisory Board on local business community needs; and

WHEREAS, EDC2 maintains a fair representation on the EDC2 Advisory Board of local employers, educational, labor, economic development and community based organizations and continues to grow its partners so to assist in the expansion of services; and

WHEREAS, all Parties understand that increased employment and business health is dependent on the Parties good faith effort to work together to improve services to the community. The Parties also agree that this is a relationship where different ways of working together and providing services are being continued and improved; and

WHEREAS, this Agreement is intended to facilitate a cooperative relationship between the Parties that will most effectively satisfy the labor demand needs of the local community and enhance the economic well being of the local area by assisting individuals in meeting their need for workforce investment services; and

WHEREAS, this Agreement is intended to enhance the involvement of local leaders in business education, labor organizations, community-based organizations, economic development agencies, government and county representatives, and one-stop delivery system partners in workforce investment activities.

NOW THEREFORE, the Parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

A. DHS agrees to:

- a. Participate on the EDC2 Advisory Board and encourage business partnerships within the community through the EDC2 Advisory Board.
- b. Provide reports and update EDC2 on a regular basis regarding DHS workforce development activities.
- c. Seek input from EDC2 and collaborate with the EDC2 Advisory Board to review, identify and resolve gaps in service to the extent that it is feasible and appropriate as determined by DHS.

B. EDC2 agrees to:

- a. Act as an advisory body to DHS in support of DHS programs delivered through the El Dorado Connections Center(s) and other Workforce Investment Act related activities including, but not limited to, advice on trends and needs within the local business community, employer staffing needs and training needs that local employers may have.
- b. Assist DHS in the assessment of the area's workforce needs and DHS' relationship to local and regional economic development strategies.

- c. Coordinate its economic development strategies with other economic development entities on a local and regional level.
- d. Distribute DHS marketing materials and service information at no charge.
- e. Provide business and workforce referrals to DHS.

II. TERM OF AGREEMENT

This Agreement shall become effective upon final execution by both Parties hereto and shall remain in effect until terminated according to the terms of this Agreement.

If any provision of this Agreement is held invalid or otherwise stricken, the remainder of the Agreement shall remain in full force and effect.

III. NON-FINANCIAL AGREEMENT

There is no compensation payable to any of the Parties in connection with this Agreement.

IV. CHANGES TO AGREEMENT

This Agreement may be amended by mutual consent of the Parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the Parties hereto.

V. AUTHORIZED SIGNATURES

The Parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said Parties to the obligations set forth herein.

VI. TERMINATION

Either party may terminate this Agreement in whole or in part upon thirty (30) calendar day's written notice without cause. Upon Notice of Termination, Parties shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

VII. NOTICE TO PARTIES

All notices to be given by the Parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to DHS shall be addressed as follows:

DANIEL NIELSON, M.P.A., DIRECTOR
EL DORADO COUNTY DEPARTMENT OF HUMAN SERVICES
3057 BRIW ROAD, SUITE A
PLACERVILLE, CA 95667

Notices to EDC2 shall be addressed as follows:

LAUREL BRENT-BUMB, CEO
THE ECONOMIC DEVELOPMENT CORPORATION OF EL DORADO COUNTY
542 MAIN STREET
PLACERVILLE, CA 95667

VIII. ADMINISTRATOR

The El Dorado County Officer or employee with responsibility for administering this Agreement is Janet Walker-Conroy, Assistant Director, Department of Human Services, or successor.

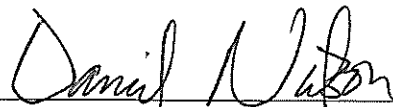
IX. ENTIRE AGREEMENT

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the Parties and they incorporate or supersede all prior written or oral agreements or understandings.

Requesting Contract Administrator Concurrence:

By:  Dated: 11/24/10
Janet Walker-Conroy, Assistant Director
Department of Human Services

Requesting Department Head Concurrence:

By:  Dated: 11-30-2010
Daniel Nielson, Director
Department of Human Services

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement #287-M1010 on the dates indicated below.

--COUNTY OF EL DORADO--

Dated: _____

By: _____
Chair
Board of Supervisors
"County"

ATTEST:
Suzanne Allen De Sanchez,
Clerk of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

-THE ECONOMIC DEVELOPMENT CORPORATION OF EL DORADO COUNTY-

By: *Laurel Brent Bumb*
Laurel Brent-Bumb, CEO
"EDC2"

Dated: 12-06-10

By: *Ellie Vaughn*
Corporate Secretary

Dated: 12-6-10