

**SECOND AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
FOR
GOLDEN SIERRA JOB TRAINING AGENCY**

THIS SECOND AMENDED AND RESTATED AGREEMENT (hereafter “Agreement”) is made by and between the Counties of ALPINE, EL DORADO, and PLACER, political subdivisions of the State of California, and updates and amends the former First Amended and Restated Joint Exercise of Powers Agreement for Golden Sierra Job Training Agency which was by and between the Counties of ALPINE, EL DORADO, NEVADA, PLACER and SIERRA. This Agreement shall be the Joint Exercise of Powers Agreement for the Golden Sierra Job Training Agency.

WITNESSETH:

RECITALS:

- A. The Congress of the United States has set full employment as a national goal and provides funds by grant and contract to States (or substate areas) through various federal, state and local workforce development legislation. States may then establish local workforce development areas (formerly referred to as “local workforce investment areas”; hereafter “LWDA”), with an appropriate administrative body to provide programs to help achieve this goal.
- B. These funds and programs can achieve the most effective results if the three local government entities involved herein coordinate their efforts and provide services that are designed to meet the needs of their regional labor market area.
- C. The U.S. Department of Labor has designated governmental entities with designated populations or contiguous multi-jurisdictional consortia with designated population as eligible to be LWDAs.
- D. The Department of Labor encourages contiguous units of local government to form consortia to plan and manage employment and training programs covering whole labor market areas within their jurisdiction.
- E. The Boards of Supervisors of Alpine, El Dorado, and Placer Counties (hereafter “the Boards of Supervisors” or “the Counties”) wish to continue to provide the most effective demand-driven, workforce development program to deal with the needs of businesses, to work with unemployment and underemployment problems of residents of the three counties, and have determined that such problems can best be resolved and such funds may be best administered by the Golden Sierra Job Training Agency.

Section 1. Authority for this Joint Exercise of Powers Agreement

This Agreement is made pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (commencing with Section 6500) relating to the joint exercise of power

common to the counties and public agencies. The Counties are each empowered by the laws of the State of California to exercise, in their respective jurisdictions, the powers which will be jointly exercised as hereinafter set forth.

Section 2. Power Exercised; Purpose of Agreement

The power to be exercised is the development and implementation of a public and private employers' workforce development and job training program under which local employment needs and goals will be determined, and training and employment programs will be planned, developed, and administered. The purpose of this Agreement is to create a separate public entity which hereby is authorized to perform all powers and functions set out in this Agreement, including all powers relating to workforce development granted to local governments under the Workforce Innovation and Opportunity Act of 2014, 29 U.S.C. § 3101 *et seq.* (which supersedes the Workforce Investment Act of 1998, 29 U.S.C. § 2801 *et seq.*), as may be amended from time to time, and its subsequent regulations (hereafter "WIOA"). There is hereby created a public entity, separate and apart from the parties hereto, to be known as the Golden Sierra Job Training Agency (hereinafter "Golden Sierra" or "Agency"). Golden Sierra shall administer this Agreement.

Golden Sierra shall exercise the powers set forth herein in the same manner as such powers may be exercised by Placer County.

Section 3. Term

This Agreement shall become effective upon execution by all of the parties hereto (the "Effective Date") and shall continue in full force and effect until terminated in the manner herein provided. Upon the Effective Date, the prior First Amended and Restated Joint Exercise of Powers Agreement shall be of no further force and effect except to the extent that there may be unresolved liabilities as and between the parties to that former agreement.

Section 4. Jurisdictional Boundaries

The jurisdictional boundaries of Golden Sierra are conterminous with the boundaries of the three member counties.

Section 5. Powers

Golden Sierra shall have the power to develop and implement a comprehensive workforce development program within the labor market areas of the Counties under which local employment needs and goals will be determined with the assistance of the member county input, and training and employment programs will be planned, conducted and evaluated.

Golden Sierra is hereby authorized, in its own name, to do all acts necessary for the exercise of said power, including, but not limited to, any or all of the following:

- A. Act as grant recipient, fiscal agent and administrative entity for the Counties' Workforce Development Area. Golden Sierra may negotiate with, apply, for, contract for and receive monies from federal, State, county, city, and special

district governments and other public and private entities and agencies to carry out its purpose, and shall disburse and account for funds so received.

- B. Allocate all funds, including discretionary and special purpose funds, received by Golden Sierra as equitably as practicable, based upon the applicable terms of the funding application, fund source requirements, Agency policy, or vote of the governing body of Golden Sierra (hereafter “Governing Body”), as described in Section 6 (Governing Body) of this Agreement.
- C. Study and access the characteristics of the labor market area and determine training and employment needs in the three-county area.
- D. Develop labor market information from the Federal Census, State of California reports, and from other sources,
- E. Develop, in conjunction with the Workforce Development Board (formerly referred to as “Workforce Investment Board”; hereafter “WDB”), a job training plan, which shall include, without limitation, local training and employment goals, programs and program priorities, and a budget.
- F. Act as the LWDA for all programs and funds accepted by Golden Sierra under contract with or grant by the Department of Labor, State of California, or any other public or private agency, and perform such functions as are required of LWDA's by the grantor(s).
- G. Cooperate and continue to develop a partnership with public and private agencies which provide training and employment services within the counties of Alpine, El Dorado, and Placer, including, without limitation: the State Employment Development Department, the State Department of Education, the County Offices of Education, economic development entities, the Health and Human Services Departments, Rehabilitation Services Administration, and their successors.
- H. Operate, conduct, administer or supervise within the boundaries of the Counties of Alpine, El Dorado, and Placer, employment and training programs which Golden Sierra has accepted from Federal, State, and other local governments, and from private agencies and persons.
- I. Work with providers designated by the WDB and Governing Body to provide (1) employment and training programs and services, (2) services to adult, youth, and dislocated workers, (3) rapid response services, and (4) business services as authorized by the WIOA, including, without being limited to, the following:
 - 1. Workforce development services such as work readiness, basic skills remediation, labor market research, intake (including outreach and recruitment, orientation, assessment, coaching and counseling); direct job entry services (including job development, placement and follow-up); supportive services (including transportation, relocation, child care and family counseling); occupational and other classroom training; public and

private on-the-job training; job search activities; transitional and work experience subsidized employment; one-stop career center services for job seekers and business; free and fee-based human resource services such as referral for hire, recruiting and screening job applicants; assistance for employers in removing barriers to employment and advancement; and other such programs as Golden Sierra may adopt.

- J. Allocate funds to, and expend funds for, various local employment and training programs and subcontractors based on the needs of the local communities. Any unspent allocation of funds awarded to a subcontractor may be reallocated as determined by the Governing Body in accordance with the terms of the funding or other applicable rules and restrictions.
- K. Monitor, evaluate and take corrective action concerning performance specified in any agreement, and contracts or agreements into which Golden Sierra has entered.
- L. Establish performance objectives for subcontractors and evaluate the effectiveness of individual programs.
- M. Maintain financial and statistical records to satisfy federal, State, and other laws and regulations, and provide necessary information for effective program management.
- N. Adopt, promulgate and enforce such bylaws, rules and regulations as Golden Sierra deems necessary for operation and management of Golden Sierra and implementation of the programs.
- O. Develop and enter into contracts; employ agents and employees; acquire, lease, rent, construct, manage, maintain, hold or dispose of property, real or personal, including buildings, works improvements, equipment, material and supplies.
- P. Provide collaborative leadership for three-county area-wide training and employment processes; design training and employment programs which will respond to local county needs and goals, including the needs of businesses, employers, and public agencies responsible for implementing employment goals for public assistance recipients.
- Q. The Governing Body, with input from the WDB, shall review, revise and adopt an annual budget pursuant to 29 U.S.C. § 3122(d)(12).
- R. Incur debts, liabilities, or obligations.
- S. Sue or be sued in its own name.

Section 6. Governing Body

- A. Membership. The Governing Body of Golden Sierra shall consist of three (3) members, as follows:

1. One member of the Board of Supervisors of the County of Alpine.
2. One member of the Board of Supervisors of the County of El Dorado.
3. One member of the Board of Supervisors of the County of Placer.

Each of the Boards of Supervisors from the three member Counties shall respectively appoint such Governing Body member and not less than one alternate member, from its Board of Supervisors. Each of the three members and any alternate shall serve at the pleasure of and in the same manner determined by the appointing Board of Supervisors. The term of office of each Governing Body member and alternate may be terminated at any time by the appointing Board of Supervisors.

The designated alternate shall have authority to attend, participate in, and vote at any meeting of the Governing Body whenever the regular member, for whom he or she is designated to act as an alternate, is absent from the meeting.

As required by 29 U.S.C. § 3122(c)(1)(B), any reference in the WIOA to the “chief elected official in a local area,” shall be a reference to the Governing Body of Golden Sierra.

- B. Quorum. The majority of the members of the Governing Body shall constitute a quorum.

- C. Voting. The Governing Body should seek to achieve broad base consensus on all decisions to encourage collaboration and cooperation between the member Counties.

1. Each county will have one vote. Votes shall be cast only in person, or by teleconference in accordance with California Government Code section 54950 *et seq.* (hereafter the “Brown Act”). There shall be no voting by proxy.
2. No action may be taken by the Governing Body unless a quorum is present and there is an affirmative vote by a majority of the Governing Body members, except that less than a quorum may adjourn a meeting from time to time. However, a unanimous vote of the entire Governing Body shall be required to do the following:
 - (a) Enter into any agreement or arrangement which shall create liability or debt solely as between the parties to this Agreement, including but not limited to those set forth in Government Code section 6504;

- (b) Potentially create any disproportionate expenses, liability or obligations for one or more parties to this Agreement due to the withdrawal of any other party.
- D. Chairperson. The Chairperson and Vice Chairperson of the Governing Body shall be selected by the Governing Body from its members. The term of office of the Chairperson and Vice Chairperson shall each be one calendar year.
- E. Secretary. The Governing Body shall appoint a Secretary to the Governing Body who shall be the Executive Director of Golden Sierra.
- F. Meetings. All meetings of the Governing Body shall be held subject to the provisions of the Brown Act.
- G. Bylaws. The Governing Body shall adopt bylaws for the conduct of business which shall not be inconsistent with the provisions of this Agreement, the laws of the State of California and the WIOA.
- H. Goals. The dual goals of Golden Sierra shall be:
 - 1. To assist the residents of Alpine, El Dorado, and Placer Counties to obtain, hold, and advance in jobs which pay salaries commensurate with their abilities and needs; and
 - 2. To work to assure that a skilled workforce is available in the three county area to meet the needs of public and private employers conducting operations in this area.
 - 3. To assist businesses and employers in planning sector strategies that meet employment and training needs and with services including, but not limited to, layoff aversion, workforce recruitment, workforce retention, and workforce expansion.

Section 7. Executive Director and Other Staff

- A. The Governing Body shall be assisted by an Executive Director who shall be appointed by the Governing Body and shall serve at the pleasure of the Governing Body.
- B. The Governing Body shall hire the Golden Sierra Executive Director, who shall at all times be an employee of Golden Sierra. The Executive Director shall in turn hire and supervise all Golden Sierra employees. The Governing Body authorizes the Executive Director to provide staff support to the WDB.
- C. The Governing Body delegates contract approval function, including authority to enter into contracts, to Golden Sierra's Executive Director for contracts at or below a threshold amount and that are consistent with the purposes of this Agreement. Such threshold amount shall be established by way of a resolution adopted by the Governing Body. Such resolution shall provide that contracts

above the threshold amount must be reviewed and approved by the Governing Body prior to execution. Such resolution may provide that the Governing Body may appropriate funds to be approved as a line item on the budget, and may separately authorize the Executive Director to approve and enter into contracts for specified goods or services consistent with the amounts appropriated.

- D. The Governing Body may appoint or contract for the services of an independent monitor to review programs operated by Golden Sierra and to report to the Governing Body.
- E. The Governing Body may appoint or contract for the services of legal counsel who shall serve at the pleasure of the Governing Body.

Section 8. Treasurer

The Treasurer of the County of Placer shall be the Treasurer of Golden Sierra.

The Placer County Treasurer shall be the depositary and have custody of all monies received by Golden Sierra, and the Treasurer shall:

- A. Receive and receipt all funds of Golden Sierra and place them in the Treasury of the County of Placer to the credit of Golden Sierra.
- B. Be responsible upon his or her official bond for safekeeping and disbursement of all money of Golden Sierra so held.
- C. Pay, when due, out of Golden Sierra funds so held, all sums payable on outstanding bonds and coupons of Golden Sierra.
- D. Pay, when due, out of Golden Sierra funds so held, all sums due from Golden Sierra only upon warrants of the public officer performing the functions of auditor or controller as identified in Section 9 (Auditor-Controller) of this Agreement.
- E. Verify and report in writing on the first day of July, October, January, and April of each year to Golden Sierra and to the Counties the amount of money held in the Treasury of the County of Placer for Golden Sierra, the amount of receipts since the last report, and the amount paid out since the last report.

Section 9. Auditor-Controller

The Auditor-Controller of the County of Placer shall be the Auditor-Controller of Golden Sierra.

- A. The Auditor-Controller shall draw warrants to pay demands against Golden Sierra when the demands have been approved and authorized by Golden Sierra.
- B. The Auditor-Controller shall make or contract with a certified public accountant or public accountant to make an annual audit of the account and records of Golden Sierra consistent with the provisions of California Government Code section 6505.

Section 10. Official Bonds

The Executive Director, the Deputy Director, the Chief Fiscal Officer, the WDB Coordinator/Analyst, the Treasurer, and the Auditor-Controller of Golden Sierra are designated as public officers or persons who have charge of, handle, or have access to any property of Golden Sierra, and each such officer or person shall obtain, maintain and file an official bond, or in the alternative, a government crime insurance policy or employee dishonesty insurance policy, including faithful performance, shall be obtained and maintained, with the Secretary of Golden Sierra, in an amount to be fixed by the Governing Body.

Section 11. Workforce Development Board

- A. The Governing Body shall appoint a Workforce Development Board pursuant to federal and State of California requirements specific to the WIOA, and as set forth in the WDB Bylaws at Article 3.00 Membership.
- B. The WDB shall be vested with the powers granted to it by the WIOA, and consistent with the WDB Bylaws.
- C. The Governing Body and the WDB shall enter into a written agreement setting forth their respective roles and responsibilities. The Governing Body/WDB agreement shall be consistent with this Agreement.
- D. Bylaws. The Governing Body shall oversee the WDB's adoption of bylaws for the conduct of business which shall not be inconsistent with the provisions of this Agreement, the laws of the State of California and the WIOA.

Section 12. Meetings of the Governing Body and Workforce Development Board

- A. The Governing Body shall hold regular meetings. It may, by act of the Chairperson of the Governing Body or a majority of the members, provide for special meetings, including meetings held jointly with the WDB.
- B. The date and hour of such regular meetings shall be fixed by resolution of the Governing Body. The place of such regular meetings are specified in the Governing Body Bylaws.
- C. All meetings of the Governing Body and joint meetings with the WDB shall be called, held, noticed and conducted subject to the provisions of the Brown Act.

Section 13. Contractor and One-Stop Operator Selection

The WDB, with the agreement of the Governing Body, shall jointly select and may terminate for cause one-stop operators, consistent with 29 U.S.C. § 3122(d)(10).

Section 14. Fiscal Year; Annual Budget; Funds and Accounts

- A. Fiscal Year. For the purposes of this Agreement, Golden Sierra shall have such fiscal year from July 1 to and including the following June 30.

- B. Annual Budget. An annual budget shall be prepared by the Executive Director and presented to the Governing Body for its adoption or amendment, pursuant to the power set forth at Section 5.Q (Powers) above, not later than the beginning of each fiscal year. The budget shall establish rates, capital expenditures, and charges to be paid for operation and maintenance activities and such other matters as shall be determined by the Governing Body.
- C. Funds and Accounts. Golden Sierra shall establish and maintain such funds and accounts as may be required by the WIOA, other applicable laws, the Governmental Accounting Standards Board (GASB), good accounting practice, this Agreement, and any provision of any resolution of Golden Sierra.

Section 15. Records and Reports; Audit

The Governing Body shall establish reporting requirements and direct staff to maintain such reports. All books and records of Golden Sierra shall be open to inspection at all reasonable times by any party to this Agreement or its representatives. Annual audits of Golden Sierra's accounts and records shall be made by an independent CPA firm, and reports shall be filed in the manner provided in Section 6505 of the Government Code.

Section 16. Debts, Liabilities and Obligations

The debts, liabilities and obligations of Golden Sierra shall not, constitute debts, liabilities or obligations incurred by any party under this Agreement except as set forth in Section 22.B (Amendments; Withdrawal – Right of Withdrawal).

Section 17. Privileges and Immunities

All of the privileges and immunities from liability, exemptions from law, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents or employees of any member county when performing their respective functions within the territorial limits of their respective county, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially.

Section 18. Insurance

During the term of this Agreement, Golden Sierra shall maintain general liability insurance coverage, as well as errors and omissions coverage, in a sum not less than \$2 million per occurrence. The insurance shall also contain a written endorsement to such policy or policies which names each of the Counties as an additional insured.

Section 19. Termination of Agreement

This Agreement may be terminated:

- A. Upon the joint actions of all the Boards of Supervisors to mutually terminate this Agreement; or

- B. Upon withdrawal of such number of parties from this Agreement as to reduce the remaining number of parties to two or less.

Section 20. Termination of Powers

Golden Sierra shall continue to exercise the powers herein conferred upon it until termination of this Agreement, and thereafter shall continue to exercise only such powers as to enable it to pay and discharge all costs, expenses, and charges legally incurred hereunder, and to dispose of, divide and distribute any property required as a result of the joint exercise of such powers.

Section 21. Disposition of Assets; Surplus Money

Upon termination of this Agreement under Section 19 (Termination of Agreement), all costs, expenses, and charges legally incurred by Golden Sierra shall be paid and discharged; and Golden Sierra shall sell such property as may be necessary and shall distribute to the federal or State government such property and funds as are lawfully required; the balance of such property and any surplus money on hand shall be distributed or returned in proportion to contributions made by the affected parties except to the extent otherwise agreed upon by the affected parties.

Section 22. Amendments; Withdrawal

- A. Provisions for Additional Parties. The three Boards of Supervisors may, on their own motion, or upon such requirement by federal or State law or regulation, agree to seek to amend this Agreement to enable other eligible counties to become parties hereto. The procedures for adding eligible counties are as follows:
1. Golden Sierra must seek approval from the State for modification to its boundaries. The boundary modification process is as set forth in Directive Number WIAD05-2 dated July 29, 2005 issued by the Employment Development Department of California, or as such process may be amended from time to time.
 2. Upon approval from the Governor pursuant to the process described above, the Governing Body may approve, by resolution, the addition of an eligible county. Such resolution must provide that this Agreement is amended to add such eligible county and that all provisions of this Agreement shall be in full force and effect with respect to such county.
- B. Right of Withdrawal. Any party to this Agreement may withdraw only upon the following:
1. Written notice of such intent to withdraw to the other parties not less than six (6) months prior to the effective withdrawal date therein specified.
 2. Approval from the State for modification to the boundaries of Golden Sierra pursuant to the process as set forth in Section 22.A.1 above.
 3. Payment of any expenses, liabilities or obligations as and among the parties to this Agreement incurred prior to withdrawal. (Solely by way of

example, this provision would require payment for rights and obligations incurred pursuant to Government Code section 6504, or payment where the withdrawal of any party to this Agreement shall cause a disproportionate liability to the remaining parties for benefits of current and retired Golden Sierra employees.) This requirement shall survive any withdrawal or termination of this Agreement.

Upon satisfaction of the above requirements, a copy of the written notice of the intent to withdraw and the State approval set forth in Section 22.B.2 above shall be transmitted to Golden Sierra by the withdrawing party, and Golden Sierra shall file such documentation with the fully executed Agreement then in effect.

- C. Amendment by Agreement. The Agreement may be amended at any time by the written agreement of the parties.
- D. Federal Reauthorization. In the event federal funding is not reauthorized or the WIOA is discontinued, the Governing Body shall meet within 60 days of receipt of notice that federal funding is not reauthorized in order to amend this Agreement to remove references to federal authority related to the purpose, management and operation of Golden Sierra.

Section 23. Severability

Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions of provisions shall not be affected thereby.

Section 24. Notice

Any notices to Golden Sierra and/or the member Counties required or given pursuant to this Agreement shall be in writing and delivered or mailed, U.S. first class, postage prepaid, addressed as follows:

Golden Sierra:	Golden Sierra Job Training Agency 1919 Grass Valley Highway, Suite 100 Auburn, CA 95603 Attn: Executive Director
Alpine County:	Alpine County Alpine County Administrative Building 99 Water St. P.O. Box 387 Markleeville, CA 96120 Attn: County Administrative Officer

El Dorado County: El Dorado County
330 Fair Lane
Placerville, CA 95667
Attn: Chief Administrative Office

Placer County: Placer County
175 Fulweiler Avenue
Auburn, CA 95603
Attn: County Executive

Golden Sierra and/or any member county may change the address to which notices pursuant to this Section are given by giving notice of its new address according to the provisions of this Section.

Section 25. Assignment

Except as otherwise provided in this Agreement, the rights and duties of the member Counties may not be assigned or delegated without the written consent of all other member Counties. Any attempt to assign or delegate such rights and duties in contravention of this Agreement shall be null and void.

Section 26. Hierarchy of Documents

This Agreement, as may be amended from time to time, shall govern over all other Governing Body and Golden Sierra documents and agreements, including the Bylaws of the Governing Body.

Section 27. Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation under this Agreement be waived, except by written instrument signed by the parties.

Section 28. Counterparts and Effective Date

This Agreement may be executed in counterparts and be as valid and binding as if each party signed the same copy. A faxed copy of the executed signature page shall be sufficient to cause the terms of this Agreement to become fully operative. The effective date of the Agreement shall be the date the third and last County executed the Agreement.

SIGNATURE PAGE

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

EXECUTED ON

COUNTY OF ALPINE, a political subdivision

And approved as to form _____

By _____
Chairman, Board of Supervisors

ATTEST:

EXECUTED ON

COUNTY OF EL DORADO, a political
subdivision

And approved as to form _____

By _____
Chairman, Board of Supervisors

ATTEST:

EXECUTED ON

COUNTY OF PLACER, a political
subdivision

And approved as to form _____

By _____
Chairman, Board of Supervisors

ATTEST:

ADDENDUM TO AGREEMENT #829-0610 A2
For
Golden Sierra Job Training Agency

Administrator: The County Officer or employee with responsibility for administering this Agreement is Alexis Zoss, Chief Assistant Director, County of El Dorado's Health and Human Services Agency, or successor.