

AMENDED AND RESTATED AGREEMENT OF AUTHORITIES  
AND RESPONSIBILITIES BETWEEN  
THE GOVERNING BODY OF THE GOLDEN SIERRA JOB TRAINING AGENCY  
(as the LOCAL WORKFORCE DEVELOPMENT AREA) AND  
THE GOLDEN SIERRA WORKFORCE DEVELOPMENT BOARD

I. PARTIES

This agreement is made and entered into, as of the last date set forth below, by and between the Golden Sierra Job Training Agency (which has been designated as the local workforce development area) Governing Body ("Governing Body") and the Workforce Development Board ("WDB") for the three county workforce investment area covering Alpine, El Dorado, and Placer Counties ("Area").

The "local workforce development area" was formerly referred to as the "local workforce investment area." The "Workforce Development Board" was formerly referred to as the "Workforce Investment Board."

II. TERM

This agreement is effective when approved and executed by the Governing Body and the WIB. It shall remain in full force and effect until terminated by either party by giving six months advance written notice to the other party of intent to terminate this agreement. Unless earlier terminated as set forth herein, this agreement shall expire and terminate effective upon sunset of the Workforce Innovation and Opportunity Act (which supersedes the Workforce Investment Act).

III. WDB DUTIES AND FUNCTIONS

The WDB shall take the lead in policymaking in the following areas, but, subject to the required approval of the Governing Body or to the requirement to work in partnership with the Governing Body, as set forth in the Workforce Innovation and Opportunity Act:

- Developing Workforce Innovation and Opportunity Act and other area plans and budgets;
- Conducting research and analysis related to the local workforce and regional labor market
- Establishing performance expectations for the Area's workforce development system;
- Coordinating with employers and other entities to, among other things, support employer utilization of the local workforce development system, to ensure that workforce investment activities meet the needs of employers, and to develop and implement strategies for meeting the employment and skill need of workers and employers;
- Certifying one-stop career centers and designating their operator;
- Approving youth and adult service and training providers when competitively procured;
- Establishing youth policies, either acting through the Youth Council or the full WDB;
- Developing strategies to use technology to maximize the accessibility and effectiveness of the local workforce development system;
- Coordinating activities with education and training providers in the Area;
- Other duties and functions as authorized by the Workforce Innovation and Opportunity Act, successor legislation or amendments thereto, the State of California or the Governing Body.

The WDB, itself, shall not operate programs.

IV. GOVERNING BODY DUTIES

The Golden Sierra Job Training Agency shall be the grant recipient and administrative entity for the Area.

The Governing Body shall perform those duties set out in the Joint Powers Agreement, among the member counties of the Governing Body, as amended both before and after the execution of this agreement. In addition, the Governing Body shall have the right to review and either approve or reject WDB policymaking decisions under Section III above.

V. WDB TERMS OF APPOINTMENT

Terms of appointment for WDB members, and other related issues, including the process for WDB member resignation and removal for cause, shall be as set forth in the WDB's bylaws.

#### VI. STAFF SUPPORT

In recognition of limited administrative funds and the need to make maximum funding available for programs and services, the Golden Sierra Job Training Agency shall provide staff support to both the WDB and the Governing Body. Golden Sierra Job Training Agency staff assigned to WDB responsibilities shall take their direction from, and report to, the WDB and its committees. Notwithstanding the foregoing, such staff shall remain Golden Sierra Job Training Agency employees at all times and shall not engage in activities that conflict with direction from the Governing Body or their roles and responsibilities as employees of Golden Sierra Job Training Agency.

The Governing Body and WDB will maintain consolidated office and material support necessary for both bodies to properly discharge their responsibilities under the Workforce Innovation and Opportunity Act and other relevant federal and state legislation, the Joint Powers Agreement, their respective bylaws, and this agreement.

Final authority for any decision to hire, evaluate or discharge any staff assigned to the WDB shall rest solely with Golden Sierra Job Training Agency and its Governing Body.

#### VII. INDEPENDENCE OF TERMS

If any terms or provisions of this agreement or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and every other term and provision of this agreement shall be valid and enforced to the fullest extent permitted by law.

APPROVED FOR THE  
GOVERNING BODY:



Chairperson, Governing Body

Date: 6-3-2015

APPROVED FOR THE  
WORKFORCE DEVELOPMENT BOARD:



Chairperson, Workforce Development Board

Date: 6-8-15