

**MEMORANDUM OF AGREEMENT (MOA) BETWEEN**  
**COUNTY OF HUMBOLDT—Humboldt County Workforce Investment Board**  
**AND**  
**COUNTY OF HUMBOLDT—Department of Health and Human Services, Social Services Branch**  
**FOR**  
**2008-2011 WIA Youth Program Services**

THIS AGREEMENT is made this 1<sup>st</sup> day of July, 2008 by and between the County of Humboldt—Workforce Investment Board (herein called the “COUNTY—HC-WIB”) and the County of Humboldt—Department of Health and Human Services, Social Services Branch (herein called the “County—SSB”), (together referred to as “the parties”).

WHEREAS, the COUNTY—HC-WIB receives an annual allocation from the California State Employment Development Department as provided by the Workforce Investment Act (WIA), Public Law 105-220 for WIA Title 1 Youth Formula funds; and

WHEREAS, the California State Employment Development Department makes available WIA Title 1 Youth Formula funding through a subgrant agreement with the COUNTY; and

WHEREAS, the Economic Development Division (EC-DEV) of the Community Development Services Department of the County of Humboldt is the fiscal and administrative agent overseeing these funds; and

WHEREAS, the County—SSB, Employment Training Division (ETD) has successfully operated youth programs for more than thirty years, and provided WIA technical assistance and participant reporting services since the inception of WIA in 1999, and,

WHEREAS, the COUNTY—HC-WIB completed the procurement process in compliance with County policy and federal procurement rules in April 2008; and,

WHEREAS, the Workforce Investment Act requires that a community board, called the Humboldt County Workforce Investment Board (HC-WIB), oversee the use of these funds on behalf of the Humboldt County Board of Supervisors (HC-BOS), which has delegated signature authority for WIB-related contracts to the Community Development Services Director;

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows;

I. PURPOSE

This MOA provides for the provision of youth program coordination and services to youth as prescribed by the Workforces Investment Act (WIA) of 1998 for the Eureka-area and Northern Humboldt regions of Humboldt County. The MOA also defines provision of technical support and client reporting services necessary for operation of WIA youth programs in Humboldt County.

II. SCOPE of SERVICES

A. Activities:

1. Demonstrate effective use of WIA resources along with non-WIA resources for the delivery of a comprehensive program for youth in the Eureka-area and Northern Humboldt regions.
2. Provide required WIA core services, intensive and follow-up activities to eligible out-of-school youth as described in the Workforce Investment Act of 1998.
3. Comply with all sections of the Workforce Investment Act of 1998, directives released by the California State Employment Development Department, and policies/procedures released by the County that guide the operation of local WIA programs.

4. Maintain necessary program and fiscal records.
5. Coordinate with COUNTY HC-WIB staff, the HC-WIB Youth Council and other WIA youth contractors.

B. Common Measures

1. Meet or exceed all Common Measures as required by the Workforce Investment Act of 1998 and the State of California Employment Development Department (EDD/WID) and specified for the Humboldt County Local Workforce Investment Area annually.
  - a. CONTRACTOR performance in meeting/exceeding Common Measures will be evaluated by HC-WIB annually and will be a basis for contract continuation or cancellation.
2. Provide services to a minimum of 12 new and 8 continuing youth participants over the period of this contract.

C. Self-Evaluation:

Perform annual self-evaluation, as directed by HC-WIB Youth Council guidelines.

III. TERM

The term of this agreement shall begin on the date listed above and remain in full force and effect from July 1, 2008 through June 30, 2011, unless sooner terminated according to the provisions of this agreement.

IV. BUDGET and PAYMENT

- A. County—SSB budget was determined for the first year during the procurement process. See Appendix A. Annual budgets there after will be consistent with the first year budget, subject to review by the HC-WIB, and based on funding availability from the State.
- B. Funds for reimbursement will be limited to \$77,000 for the 2008-09 program year, and \$307,473 for the term of this contract. The detailed annual program budget is attached in Appendix A.
- C. County—SSB will invoice COUNTY HC-WIB at least monthly by the 10th day of the month for the costs associated with services provided during the prior month.
- D. COUNTY will reimburse County—SSB for personnel, non-personnel and youth services costs, as appropriate and in accordance with WIA.
  1. County—SSB shall use cost reimbursement forms and supporting materials as required by COUNTY HC-WIB staff.
  2. All reports will be signed by an authorized agency representative to verify appropriate use of funds and accuracy of reports.
- E. During the program year, a ten percent (10%) deviation from any line item in the budget is allowed, not to exceed the total annual budget in Appendix A. If an anticipated deviation is greater than ten percent (10%), County—SSB must submit a budget revision request to COUNTY HC-WIB in writing, detailing all anticipated budget changes.
- F. County—SSB shall provide a final summary of all service-related costs within 45 days following the end of each program year, and the contract period, using forms required by COUNTY HC-WIB staff. The authorized agency representative must sign these reports.

V. MATCH

- A. Per the grant application and letters of support supplied by the County—SSB, the County—SSB shall provide a minimum of \$67,000 cash match towards the cost of providing services to youth living in the Eureka-area region during the 2008-09 Program Year, and a similar amount of not less than equal to the WIA funds supplied in all subsequent program years throughout the term of this subcontract.
- B. Documentation of Match
  - 1. County—SSB shall begin accounting for cash match from the subcontract start date of July 1, 2008.
  - 2. County—SSB shall supply documentation of cash match on at least a quarterly basis on a reporting form supplied by the COUNTY HC-WIB. Report shall include a signature of designated County—SSB staff, and be delivered to COUNTY HC-WIB staff.

VI. EMPLOYMENT TRAINING DIVISION ROLES AND RESPONSIBILITIES

- A. Determine eligibility of participants based on WIA guidelines.
- B. Coordinate with regions, where needed, to ensure youth have access to WIA eligibility.
- C. Provide technical assistance and training to youth program operators, as appropriate, including:
  - 1. Common Measures performance technical assistance.
  - 2. Enrollment, Exit and Follow-up strategies technical assistance.
  - 3. Assist contractors with follow-up activities with youth, as needed.
- D. Provide JTA participant reports to State on monthly basis.
- E. Provide COUNTY HC-WIB with participant reports generated from youth program operators on a monthly basis.
- F. Participate in monitoring activities, as requested.

VII. ECONOMIC DEVELOPMENT DIVISION ROLES AND RESPONSIBILITIES

- A. Act as fiscal agent for all WIA programs, funds and grants.
- B. Serve as HC-WIB staff.
- C. Comply with state and federal reporting requirements.
- D. Provide technical assistance and staff training to contractors, as appropriate.
- E. Conduct annual fiscal and program monitoring activities.

VIII. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

COUNTY: Jacqueline Debets  
HC-WIB Executive Director  
Economic Development Coordinator  
Economic Development Division, Community Development Services Department  
County of Humboldt  
520 E Street  
Eureka, CA 95501

COUNTY—SSB: Beverly Morgan Lewis  
Department of Health & Human Services, Social Services Branch  
Branch Director  
929 Koster Street  
Eureka, CA 95501

IX. CONTRACT CONDITIONED ON APPROVAL OF EDD AND FUNDS AVAILABILITY

- A. The terms of this contract are subject to the approval by the State of California.
- B. It is mutually understood between the parties that this agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the agreement were executed after the determination was made.
- C. This agreement is valid and enforceable only if sufficient funds are made available to the COUNTY HC-WIB by the State of California EDD for the purposes of this program. In addition, this agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature or any statute enacted by Congress or State Legislature, which may affect the provisions, terms of funding of this agreement in any manner.
- D. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reductions in funds.
- E. The COUNTY HC-WIB has the option to terminate this agreement under the thirty (30) day cancellation clause listed below, or to amend the agreement to reflect any reduction of funds.
- F. For the purposes of performing the work, COUNTY HC-WIB agrees to reimburse County—SSB no more than the maximum amount listed in Section IV, part B for the term of this contract. In no instance shall the COUNTY HC-WIB be liable for any costs for the work in excess of this amount, nor for any unauthorized or ineligible costs. Specifics of the operating budget shall be subject to approval by the COUNTY HC-WIB prior to the payment of any funds. In the event unauthorized or ineligible costs are incurred by the County—SSB, the COUNTY HC-WIB may recapture all of the unauthorized or ineligible expenditures based on an audit finding and/or an audit finding that is appealed and upheld.

X SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

**Approved for County by:**

**Approved for Eureka City Schools**

\_\_\_\_\_  
Kirk Girard, Director  
Community Development Services

\_\_\_\_\_  
Beverly Morgan Lewis, Director  
DHHS—Social Services Branch

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Approved as to form:**

\_\_\_\_\_  
Carolyn Ruth  
County Counsel

\_\_\_\_\_  
Date

**Approved as to insurance provisions &  
certificates filed:**

\_\_\_\_\_  
JoAnn Gath  
Risk Management

\_\_\_\_\_  
Date

**APPENDIX A**

**Detailed Program Budget for  
COUNTY-SSB (Employment Training Division) Youth Services  
July 1, 2008 through June 30, 2009**

<b>Line Item</b>	<b>Out-of-School Youth Costs</b>	<b>Eligibility/TA/Reporting</b>	<b>Total</b>
<b>1. Personnel Costs</b>			
a. salary costs	36,014	7000	43,014
b. benefits	15,435	3000	18,435
c. contractual staff (Americorps)			
<b>2. Non-Personnel Costs</b>			
a. travel			
b. equipment and supplies			
c. training			
d. insurance		-	
<b>3. Youth Services</b>			
a. tuition, books, supplies			
b. work experience wages	15,551		15,551
c. support services (transportation, childcare, etc.)			
<b>TOTAL</b>	<b>\$67,000</b>	<b>\$10,000</b>	<b>\$77,000</b>