

GOVERNING BODY MEMBERS

KATHERINE RAKOW, *Chair*
Board of Supervisors,
Alpine County

MICHAEL RANALLI
Board of Supervisors,
El Dorado County

KIRK UHLER
Board of Supervisors,
Placer County

JASON BUCKINGHAM
Executive Director

Golden Sierra Job Training Agency
1919 Grass Valley Hwy, Suite 100
Auburn, CA 95603

(530) 823-4635

GOLDEN SIERRA JOB TRAINING AGENCY

GOVERNING BODY AGENDA

Wednesday, October 7, 2015 – 10:00 a.m.

**Golden Sierra Job Training Agency
1919 Grass Valley Highway, Suite 100
Auburn, CA 95603**

- | | | |
|-------|--|-------|
| I. | <u>ROLL CALL AND INTRODUCTION OF GUESTS</u> | |
| II. | <u>APPROVAL OF AGENDA</u> | 1-2 |
| III. | <u>CONSENT AGENDA</u> | |
| | All matters listed under the Consent Agenda are considered to be routine in nature and will be approved by one blanket motion. | |
| | A. Approval of Minutes from August 5, 2015 GB Meeting | 3-6 |
| | B. Approval of WB Application | |
| | BILL BETTENCOURT, Placer School for Adults,
<i>Representing Education & Training; Adult Education</i> | 7-14 |
| IV. | <u>PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA</u> | |
| V. | <u>APPROVE RESOLUTION 15-03 – 2016 PEMHCA</u> | 15-16 |
| VI. | <u>APPROVE JOINT POWERS AGREEMENT</u> | 17-49 |
| VII. | <u>APPROVE GOVERNING BODY BYLAWS</u> | 50-66 |
| VIII. | <u>APPROVE FY 2015/2016 CONSORTIUM FINAL BUDGET</u> | 67-74 |
| IX. | <u>K5 EXPENDITURES UPDATE</u> | 75 |
| X. | <u>APPROVE RFP AWARD</u> | 76 |
| XI. | <u>APPROVE OUT OF STATE TRAVEL</u> | 77 |
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EQUAL OPPORTUNITY

Golden Sierra is an equal opportunity employer/program. Auxiliary aids and services are available upon request. Special requests for services, aids and/or special formats need to be made by calling (530) 823-4635 (Voice). TTY users please call the California Relay Service at 711.

XII. DIRECTOR'S UPDATE

- WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) TRANSITION
 - ✓ ACTION MATRIX 82-87
 - ✓ DIRECTOR'S REPORT 88-109
 - ✓ WORKFORCE BOARD CHAIR REPORT 110-111

XIII. FUTURE AGENDA ITEMS/NEW BUSINESS

XIV. NEXT MEETING: December 2, 2015 – 10:00 am – Auburn Connections

XV. ADJOURNMENT

GOLDEN SIERRA JOB TRAINING AGENCY

GOVERNING BODY MINUTES

Wednesday, August 5, 2015 – 10:00 a.m.

**Golden Sierra Job Training Agency
1919 Grass Valley Highway, Suite 100
Auburn, CA 95603**

I. ROLL CALL AND INTRODUCTION OF GUESTS

Quorum was established and the meeting was called to order at 10:00 a.m. by Chair Rakow.

Present: Katherine Rakow, Michael Ranalli, Kirk Uhler

Absent: None

Guests: Jason Buckingham, Lorna Magnussen, Terrie Trombley, Darlene Galipo, Kathy Spindola, Michael Indiveri, Kristianne Seargeant

II. APPROVAL OF AGENDA

Motion to approve agenda by Ranalli, second by Uhler.

Motion approved unanimously.

III. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine in nature and will be approved by one blanket motion.

A. Approval of Minutes from June 3, 2015 GB Meeting

Motion to approve the consent agenda by Uhler, second by Ranalli.

Motion approved unanimously.

IV. PUBLIC COMMENT – FOR ITEMS NOT ON THE AGENDA

None

V. APPROVE RESOLUTION 15-01 - SIGNATURE AUTHORITY

Motion to approve Resolution 15-01 giving the Executive Director and Deputy Director signatory authority by Uhler, second by Ranalli.

Motion approved by roll call vote.

Aye: Rakow, Ranalli, Uhler
Nay: None
Abstain: None
Absent: None

VI. APPROVE RESOLUTION 15-02 - POSITION ROSTER

Motion to approve Resolution 15-02 budgeted FY 2015/2016 employee salary position roster by Uhler, second by Ranalli.

Motion approved by roll call vote.

Aye: Rakow, Ranalli, Uhler
Nay: None
Abstain: None
Absent: None

VII. APPROVE LETTER REGARDING ONE-STOP OPERATOR PROCUREMENT

Buckingham explained that the Draft Federal Notice of Proposed Rule Making is mandating a competitive process for procurement of the One-Stop Centers and this letter is requesting local Boards, who are responsible for the funds, to have the authority to determine what works best in their area.

Rakow agrees that decision making should be with the local Board.

Motion to approve the letter regarding the One-Stop Operator procurement by Uhler, second by Ranalli.

Motion approved unanimously.

VIII. DIRECTOR'S UPDATE

- WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

- ✓ Joint Powers Agreement (JPA)

- Buckingham explained that the JPA has been revised, reviewed and approved by County counsel, approved by the Board of Supervisors from Alpine and El Dorado County and should be going to Placer County soon.

- ✓ Action Matrix

- Buckingham explained that the matrix reflects the work-in-progress by Golden Sierra and work that has been completed. The updates are displayed in bold.

- ✓ Local Area Designation

- Buckingham stated that Golden Sierra has received final approval for Local Area Designation.

- ✓ WDB Membership Composition

- Buckingham said that Golden Sierra is in the process of making sure that our Workforce Board membership is in compliance. The new law requires an Adult Education member be on the board, which the Agency is in the process of securing at this time.

He explained that the core partners have been meeting to discuss systems alignment and target populations to understand how the system can better serve the region. The agency is working on drafting Workforce Board bylaws which includes Board composition. Golden Sierra's niche has been with small businesses and we have found a higher success rate employing participants in this area. Buckingham believes that when looking for Board composition, we should look to small businesses.

Buckingham commented on two grants that Golden Sierra was recently awarded:

1. Golden Sierra received \$166,000 for the Disability Employment Accelerator (DEA) Grant.
2. As part of the State awarded grant, National Emergency Grant (NEG); Golden Sierra received \$350,000. This is a sector based grant.
3. The agency applied for a Workforce Accelerator Funding grant which was not successful. Round 3 of this grant will be released soon and Golden Sierra will apply when it becomes available.

IX. K5 EXPENDITURES

Buckingham said that the report reflects the expenditure and enrollment concerns identified with the El Dorado consortium. It has been agreed upon that if 80% expenditure rate is not met by December 2015 the funds will be recaptured.. Staff has been aiding El Dorado with technical assistance, which has been helpful.

Rakow asked if Alpine County's expenditures were adequate at this time and Buckingham stated that it was not a concern. Trombley said that instead of setting aside a certain amount of budgeted money for each program area, Alpine County is spending their Direct Training funds as needed. They will also utilize Golden Sierra's assistance with invoicing and administrative support.

X. CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATORS
(Government Code §54957.6)

AGENCY DESIGNATED REPRESENTATIVES:
JASON BUCKINGHAM, TERRIE TROMBLEY & KRISTIANNE SEARGEANT

Employee Organization: Stationary Engineers Local 39

Rakow called the meeting into closed session at 10:20 a.m.

The Board reconvened into open session at 10:27 a.m.

Report out: Information was given from Kristianne Seargeant. No action taken.

XI. FUTURE AGENDA ITEMS/NEW BUSINESS

- Final budget
- Adult Education Workforce Board Application
- RFP Recommendation
- Ratification of MOU

XII. NEXT MEETING: October 7, 2015 – 10:00 am – Auburn Connections

XIII. ADJOURNMENT

Meeting adjourned at 10:28 by Chair Rakow.

**GOLDEN SIERRA
GOVERNING BODY**

MEMORANDUM

DATE: October 7, 2015
TO: Governing Body (GB)
FROM: Jason Buckingham, GSJTA Executive Director
SUBJ: Workforce Board (WB) Application

☐ Resolution ☒ Action Item ☐ Information

Your approval is requested for the attached WB membership application from:

BILL BETTENCOURT, Placer School for Adults
Representing Education & Training; Adult Education

With your approval, the applicant shall carry the member **term of October 7, 2015 to June 30, 2019.**

Golden Sierra

**MEMBERSHIP
APPLICATION FORM**

Person Nominated: Bill Bettencourt **Title:** Principal

Business Name: Placer School for Adults

Business Address: 390 Finley Street, Auburn, CA 9603

Telephone: 530-885-8585 **FAX:** 530-823-1406 **E-mail:** bbettencourt@puhsd.k12.ca.us

Organization submitting nomination: AB86 - Sierra Joint Consortium
(ie: Chamber of Commerce, Manufacturing Association, etc.)

Contact Person: Joyce Lude **Title:** Principal - Roseville Adult

Business Address: 200 Branstetter Street, Roseville, CA

Telephone: 916-782-3952 **FAX:** 916-782-4321 **E-mail:** jlude@rjuhsd.us

(A letter of nomination is required and must be attached to this application or forwarded under separate cover.)

Area of Representation (check all that apply):

- | | |
|--|---|
| <input type="checkbox"/> Business | <input type="checkbox"/> Governmental and Economic and Community Development |
| <input type="checkbox"/> Workforce | <input type="checkbox"/> Economic & Community Development |
| <input type="checkbox"/> Labor organizations | <input type="checkbox"/> Wagner-Peyser Representative |
| <input type="checkbox"/> Joint labor-management apprenticeship program or apprenticeship program | <input type="checkbox"/> Vocational Rehabilitation Representative |
| <input checked="" type="checkbox"/> Education & Training | |
| <input checked="" type="checkbox"/> Adult Education/Literacy Representative | |
| <input type="checkbox"/> Higher Education Representative | |

Bill Bettencourt
Signature

Sept 1, 2015
Date

I hereby submit my application for membership on the Local Workforce Board to Golden Sierra Job Training Agency. I have completed and included the following: narrative questions, conflict of interest and nomination letter.

Return all information to: Lorna Magnussen, WB ANALYST
Golden Sierra Job Training Agency
1919 Grass Valley Hwy Ste. 100
Auburn, CA 95603

NARRATIVE QUESTIONS

What specific experience/expertise do you possess which would be of value to the Workforce Board?

I have been in Adult Education since 1988. I began my time in education as a teacher in Career Tech Education, then Career Guidance, then GED preparation. I moved into administration in Sac City USD, then San Juan USD, and currently in Placer Union HSD. Before launching my career in education I was a small business owner and bring a business perspective to my work. As a leader in education I have held administrative roles as vice principal and principal in three school district in the course of 27 years, I have held multiple leadership roles as a teacher and administrator, and have been through the accreditation process (WASC) numerous times with different schools, always with an excellent outcome for the school. Beyond leadership in Adult Education in the local area, I have been involved in leadership roles at the regional and state levels in California as president for California Council for Adult Education (CCAEE). I'm currently the primary contact for the local AB86 Consortium with Sierra College. From years of working with people and agencies, I know and possess the ability to listen, communicate, and collaborate. I have been a change agent in my role in education, and enjoy the challenges that come with visioning that lead to program growth.

Why would you be a good candidate to serve on the Workforce Board?

As a member for the Workforce Board I would bring a depth and breadth of knowledge from my experiences in adult education and in business. My role in the AB86 Consortium has been to collaborate and support schools and partners. I see this involvement on the board as a natural extension of my current scope and focus. Because of my business background, I would bring a broader perspective not typical of someone who has been 'just an educator'.

You may attach additional information, including your resume or biography. Further questions should be directed to Lorna Magnussen at Golden Sierra Job Training Agency at (530) 823-4635.

CONFLICT OF INTEREST INFORMATION

1. Does your employer/company provide goods and/or services to Golden Sierra Job Training Agency, or have any plans to provide goods and/or services to Golden Sierra Job Training Agency in the future? Yes ☒ No ☐ If yes, please describe below:

We currently share in-kind services with clerical assistance. We are planning more workshops and classes in the Fall semester also.

2. You will be setting policy for and possibly allocating funds to community-based organizations, profit and non-profit corporations, school districts and other governmental entities or program operators. Do you or any member of your immediate family have any affiliation with such entities (i.e., ownership; employment; contractual relationships, including Golden Sierra-funded On-the-Job Training (OJT) program participation; commission, board or committee membership)? Yes ☐ No ☒ If yes, identify below the name of the entity and the nature of the affiliation. (*Immediate family members are: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent or step-child.*)

3. Do you, or any member of your immediate family (as defined above), have any ownership interest in any commercial real property that is currently leased/rented by Golden Sierra Job Training Agency? Yes ☐ No ☒ If yes, please describe such property by size and location.

If your nomination or application is approved, you will be required to file a limited conflict of interest form with Golden Sierra Job Training Agency prior to assumption of Workforce Board membership.

Bill Bottomcomb
Signature of Applicant

Sept 1, 2015
Date

Roseville Adult School

SERVING THE NEEDS OF LIFELONG LEARNERS

Joyce Lude, Principal

September 1, 2015

High School Diploma

GED Preparation and
Testing

English as a
Second Language

Citizenship Preparation

Computer and Technology
Education

Job Readiness

Parent Education

Lorna Magnussen, WB ANALYST
Golden Sierra Job Training Agency
1919 Grass Valley Hwy Ste. 100
Auburn, CA 95603

Dear Lorna:

Please accept this letter of nomination for Bill Bettencourt to represent the Sierra Joint Consortium for Adult Education on the Local Workforce Board to Golden Sierra Job Training Agency. Bill has been a valued leader in the Consortium from its inception in 2014. His business background, work history in Adult Education, and connections with other educational agencies make him an excellent nominee for the Board.

Bill has a successful background in business that he has been able to integrate into his educational career. The Placer School for Adults Career Technical Education (CTE) Program has grown and flourished under Bill's leadership. He is able to view education through the lens of an entrepreneur which has helped make Placer a leader in CTE instruction for adults.

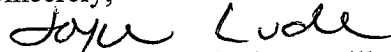
Working his way up through the ranks of education as a teacher, vice principal, and now a principal has allowed Bill the opportunity to participate in all levels of education. His leadership experience has included on-site school management, district level participation and successfully leading the accreditation process through the Western Association of Schools and Colleges (WASC) in three different school districts.

When AB86 was first passed, Bill stepped into a leadership role making early contacts with Sierra College and other prospective members. He is well known in both the education and business communities and these connections have benefited the Sierra Joint Consortium. Bill has been an active member of the Consortium Steering Committee since it was established and is currently the Consortium lead/point person. The Steering Committee looks forward to having Bill as a member of the Workforce Board. We give our highest recommendation for his nomination.

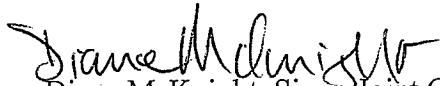
200 Branstetter Street • Roseville, CA 95678-1815
(916) 782-3952 • Fax (916) 782-4361 • E-mail: ras@rjuhsd.us
Website: <http://ras.rjuhsd.us>
Roseville Joint Union High School District

Please feel free to contact any of the Sierra Joint Consortium Steering Committee Members if you need more information on this outstanding nominee.

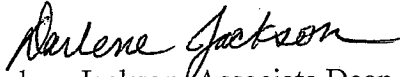
Sincerely,




Joyce Lude, Principal Roseville Adult School



Diane McKnight, Sierra Joint Consortium Consultant



Darlene Jackson, Associate Dean, Technology and Career Technical Education,
Sierra College



Stephanie Ortiz, Executive Dean, Nevada County Campus, Sierra College

Professional Profile

- Proven track record of accomplishments regionally and statewide
- Collaborative leadership and innovative problem solver
- Career devoted to serving the students and community through adult education
- Personable and positive model for colleagues and staff

Professional Experience

2012-present	Principal, Adult Education, Placer UHSD, Placer School for Adults
2002-2012	Principal, Adult Education, San Juan USD, Winterstein Adult Center, Sunrise Tech Center
1994-2002	Vice Principal, Adult Education, San Juan USD, Winterstein Adult Center
1992-1994	Vice Principal, Adult Education, Sacramento City USD, Fremont School for Adults
1990-1992	Corporate Personnel Trainer, <i>"Developing Individual and Group Effectiveness"</i>
1988-1992	Instructor, Adult Education, Sacramento City USD
1983-1988	Private Business Owner, Sole Proprietor

Related Skill and Experience

- AB86 Consortium, Primary Contact, Sierra Joint Community College
- Moodle online blended course development, and collaboration with PUHSD high school to develop courses
- Curriculum development and instructional support, across adult education program areas
- Supervision and leadership to school site and programs
 - ESL, CBET, ABE, ASE, GED, Independent Study, Career Tech Ed, Older Adults, Community Ed/Fee Based
- Community outreach and collaboration with community agencies, district office and other schools
 - Collaboration with high schools and counselors to support concurrent enrollment
 - Collaboration with community based organizations and community colleges
 - Linking students and support services
- Budget development and oversight for adult education programs and grants (WIA 231, Carl Perkins, ALOE)
- Instrumental in accessing, writing and implementation of grants and other outside funding sources
- WASC involvement : chair, co-chair, leadership through four accreditation cycles leading to 6-year terms
- Personnel/Staffing: cost analysis of staffing, recruitment and hiring, coaching and training, evaluation, discipline, and when required termination of certificated and classified positions
- Support of multiples sites and satellite locations
- Advertisement and marketing, catalog development, design and implementation
- Web site and Facebook development, maintenance, and oversight
- Student support and career guidance
- Site and facilities: safety, renovations and improvements

Other Leadership Involvement

- WASC Chair and Committee Member, 2011, 2005, 1999, 1993 (San Juan USD, Sac City USD)
- Safe Schools Task Force Committee, San Juan USD
- Professional Learning Community - Collaborative Leadership Team, San Juan USD

- California Council for Adult Education (CCAЕ) – Northern Section Regional President
- California Council for Adult Education (CCAЕ) – State President
- Legislative Chair, California Council for Adult Education (CCAЕ) – regional and state
- Strategic Planning Committee, San Juan USD
- Strategic Planning Team, Adult Education
- California Department of Education, Adult Education - Field Partnership Team
- California Department of Education, Adult Education - Task Force Team
- CCAЕ Vice President, President-Elect, Conference Committee Chair
- ACSA Regional Networking Team
- Mentor Teacher, Sacramento City USD, 1989 – 1991
- Association of Supervision and Curriculum Development (ASCD) - member

Education and Credentials

- Administrative Services Credential
- Designated Subjects Supervision and Coordination Credential
- B.S. – Human Resources and Organizational Behavior, University of San Francisco
- Staff Development Institute – Quality Leadership Training Program
- Designated Subjects Adult Education Teaching Credential
- Designated Subjects Vocational Education Teaching Credential

Professional References

- George Sziraki,
Superintendent, Placer Union High School District (530.886.4405)
- Gregg Ramseth,
Director of Technology and Assessment, PUHSD (530.886.4447)
- Paula Tarpenning, (retired)
Director of Adult Education and Career & Technical Education (916.759.1592)
- Mary Prather,
Education Consultant at CTE Innovations
- Debra Jones,
Dean, CTE Transitions, California Community Colleges Chancellor's Office (916.322.6972)
- Debra Sutphen,
Vice President, Instruction, Sierra College (916.660.7502)

**GOLDEN SIERRA
GOVERNING BODY**

MEMORANDUM

DATE: October 7, 2015
TO: Governing Body (GB)
FROM: Jason Buckingham, GSJTA Executive Director
SUBJ: PEMHCA Resolution 15-03

☒ Resolution ☐ Action Item ☐ Information

The following benefit change is being presented for adoption of Resolution 15-03, and contingent upon an affirmative vote by members of Stationary Engineers Local 39 on October 7, 2015.

Resolution 15-03 sets the amount of the employer's contribution for calendar year 2016. The \$409.05 represents the employer's contribution for each employee or annuitant (self alone) plus administrative fees and contingency reserve fund assessment.

This is based on CalPERS 2016 rate, and consistent with proposed Tentative Agreement. Golden Sierra pays the employee or annuitant only portion not to exceed \$409.05.

**RESOLUTION FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE
PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT**

WHEREAS, (1) Government Code Section 22892(a) provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22892(b)(1) of the Act, and

WHEREAS, (2) Golden Sierra Job Training is a local agency contracting under the Act; now, therefore be it

RESOLVED, (a) That the employer's contribution for each employee or annuitant shall be the amount necessary to pay the cost of his/her enrollment, including the enrollment of his/her family members, in a health benefit plan, up to a maximum of **100% Single Party Basic/Supplemental not to exceed \$409.05** per month, plus administrative fees and Contingency Reserve Fund Assessments; and be it further

RESOLVED, (b) That Golden Sierra Job Training has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above.

Adopted at a regular/special meeting of the Governing Body at Auburn, California this 7th day of October 2015.

Ayes:

Noes:

Absent:

Signed: _____

Printed: Katherine Rakow, Chair
(Chairman, Governing Body)

Attest: _____
(Lorna Magnussen, Clerk to the Governing Body)

**GOLDEN SIERRA
GOVERNING BODY**

MEMORANDUM

DATE: October 7, 2015
TO: Governing Body (GB)
FROM: Jason Buckingham, GSJTA Executive Director
SUBJ: Joint Powers Agreement (JPA) approval

☐ Resolution ☒ Action Item ☐ Information

The “Second Amended and Restated Joint Exercise of Powers Agreement for Golden Sierra Job Training Agency” (the “Second Amended JPA Agreement”) amends the “First Amended and Restated Joint Exercise of Powers Agreement for Golden Sierra Job Training Agency.” The Second Amended JPA Agreement updates the prior agreement to reflect the changes in the membership of the Agency, to conform to the requirements of the JPA law as set forth in the California Government Code, and to conform to the federal Workforce Innovation and Opportunity Act (that supersedes the Workforce Investment Act). The Board of Supervisors of the member counties have approved the Second Amended JPA Agreement.

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

THIS ~~SECOND~~ **SECOND** AMENDED AND RESTATED AGREEMENT, ~~updated and amended September 7, 2005, is~~ (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, ~~political subdivisions of the State of California.~~ 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 ~~service delivery areas~~ 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 ~~five~~ three local government entities involved herein coordinate their efforts and provide services that are designed to meet the needs of ~~the~~ 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 ~~service delivery areas~~ 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 ~~Board~~ Boards of Supervisors of Alpine, El Dorado, ~~Nevada, and~~ Placer ~~and Sierra~~ Counties (hereafter "the Boards of Supervisors" or "the Counties") wish to ~~develop~~ continue to provide the most effective demand-driven, workforce development program to deal with the needs of businesses ~~and~~, to work with unemployment and underemployment problems of residents of the ~~five~~ three counties, and ~~they~~ have determined that such problems can best be resolved and such funds may be best administered by the Golden Sierra Job Training Agency.
- ~~F. It is acknowledged by all parties that as of July 1, 2006, Sierra County will withdraw from this consortium and join the NoRTEC Consortium.~~

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 ~~Investment Act of 1998 (WIA) (29 U.S.C. §2801).~~

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"), ~~the Agency~~). Golden Sierra shall administer this Agreement.

~~Section 3. Debts, Liabilities and Obligations~~

~~The debts, liabilities and obligations of the Agency shall not, under any circumstances, constitute debts, liabilities or obligations incurred by any party under this Agreement. Should any debt, liability or obligation of the Agency not be waived or allowed payable through assets of the Agency, the counties shall each not be liable, except as provided by Government Code sections 895 through 895.8.~~

~~Section 4. Insurance~~

~~During the term of this Agreement, the Agency shall maintain general liability insurance coverage, as well as errors and omissions insurance, in a sum not less than \$1 million per occurrence. The insurance shall also contain a written endorsement to such policy or policies and the naming of each member county as an additional insured.~~

~~Section 5. 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 ~~hereafter provided.~~

~~Section 6.~~ 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.

~~The Agency~~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~~labor market areas of the Counties ~~of Alpine, El Dorado, Nevada, Placer and Sierra~~ 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.

~~The Agency~~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 ~~above-mentioned five (5) county~~Counties' Workforce ~~Investment~~Development Area. ~~The Agency~~Golden Sierra may negotiate with, apply, for, contract for and receive monies from federal, ~~state~~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 ~~granted to the Agency by formula to each member county using an identical fund allocation formula;~~
- C. ~~Allocate that all, including~~ discretionary and special purpose funds, received by ~~the Agency shall be allocated~~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 Board~~governing body of Golden Sierra (hereafter "Governing Body"), as described in Section 6 (Governing Body) of this Agreement.
- ~~DC.~~ Study and access the characteristics of the labor market area and determine training and employment needs in the ~~five~~three-county area.
- ~~ED.~~ Develop labor market information from the Federal Census, State of California reports, and from other sources,
- ~~FE.~~ 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.
- ~~GF.~~ Act as ~~service delivery area~~the LWDA for all programs and funds accepted by ~~the~~

~~Agency~~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 ~~service delivery areas~~LWDAs by the grantor~~-(s)~~.

HG. Cooperate and continue to develop a partnership with public and private agencies which ~~provides~~provide training and employment services within the counties of Alpine, El Dorado, ~~Nevada, and~~ Placer ~~and Sierra~~, 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.

HH. Operate~~-or,~~ conduct~~-or,~~ administer or supervise within the boundaries of the Counties of Alpine, El Dorado, ~~Nevada, and~~ Placer ~~and Sierra~~, employment and training programs which ~~the Agency~~Golden Sierra has accepted from Federal, State, and other local governments, and from private agencies and persons.

II. Work with ~~Operators designed~~providers designated by the ~~WIB~~WDB and Governing ~~Board~~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. Labor~~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 ~~the Agency~~Golden Sierra may adopt.

KJ. Allocate funds to, and expend funds for, various local employment and training programs and subcontractors based on the needs of the local communities. Any ~~over and under allocations by county is~~unspent allocation of funds awarded to a subcontractor may be rolled forward to that county's ~~reallocated as~~ determined by the Governing Body in accordance with the terms of the funding ~~percentage to the subsequent fiscal year or other applicable rules and restrictions.~~

LK. Monitor, evaluate and take corrective action concerning performance specified in any agreement, and contracts or agreements ~~pursuant thereto~~into which Golden Sierra has entered.

- ML. Establish performance objectives for subcontractors and evaluate the effectiveness of individual programs.
- NM. Maintain financial and statistical records to satisfy federal, State, and other laws and regulations, and provide necessary information for effective program management.
- ON. Adopt, promulgate and enforce such bylaws, rules and regulations as ~~the Agency~~Golden Sierra deems necessary for operation ~~of the Agency and its staff,~~management of Golden Sierra and implementation of the ~~program~~programs.
- ~~P.~~Make 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.
- QP. Provide collaborative leadership for ~~five~~three-county area-wide training and employment ~~process~~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.
- RQ. The Governing ~~Board in conjunction~~Body, with input from the ~~WIF, per §117(3)(a) of the WIA, established~~WDB, shall review, revise and adopt an annual budget, ~~which shall be in a format acceptable pursuant to the Governing Board and WIB-29 U.S.C. § 3122(d)(12).~~
- SR. Incur debts, liabilities, or obligations.
- TS. Sue or be sued in its own name.

Section 76. Governing Body

- A. Membership. The Governing Body of ~~the Agency~~Golden Sierra shall consist of ~~five~~(5)~~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 ~~Nevada~~Placer.
- ~~4. One member of the Board of Supervisors of the County of Placer.~~
- ~~5. One member of the Board of Supervisors of the County of Sierra.~~

Each of the ~~five~~ Boards of Supervisors from the three member Counties shall respectively appoint such Governing Body ~~members from their respective bodies,~~ member and not less than one alternate ~~for each respective member, from its~~ Board of Supervisors. Each of the ~~five member~~three members and any alternate shall serve at the pleasure of and in the same manner determined by the appointing ~~body; the~~Board of Supervisors. The term of office of ~~such~~each

Governing Body member and alternate may be terminated at any time by the appointing ~~body~~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, ~~to for~~ whom ~~they are designed~~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 ~~(three members)~~ 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 those votes present 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:~~

~~C. Voting. The Governing Body should seek to achieve broad base consensus on all majority 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 the “Brown Act,” and not be proxy.~~

~~(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 ~~the Administrative Staff~~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 ~~the~~this Agreement, the laws of the State of California and the WIOA.
- H. Goals. The dual goals of ~~the Agency~~Golden Sierra shall be:
 - 1. To assist the residents of Alpine, El Dorado, ~~Nevada, and~~ Placer ~~and Sierra counties~~Counties to obtain, hold, and advance in jobs which pay salaries commensurate with their abilities and needs; and
 - 2. To ~~assumework to assure~~ that a skilled workforce is available in the ~~five~~ three county area to meet the needs of ~~the~~ public and private employers conducting operations in ~~sueh~~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 87. Executive Director and Other ~~Administrative~~ 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 ~~and at a compensation determined thereby~~.
- B. The Governing ~~Board may appoint or contract for the services of an independent monitor to review said programs operated by the Agency and to report to the Governing Body~~.
- ~~C. All staff~~ Body shall ~~have employees of the Agency and shall be hired by the hire the Golden Sierra~~ Executive Director.
- ~~D. , who shall at all times be an employee of Golden Sierra. The Executive Director of the Agency is hereby designated as the person who shall have charge of, handle and have access to any property of the Agency shall in turn hire and supervise all Golden Sierra employees. The Agency's insurance policies shall include sufficient coverage for employee dishonesty. 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 9. ~~Auditor-Controller~~8. Treasurer

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

The Placer County ~~Auditor-Controller~~Treasurer shall be the depository and have custody of all monies received by ~~the Agency~~Golden Sierra, and the ~~Auditor-Controller~~Treasurer shall:

A. Receive and receipt all ~~said money~~funds of ~~the Agency~~Golden Sierra and place ~~it~~them in the Treasury of the County of Placer to the credit of ~~the Agency~~Golden Sierra.

B. Be responsible upon his or her official bond for safekeeping and disbursement of all money of ~~the Agency~~Golden Sierra so held.

C. Pay, when due, out of ~~said money of the Agency~~Golden Sierra funds so held ~~by him or her~~, 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 Agency money, Golden Sierra only upon warrants of, or checks issued by, said 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. ~~Records and Reports~~Official Bonds

~~The Governing~~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, ~~in~~ ~~coordination with the WIB,~~ 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, ~~including, but not limited to, funds and accounts as may be required by good accounting practice or by law.~~ All books and records of ~~the Agency~~Golden Sierra shall be open to inspection at all reasonable times by any party to this Agreement or its representatives. Annual audits of ~~the Agency's~~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 11. Workforce Investment Board~~16. Debts, Liabilities and Obligations

- ~~a) The Governing Board shall appoint a Workforce Investment Board (WIB) pursuant to federal and State of California requirements specific to the Workforce Investment Act and where applicable to its successor Act. Each county shall have appointments of private sector members of the WIB in relation to their proportion of the total population of the consortium but in no event have less than one appointment. All appointments for WIB seats other than private sector shall be made by the entire Governing Board. The Governing Board is committed to having no less than sixty percent (60%) of the WIB membership from the private sector as long as this meets the requirements of the Workforce Investment Act and its successor programs and subsequent regulations.~~
- ~~— The WIB shall be vested with such powers granted to them by the Workforce Investment Act of 1998 (WIA), 29 U.S.C. §2801, and its successor programs and subsequent regulations. Meetings of the Board shall be held in compliance with~~

~~the “Brown Act.”~~

- ~~b) The Governing Board shall, in consultation with the WIB, hire the Agency Executive Director, who shall staff both the Governing Board and the WIB. The Executive Director shall in turn hire and supervise Agency employees.~~
- ~~c) The Governing Board and the WIB shall enter into a written agreement setting forth their respective roles and responsibilities. The Governing Board/WIB agreement shall be consistent with and shall incorporate this 2005 Revised Joint Exercise of Powers Agreement by reference.~~

~~Section 12. Meetings of the Governing Body and Workforce Investment Board~~

~~The Governing Body shall meet jointly with the WIB at least twice annually, and may, by resolution, provide for additional regular meetings either jointly or separately from the WIB. The date, hour and place of such regular meetings shall be fixed by resolution of the Governing Body, if desired, shall be called in accordance with the provisions of Government Code §54956.??? All meetings of both the Governing Body and WIB shall be called, held, noticed and conducted subject to the provisions of the Ralph M. Brown Act (Government Code §54950 et seq.).~~

~~Section 13. Contractor and One-Stop Operator Selection~~

- ~~A. The Governing Body and WIB shall jointly select One-Stop operators and terminate for cause the eligibility of such operators (WIA of 1998 and 121(d)).~~
- ~~B. The Governing Body member representing a given county shall have the right to require a new selection process for the One-Stop operator, for the county. The Agency and WIB shall manage the selection process and shall include specifications provided by the Governing Board member representing a given County and the WIB. The selection process shall be completed expeditiously.~~
- ~~C. The Governing Board and WIB may delegate a contract approval function to the Agency’s Executive Director for contracts below a threshold amount, or if contracts for goods and services or other specified items. Such delegation, if adopted, shall be by a joint resolution separately adopted by the Governing Body and WIB.~~

~~Section 14~~~~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 ~~Board~~Boards of Supervisors, ~~the parties hereto may to~~ mutually terminate this Agreement; ~~or~~
- B. Upon withdrawal of such number of parties from this Agreement as ~~reduce~~to ~~reduce~~ the remaining number of parties to two or less ~~than two~~.

~~Section 15. Right of Withdrawal~~

~~Any party to this Agreement may withdraw therefrom upon the following conditions:~~

- ~~A. Written notice of such withdrawal shall not be given to all remaining parties not less than 90 days prior to the effective withdrawal date therein specified.~~
- ~~B. Such withdrawal shall not release the withdrawing party from any obligation incurred prior to withdrawal extending beyond the effective date of withdrawal, nor from liability for any act or omission of the Agency which occurred during the period when such withdrawing party was a member.~~

~~Section 1620. Termination of Powers~~

~~The Agency~~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 1721. Disposition of Assets; Surplus Money~~

Upon termination of this Agreement under Section ~~12,19~~ (Termination of Agreement), all costs,

expenses, and charges legally incurred by ~~the Agency~~Golden Sierra shall be paid and discharged; and ~~the Agency~~Golden Sierra shall sell such property as may be necessary ~~therefor~~ 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 ~~18.~~ Fiscal Year

~~For the purpose of this Agreement, the Agency shall have such fiscal year as shall be established by the State; at the date of this Agreement, such period from July 1 to and including the following June 30.~~

Section ~~19~~22. Amendments; Withdrawal

- A. Provisions for ~~additional~~Additional Parties. The ~~five Board~~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:
- B1. 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 2023. 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 2124. 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 ~~NEVADA~~PLACER, 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:~~

~~_____~~

~~EXECUTED ON~~

~~COUNTY OF SIERRA, a political subdivision~~

~~And approved as to form _____~~

By _____
~~Chairman, Board of Supervisors~~

~~ATTEST:~~

~~_____~~

**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 depository 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

By Katherine Rapson
Chairman, Board of Supervisors

COUNTY OF ALPINE, a political subdivision

And approved as to form [Signature]

ATTEST:
[Signature]

EXECUTED ON

By _____
Chairman, Board of Supervisors

COUNTY OF EL DORADO, a political
subdivision

And approved as to form _____

ATTEST:

EXECUTED ON

By _____
Chairman, Board of Supervisors

COUNTY OF PLACER, a political
subdivision

And approved as to form _____

ATTEST:

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 B. K. Veer
Chairman, Board of Supervisors
Brian K. Veer amp

ATTEST: J. M. S. Mitr Clerk of the Board
Ark of t
by: T. M. S. Mitr

EXECUTED ON

COUNTY OF LACE, a political
subdivision

And approved as to form _____

By _____
Chairman, Board of Supervisors

ATTEST:

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 Rory Jack

By [Signature]
Chairman, Board of Supervisors

ATTEST:

McLinch & Caudell

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.

**GOLDEN SIERRA
GOVERNING BODY**

MEMORANDUM

DATE: October 7, 2015
TO: Governing Body (GB)
FROM: Jason Buckingham, GSJTA Executive Director
SUBJ: Governing Body Bylaws approval

☐ Resolution ☒ Action Item ☐ Information

The “Bylaws of the Governing Body of the Golden Sierra Job Training Agency” (the “Governing Body Bylaws”) currently in effect were amended on October 3, 2001. If approved by the Governing Body, the draft amended Governing Body Bylaws will amend the current Governing Body Bylaws to reflect the changes in the membership of the Agency, to conform to the requirements of the JPA law as set forth in the California Government Code, and to conform to the federal Workforce Innovation and Opportunity Act (that supersedes the Workforce Investment Act).

**BYLAWS OF THE GOVERNING BODY
OF THE
GOLDEN SIERRA ~~JOB TRAINING~~ JOB TRAINING AGENCY**

**ARTICLE I
Name and Principal Office**

Section 1. GOVERNING BODY ESTABLISHED. Pursuant to the provisions of the ~~Golden Sierra Job Training Agency~~ Joint Exercise of Powers Agreement, for Golden Sierra Job Training Agency, as amended (the "Joint Powers Agreement"), there is hereby established the Golden Sierra Job Training Agency Governing Body, hereinafter ~~called~~ the "Governing Body".

1.

4. Section 2. PRINCIPAL OFFICE. The principal office of the Governing ~~body~~ Body shall be that of the Golden Sierra Job Training Agency Administrative Office, ~~11549 F Avenue~~ 1919 Grass Valley Highway, Suite 100, Auburn, CA 95603.

**ARTICLE II
Duties and Authority**

2. Section 1. DUTIES. The ~~Duties~~ duties of this Governing ~~body~~ Body are those prescribed by the Joint Powers Agreement, as amended, forming ~~this~~ Golden Sierra Job Training Agency- ("Agency").

3. COMPOSITION. The Governing body shall have five (5) members, as follows:

Section 2. AUTHORITY. The Governing Body is the unit of authority within the Agency. The Governing Body shall act only by ordinance, resolution or motion. The primary responsibility of the Governing Body is the formulation and evaluation of policy. Routine matters concerning the operational aspects of the Agency are to be delegated to professional staff members of the Agency. No individual Member (as defined in Article III below) shall represent the Agency's policy unless said policy has been determined by the Governing Body.

**ARTICLE III
Governing Body Members**

Section 1. COMPOSITION. The Governing Body shall have three (3) members ("Member"), as follows:

a)(a) One member of the Board of Supervisors of Alpine County.

~~b)(b)~~ One member of the Board of Supervisors of El Dorado County.

~~c) One member of the Board of Supervisors of Nevada County.~~

~~d)(c)~~ One member of the Board of Supervisors of Placer County.

~~e) One member of the Board of Supervisors of Sierra County.~~

ALTERNATES. Each ~~member~~Member shall have at least one alternate.

Section 2. APPOINTMENT. ("Alternate"). Each Alternate shall have authority to attend, participate, and vote at any meeting of the Governing Body members whenever the regular Governing Body Member, for whom he or she is designated to act as an alternate, is absent from the meeting.

4. Section 3. APPOINTMENT. Governing Body Members and their Alternates shall each be appointed by their respective County Board of Supervisors.

5. Section 4. TERMS/LENGTH OF SERVICE. Members of the Governing Body and their Alternates shall each serve at the pleasure of their respective County Board of Supervisors.

Section 5. VACANCIES. If there is a vacancy on the Governing Body by reason of death, resignation, removal, lack of qualifications to serve as a Member, or otherwise, then the County Board of Supervisors that appointed the vacating Member shall, in writing to the Secretary, appoint a replacement within sixty (60) days of the vacancy. Until such vacancy is filled, the designated Alternate shall act as the Member. The Member appointed to fill a vacancy shall be appointed for the unexpired term of his or her predecessor in office.

Section 6. RESIGNATION. Any Member may resign at any time by giving written notice of such resignation to the Secretary of the Governing Body. Such resignation shall be effective at the time specified in the notice, and acceptance of such resignation shall not be necessary to make it effective.

6. Section 7. REMOVAL FROM GOVERNING BODY. A ~~member~~Member of the Governing Body or their Alternate shall be removed at any time by the request of his/ or her respective County Board of Supervisors.

Section 8. COMPENSATION. Unless otherwise compensated by their respective County, Members of the Governing Body shall only receive:

(a) Mileage and meals consistent with the current rates, amounts and policies adopted by the Governing Body, as required, for meetings only.

(b) Travel expenses consistent with the current rates, amounts and policies adopted by the Governing Body, as required, for authorized attendance at employment and training-related conferences or meetings.

ARTICLE IV **Meetings of the Governing Body**

Section 1. PROCEDURAL RULES. The proceedings and procedures of the Governing Body shall be governed by State law, the Joint Powers Agreement, as amended, and these Bylaws.

Section 2. BROWN ACT. All meetings of the Governing Body shall be called, noticed, held, and conducted subject to the provisions of California Government Code section 54950 et seq. ("Brown Act"). All Governing Body meetings are open to the public. Teleconferencing may be utilized as authorized by Section 54953(b) of the Brown Act.

Section 3. REGULAR MEETINGS. The regularly-scheduled meetings of the Governing Body shall be established by the Governing Body by resolution. Meetings shall be held at the Golden Sierra Job Training Agency Administrative Office, 1919 Grass Valley Highway, Suite 100, Auburn, CA unless specifically scheduled elsewhere.

Regular meetings may be cancelled for lack of agenda.

Section 4. SPECIAL MEETINGS.

(a) Calling Special Meetings. Special Governing Body meetings may be called at any time by the Chairperson or a majority of Members of the Governing Body, including meetings held jointly with the Workforce Development Board.

(b) Member Notice of Special Meetings. All Members shall be notified of special Governing Body meetings and of the purpose or purposes for which it is called.

(c) Notice of Special Meetings. Notices of special meetings shall be provided in accordance with the Brown Act. If the special meeting is called less than one week in advance, notice, including the business to be transacted, will be given to the parties that have requested notice of meetings as soon as practical after the meeting is scheduled by telephone during business hours or by hand-delivery of the agenda to the address given in the document requesting notice of meetings.

(d) Agenda for Special Meetings. Only those items of business listed in the call for the special meeting shall be considered by the Governing Body at any special meeting.

Section 5. NOTICE OF REGULAR MEETINGS. Notice of all regular meetings shall be mailed by the Secretary to all Governing Body Members at least seven (7) calendar days prior to the regular meeting date, and the notice shall include an agenda for the meeting. Notice and an agenda must be posted at least 72 hours prior to a regular meeting in conformance with the provisions of the Brown Act. Any person who has requested that a copy of the agenda or agenda packet be mailed to that person shall be mailed the agenda or agenda packet when the agenda is posted or upon distribution to the Governing Body Members, whichever occurs first. The Governing Body may establish a fee for mailing the agenda or agenda packet, but in no event shall the fee exceed the cost of providing the service.

Section 6. ADJOURNED MEETINGS.

(a) Adjournment. Any meeting, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the Members present at the meeting. In the absence of a quorum no other business may be transacted at such meeting.

(b) Notice of Adjourned Meetings. When any meeting is adjourned, notice of such adjournment shall be provided as required by Section 54955 of the Brown Act.

Section 7. QUORUM. A majority of the Members of the Governing Body shall constitute a quorum for the transaction of business. Attendance of a Member by teleconference, as authorized by the Brown Act, shall constitute attendance for purposes of determining a quorum. Except as set forth in Section 8 below, no action may be taken by the Governing Body except upon the affirmative vote by a majority of the Members of the Governing Body.

Section 8. VOTING.

(a) Each Governing Body Member shall have one (1) vote.

(b) Votes shall be cast only in person or by teleconference (in the manner authorized by the Brown Act) by Members or their designated Alternate and not by proxy.

(c) A unanimous vote of the Governing Body is required for the matters set forth in the Joint Powers Agreement.

Section 9. MINUTES. The Secretary of the Governing Body shall cause minutes of all meetings of the Governing Body to be prepared, and as soon as possible after each meeting, shall cause a copy of the draft minutes to be forwarded to each Member. A record of the proceedings of all Governing Body meetings shall be maintained by the Secretary at the principal office of the Governing Body.

ARTICLE V
OFFICERS

Section 1. OFFICERS. The officers of the Agency shall be the Chairperson, the Vice Chairperson and the Secretary. The Governing Body may provide for other officers, as it deems necessary for the performance of the business of the Agency.

Section 2. CHAIRPERSON/VICE CHAIRPERSON. A Chairperson and ~~vice~~Vice Chairperson shall be elected by the Governing Body from its membership.

7.(a) The Chairperson and Vice Chairperson shall each serve a term of one calendar year, and may succeed themselves if so re-elected.

~~8. PROCEDURAL RULES.~~ The proceedings and procedures of the Governing Body shall be governed by State Law or, in the absence of applicable State Law, by Robert's Rules of Order.

~~9. MEETINGS.~~ The regularly scheduled meeting of the Governing Body shall be established by the Governing Body at their first meeting of each calendar year. Meetings shall be held at the Golden Sierra Administrative Office, 11549 F Avenue, Auburn, CA unless specifically scheduled elsewhere.

~~Regular meetings may be cancelled for lack of agenda. Special Governing Body meetings may be called at any time. All Governing Body meetings are open to the public.~~

~~(b)~~ Notice of all meetings shall be mailed by the Executive Secretary to all The Chairperson shall preside at all meetings of the Governing Body, as authorized by the Governing Body, shall sign all contracts on behalf of the Agency (except to the extent the Executive Director of the Agency is authorized to sign contracts in accordance with the Joint Powers Agreement, as amended), and shall perform such other duties as may be imposed and authorized by the Governing Body. The Chairperson shall determine the order in which agenda items shall be considered for discussion and/or action by the Governing Body.

~~(c)~~ The Vice Chairperson, in the absence of the Chairperson, shall act, sign contracts, perform all of the Chairperson's duties, and shall perform such other duties as may be prescribed by the Governing Body.

SECRETARY. The Governing Body members at least seven calendar days prior to the regular meeting date, and the notice shall include a tentative agenda for the meeting.

~~10. QUORUM VOTE.~~ A majority of the members of shall appoint a Secretary to the Governing Body shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. No action may be taken by the Governing Body except upon the affirmative vote of not less than three (3)

~~members of the Governing Body. Each Governing Body member shall have one vote. Votes shall be cast only in person by members of their authorized representative and not by proxy.~~

~~Section 3. MINUTES. A record of the proceedings of all Governing Body meetings~~who shall be maintained by the Executive Director of the Agency.

~~(a) The Secretary at the principal office shall be responsible for the preparation of Governing Body meeting minutes and meeting notices and agendas.~~

~~(b) In preparation for each Governing Body meeting, the Secretary shall prepare or cause to be prepared packets of agendas with supporting materials ("Agenda Packet") for each Member, each Alternate, and for the public. A reasonable fee may be charged for copies of the agenda packet distributed to members of the public and news media. The Secretary shall be responsible for timely and accurately preparing and posting the meeting notices and agendas.~~

~~(c) The Secretary shall perform such other duties as may be directed by the Governing Body.~~

~~41-Section 4. VACANCIES. Should a vacancy occur in any office as a result of death, resignation, removal, disqualification, or any other reason, the Governing Body may appoint a successor for said officer for the unexpired term of said office at any meeting of the Governing Body.~~

~~Section 5. REMOVAL AND RESIGNATION. Any officer may be removed, with or without cause, by a majority of the Members at any regular or special meeting of the Governing Body. Any officer may resign at any time by giving written notice to the Governing Body. Any such resignation shall be effective at the time specified in the notice, and acceptance of such resignation shall not be necessary to make it effective. The resignation or termination of the Executive Director of the Agency shall also constitute the removal or resignation of the Executive Director's position as Secretary. The provisions of this section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the Governing Body relating to the employment of any officer of the Governing Body.~~

ARTICLE VI

TREASURER AND AUDITOR-CONTROLLER

~~The Treasurer shall be the Treasurer of the County of Placer and the Auditor-Controller shall be the Auditor-Controller of the County of Placer, in accordance with the Joint Powers Agreement, as amended. Although the Treasurer and the Auditor-Controller serve in capacities similar to the officers set forth in Article V of these Bylaws, the Treasurer and the Auditor-Controller are not officers of the Agency because the Treasurer and Auditor-Controller cannot vacate, be removed from or resign the office in the same manner as the officers.~~

ARTICLE VII **EXECUTIVE DIRECTOR**

The Executive Director shall be the chief operating officer of the Agency and responsible for the day-to-day management and operation of the Agency. In addition to the duties set forth in the Joint Powers Agreement, as amended, the Executive Director shall perform such other duties as may be imposed by the Governing Body. The Executive Director shall be responsible for the hiring, firing, promoting and disciplining of the Agency employees. However, the Executive Director shall not have any such responsibility with respect to non-employees of the Agency, including, the Treasurer, the Auditor-Controller, legal counsel, consultants and other professional staff retained directly by the Governing Body.

ARTICLE VIII **MISCELLANEOUS**

~~42-~~Section 1. CONFLICT OF INTEREST. Conflict of interest situations by Governing Body ~~members~~Members shall be regulated by State ~~Law~~law and the Agency's currently adopted local conflict of interest code.

Section 2. COMPENSATIONFISCAL YEAR. Unless ~~otherwise compensatedand until changed~~ by ~~their respective County, members~~resolution of the Governing Body, the fiscal year is as set forth in the Joint Powers Agreement, as amended.

~~43-~~Section 3. ANNUAL ORGANIZATION MEETING. The Governing Body shall ~~receive~~hold an annual organization meeting at its regular meeting in December. At this meeting, the Governing Body will elect a Chairperson and Vice Chairperson from among its Members.

- ~~a) Mileage and meals at current Placer County rates, as required, for meetings only.~~
- ~~b) Travel expenses at current Placer County rates, as required, for authorized attendance at employment and training-related conferences or meetings.~~

Section 4. ANNUAL REPORT AND ANNUAL AUDIT. An annual report and annual audit shall be prepared and distributed in accordance with the Joint Powers Agreement, as amended, and Section 6505 of the California Government Code. In addition to information required by law, such report shall contain a balance sheet as of the end of the most recently completed fiscal year, an income statement, and statement of changes in the financial position for such fiscal year.

Section 5. INSPECTION OF AGENCY RECORDS. All books and records of the Agency shall be open to inspection by the Members in accordance with the Joint Powers Agreement, as amended. Inspection may be made in person or by an authorized representative of the Member. The right of inspection includes the right to copy and make extracts.

Section 6. CHECKS AND WARRANTS. All checks and warrants for the payment of money, notes or other evidences of indebtedness issued in the name of and payable to the Agency, shall be signed or endorsed by an officer or officers appointed in such manner as, from time to time, shall be determined by the Governing Body.

Section 7. EXECUTION OF CONTRACTS. The Governing Body may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of an on behalf of the Agency, and such authorization may be general or confined to specific instances except as otherwise provided by these Bylaws. Unless so authorized by the Governing Body, the Joint Powers Agreement, or these Bylaws, no officer, agent, or employee shall have any power or agency to bind the Agency by any contract or engagement, to pledge its credit, or to render it liable for any purpose or in any amount.

Section 8. LEGAL COUNSEL. The Governing Body may retain legal counsel for the Agency as set forth in the Joint Powers Agreement, as amended, and such legal counsel will report to the Governing Body. The Governing Body may determine that it is in the best interests of the Agency to issue a request for proposal for legal services from time to time.

Section 9. HIERARCHY OF DOCUMENTS. In the event of a conflict between these Bylaws and the Joint Powers Agreement, as amended, the Joint Powers Agreement, as amended, shall govern.

Section 10. ADOPTION. Bylaws of the Governing Body were originally adopted in the regular meeting held on March 17, 1983, in Auburn, California by a majority vote of the membership of the Governing Body.

ARTICLE IX **AMENDMENTS**

~~14.~~ A written proposal to amend these Bylaws may be submitted to the Governing Body by any ~~member~~Member or the Executive ~~Secretary~~Director, at any meeting. Such proposed amendment shall be approved and effective upon affirmative majority vote of the Members of the Governing Board.

~~15. ADOPTION. Bylaws of the Governing body were originally adopted in the regular meeting held on March 17, 1983, in Auburn, California by a majority vote of the membership of the Governing Body.~~

Peter W. Huebner,

[NAME], Chairperson
Golden Sierra Governing Body
Amended: October 03, 2001
Amended: _____, 2015

BYLAWS OF THE GOVERNING BODY OF THE GOLDEN SIERRA JOB TRAINING AGENCY

ARTICLE I

Name and Principal Office

Section 1. GOVERNING BODY ESTABLISHED. Pursuant to the provisions of the Joint Exercise of Powers Agreement for Golden Sierra Job Training Agency, as amended (the "Joint Powers Agreement"), there is hereby established the Golden Sierra Job Training Agency Governing Body, hereinafter called the "Governing Body."

Section 2. PRINCIPAL OFFICE. The principal office of the Governing Body shall be that of the Golden Sierra Job Training Agency Administrative Office, 1919 Grass Valley Highway, Suite 100, Auburn, CA 95603.

ARTICLE II

Duties and Authority

Section 1. DUTIES. The duties of this Governing Body are those prescribed by the Joint Powers Agreement, as amended, forming Golden Sierra Job Training Agency ("Agency").

Section 2. AUTHORITY. The Governing Body is the unit of authority within the Agency. The Governing Body shall act only by ordinance, resolution or motion. The primary responsibility of the Governing Body is the formulation and evaluation of policy. Routine matters concerning the operational aspects of the Agency are to be delegated to professional staff members of the Agency. No individual Member (as defined in Article III below) shall represent the Agency's policy unless said policy has been determined by the Governing Body.

ARTICLE III

Governing Body Members

Section 1. COMPOSITION. The Governing Body shall have three (3) members ("Member"), as follows:

- (a) One member of the Board of Supervisors of Alpine County.
- (b) One member of the Board of Supervisors of El Dorado County.
- (c) One member of the Board of Supervisors of Placer County.

Section 2. ALTERNATES. Each Member shall have at least one alternate ("Alternate"). Each Alternate shall have authority to attend, participate, and vote at any

meeting of the Governing Body whenever the regular Governing Body Member, for whom he or she is designated to act as an alternate, is absent from the meeting.

Section 3. APPOINTMENT. Governing Body Members and their Alternates shall each be appointed by their respective County Board of Supervisors.

Section 4. TERMS/LENGTH OF SERVICE. Members of the Governing Body and their Alternates shall each serve at the pleasure of their respective County Board of Supervisors.

Section 5. VACANCIES. If there is a vacancy on the Governing Body by reason of death, resignation, removal, lack of qualifications to serve as a Member, or otherwise, then the County Board of Supervisors that appointed the vacating Member shall, in writing to the Secretary, appoint a replacement within sixty (60) days of the vacancy. Until such vacancy is filled, the designated Alternate shall act as the Member. The Member appointed to fill a vacancy shall be appointed for the unexpired term of his or her predecessor in office.

Section 6. RESIGNATION. Any Member may resign at any time by giving written notice of such resignation to the Secretary of the Governing Body. Such resignation shall be effective at the time specified in the notice, and acceptance of such resignation shall not be necessary to make it effective.

Section 7. REMOVAL FROM GOVERNING BODY. A Member of the Governing Body or their Alternate shall be removed at any time by the request of his or her respective County Board of Supervisors.

Section 8. COMPENSATION. Unless otherwise compensated by their respective County, Members of the Governing Body shall only receive:

(a) Mileage and meals consistent with the current rates, amounts and policies adopted by the Governing Body, as required, for meetings only.

(b) Travel expenses consistent with the current rates, amounts and policies adopted by the Governing Body, as required, for authorized attendance at employment and training-related conferences or meetings.

ARTICLE IV **Meetings of the Governing Body**

Section 1. PROCEDURAL RULES. The proceedings and procedures of the Governing Body shall be governed by State law, the Joint Powers Agreement, as amended, and these Bylaws.

Section 2. BROWN ACT. All meetings of the Governing Body shall be called, noticed, held, and conducted subject to the provisions of California Government Code section 54950 *et seq.* ("Brown Act"). All Governing Body meetings are open to the

public. Teleconferencing may be utilized as authorized by Section 54953(b) of the Brown Act.

Section 3. REGULAR MEETINGS. The regularly-scheduled meetings of the Governing Body shall be established by the Governing Body by resolution. Meetings shall be held at the Golden Sierra Job Training Agency Administrative Office, 1919 Grass Valley Highway, Suite 100, Auburn, CA unless specifically scheduled elsewhere.

Regular meetings may be cancelled for lack of agenda.

Section 4. SPECIAL MEETINGS.

(a) Calling Special Meetings. Special Governing Body meetings may be called at any time by the Chairperson or a majority of Members of the Governing Body, including meetings held jointly with the Workforce Development Board.

(b) Member Notice of Special Meetings. All Members shall be notified of special Governing Body meetings and of the purpose or purposes for which it is called.

(c) Notice of Special Meetings. Notices of special meetings shall be provided in accordance with the Brown Act. If the special meeting is called less than one week in advance, notice, including the business to be transacted, will be given to the parties that have requested notice of meetings as soon as practical after the meeting is scheduled by telephone during business hours or by hand-delivery of the agenda to the address given in the document requesting notice of meetings.

(d) Agenda for Special Meetings. Only those items of business listed in the call for the special meeting shall be considered by the Governing Body at any special meeting.

Section 5. NOTICE OF REGULAR MEETINGS. Notice of all regular meetings shall be mailed by the Secretary to all Governing Body Members at least seven (7) calendar days prior to the regular meeting date, and the notice shall include an agenda for the meeting. Notice and an agenda must be posted at least 72 hours prior to a regular meeting in conformance with the provisions of the Brown Act. Any person who has requested that a copy of the agenda or agenda packet be mailed to that person shall be mailed the agenda or agenda packet when the agenda is posted or upon distribution to the Governing Body Members, whichever occurs first. The Governing Body may establish a fee for mailing the agenda or agenda packet, but in no event shall the fee exceed the cost of providing the service.

Section 6. ADJOURNED MEETINGS.

(a) Adjournment. Any meeting, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the Members present at

the meeting. In the absence of a quorum no other business may be transacted at such meeting.

(b) Notice of Adjourned Meetings. When any meeting is adjourned, notice of such adjournment shall be provided as required by Section 54955 of the Brown Act.

Section 7. QUORUM. A majority of the Members of the Governing Body shall constitute a quorum for the transaction of business. Attendance of a Member by teleconference, as authorized by the Brown Act, shall constitute attendance for purposes of determining a quorum. Except as set forth in Section 8 below, no action may be taken by the Governing Body except upon the affirmative vote by a majority of the Members of the Governing Body.

Section 8. VOTING.

(a) Each Governing Body Member shall have one (1) vote.

(b) Votes shall be cast only in person or by teleconference (in the manner authorized by the Brown Act) by Members or their designated Alternate and not by proxy.

(c) A unanimous vote of the Governing Body is required for the matters set forth in the Joint Powers Agreement.

Section 9. MINUTES. The Secretary of the Governing Body shall cause minutes of all meetings of the Governing Body to be prepared, and as soon as possible after each meeting, shall cause a copy of the draft minutes to be forwarded to each Member. A record of the proceedings of all Governing Body meetings shall be maintained by the Secretary at the principal office of the Governing Body.

ARTICLE V **OFFICERS**

Section 1. OFFICERS. The officers of the Agency shall be the Chairperson, the Vice Chairperson and the Secretary. The Governing Body may provide for other officers, as it deems necessary for the performance of the business of the Agency.

Section 2. CHAIRPERSON/VICE CHAIRPERSON. A Chairperson and Vice Chairperson shall be elected by the Governing Body from its membership.

(a) The Chairperson and Vice Chairperson shall each serve a term of one calendar year, and may succeed themselves if so re-elected.

(b) The Chairperson shall preside at all meetings of the Governing Body, as authorized by the Governing Body, shall sign all contracts on behalf of the Agency (except to the extent the Executive Director of the Agency is authorized to sign contracts in accordance with the Joint Powers Agreement, as amended), and shall

perform such other duties as may be imposed and authorized by the Governing Body. The Chairperson shall determine the order in which agenda items shall be considered for discussion and/or action by the Governing Body.

(c) The Vice Chairperson, in the absence of the Chairperson, shall act, sign contracts, perform all of the Chairperson's duties, and shall perform such other duties as may be prescribed by the Governing Body.

Section 3. SECRETARY. The Governing Body shall appoint a Secretary to the Governing Body who shall be the Executive Director of the Agency.

(a) The Secretary shall be responsible for the preparation of Governing Body meeting minutes and meeting notices and agendas.

(b) In preparation for each Governing Body meeting, the Secretary shall prepare or cause to be prepared packets of agendas with supporting materials ("Agenda Packet") for each Member, each Alternate, and for the public. A reasonable fee may be charged for copies of the agenda packet distributed to members of the public and news media. The Secretary shall be responsible for timely and accurately preparing and posting the meeting notices and agendas.

(c) The Secretary shall perform such other duties as may be directed by the Governing Body.

Section 4. VACANCIES. Should a vacancy occur in any office as a result of death, resignation, removal, disqualification, or any other reason, the Governing Body may appoint a successor for said officer for the unexpired term of said office at any meeting of the Governing Body.

Section 5. REMOVAL AND RESIGNATION. Any officer may be removed, with or without cause, by a majority of the Members at any regular or special meeting of the Governing Body. Any officer may resign at any time by giving written notice to the Governing Body. Any such resignation shall be effective at the time specified in the notice, and acceptance of such resignation shall not be necessary to make it effective. The resignation or termination of the Executive Director of the Agency shall also constitute the removal or resignation of the Executive Director's position as Secretary. The provisions of this section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the Governing Body relating to the employment of any officer of the Governing Body.

ARTICLE VI

TREASURER AND AUDITOR-CONTROLLER

The Treasurer shall be the Treasurer of the County of Placer and the Auditor-Controller shall be the Auditor-Controller of the County of Placer, in accordance with the Joint Powers Agreement, as amended. Although the Treasurer and the Auditor-Controller serve in capacities similar to the officers set forth in Article V of these Bylaws, the Treasurer and the Auditor-Controller are not officers of the Agency because the

Treasurer and Auditor-Controller cannot vacate, be removed from or resign the office in the same manner as the officers.

ARTICLE VII

EXECUTIVE DIRECTOR

The Executive Director shall be the chief operating officer of the Agency and responsible for the day-to-day management and operation of the Agency. In addition to the duties set forth in the Joint Powers Agreement, as amended, the Executive Director shall perform such other duties as may be imposed by the Governing Body. The Executive Director shall be responsible for the hiring, firing, promoting and disciplining of the Agency employees. However, the Executive Director shall not have any such responsibility with respect to non-employees of the Agency, including, the Treasurer, the Auditor-Controller, legal counsel, consultants and other professional staff retained directly by the Governing Body.

ARTICLE VIII

MISCELLANEOUS

Section 1. CONFLICT OF INTEREST. Conflict of interest situations by Governing Body Members shall be regulated by State law and the Agency's currently adopted local conflict of interest code.

Section 2. FISCAL YEAR. Unless and until changed by resolution of the Governing Body, the fiscal year is as set forth in the Joint Powers Agreement, as amended.

Section 3. ANNUAL ORGANIZATION MEETING. The Governing Body shall hold an annual organization meeting at its regular meeting in December. At this meeting, the Governing Body will elect a Chairperson and Vice Chairperson from among its Members.

Section 4. ANNUAL REPORT AND ANNUAL AUDIT. An annual report and annual audit shall be prepared and distributed in accordance with the Joint Powers Agreement, as amended, and Section 6505 of the California Government Code. In addition to information required by law, such report shall contain a balance sheet as of the end of the most recently completed fiscal year, an income statement, and statement of changes in the financial position for such fiscal year.

Section 5. INSPECTION OF AGENCY RECORDS. All books and records of the Agency shall be open to inspection by the Members in accordance with the Joint Powers Agreement, as amended. Inspection may be made in person or by an authorized representative of the Member. The right of inspection includes the right to copy and make extracts.

Section 6. CHECKS AND WARRANTS. All checks and warrants for the payment of money, notes or other evidences of indebtedness issued in the name of and

payable to the Agency, shall be signed or endorsed by an officer or officers appointed in such manner as, from time to time, shall be determined by the Governing Body.

Section 7. EXECUTION OF CONTRACTS. The Governing Body may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of an on behalf of the Agency, and such authorization may be general or confined to specific instances except as otherwise provided by these Bylaws. Unless so authorized by the Governing Body, the Joint Powers Agreement, or these Bylaws, no officer, agent, or employee shall have any power or agency to bind the Agency by any contract or engagement, to pledge its credit, or to render it liable for any purpose or in any amount.

Section 8. LEGAL COUNSEL. The Governing Body may retain legal counsel for the Agency as set forth in the Joint Powers Agreement, as amended, and such legal counsel will report to the Governing Body. The Governing Body may determine that it is in the best interests of the Agency to issue a request for proposal for legal services from time to time.

Section 9. HIERARCHY OF DOCUMENTS. In the event of a conflict between these Bylaws and the Joint Powers Agreement, as amended, the Joint Powers Agreement, as amended, shall govern.

Section 10. ADOPTION. Bylaws of the Governing Body were originally adopted in the regular meeting held on March 17, 1983, in Auburn, California by a majority vote of the membership of the Governing Body.

ARTICLE IX **AMENDMENTS**

A written proposal to amend these Bylaws may be submitted to the Governing Body by any Member or the Executive Director, at any meeting. Such proposed amendment shall be approved and effective upon affirmative majority vote of the Members of the Governing Board.

[NAME], Chairperson
Golden Sierra Governing Body
Amended: October 03, 2001
Amended: _____, 2015

**GOLDEN SIERRA
GOVERNING BODY**

MEMORANDUM

DATE: October 7, 2015
TO: Governing Body (GB)
FROM: Jason Buckingham, GSJTA Executive Director
SUBJ: Consortium Final 15/16 Budget

☐ Resolution ☒ Action Item ☐ Information

Attached is a Fiscal Year 2015/2016 final budget. The final budget reflects the newly awarded funding for PY 2015/2016 allocation award unaudited actual PY 2014/2015 rollover funding and non-allocation awarded funding.

This budget was reviewed and recommended for approval by the Finance Committee and WDB on September 17, 2015.

Summary of Approach in Developing the Final Budget for Fiscal Year 2015/2016

The model used to develop the Consortium's annual budget is the Priority Based Budget model. The goal is to develop a budget based on the relationship between program funding levels and expected results from that program. The objectives are to obtain cost-efficient and effective ways to meet the requirements of the *Workforce Innovation and Opportunity Act* while minimizing service interruptions to participants.

Description of Schedules

Please note: The schedule numbers in this budget do not correspond to prior year's annual budget presentations.

Schedule 1 **Consortium Sources and Uses** Schedule is based on estimates for funding carry over and new awards. Expenditures have been adjusted based on anticipated cost increases, WIOA spending requirements and newly implemented pension funding requirements.

Schedule 2 **Consortium Cost Center Detail**

Consortium Administration: Includes fiscal management, procurement and human resource functions.

Consortium Program Administration: Includes program oversight and technical assistance to member counties. Staff and consultants have expertise in ADA/EO compliance, program monitoring, WIOA implementation and database management.

Consortium Rapid Response and Layoff Aversion: Includes activities related to business outreach, workshop facilitation and labor exchange. Staff have expertise in helping affected employees return to work as quickly as possible following a layoff and developing early-warning systems to prevent layoffs altogether.

Consortium Comprehensive One-Stop: Includes the physical location and related operating expenses of the required job center that offers universal access and comprehensive employment-related programs and services.

Regional Cost-Sharing Administration: Demonstrates anticipated need to comply with EDD's Draft Directive WSDD 116 Identification of WIOA Regional Planning Units and supports regional planning efforts.

El Dorado County Career and Training Services: Includes PY 14/15 carry-in funds to be administered by El Dorado County HHS and PY 15/16 WIOA funds to be competitively procured (sub recipient TBD).

Placer County Career and Training Services: Includes PY 14/15 carry-in funds and PY 15/16 WIOA funds to be administered by GSJTA.

Alpine County Career and Training Services: Includes PY 14/15 carry-in funds to be administered by Alpine County HHS and PY 15/16 WIOA funds to be competitively procured (sub recipient TBD).

Non-Allocation Career and Training Services: Includes Disability Employment Accelerator award and the Sector Partnerships National Emergency Grant along with minor remaining award amounts from Prop 39 and Round Two Disability Employment Initiative Grants.

Schedule 3 **Consortium Contracted Services** Schedule provides detail for contracts administered by the Agency for newly awarded funds and re-budgeted contracts for Consortium Operations and Programmatic Career Services and Training.

Schedule 4 **Consortium Allocation of Sub grant Award** Schedule is based on an estimated funding award for the new WIOA Allocation Awards, Rapid Response and Layoff Aversion. The schedule also separated funding based on the new WIOA legislation.

Schedule 5 **Consortium Leverage Requirements** Schedule provides dollar amounts required to be captured as leveraged resources in order to meet the state imposed 25% Direct Training requirement for Adult and Dislocated Working funding streams.

Schedule 1
Consortium Sources and Uses
Final Budget FY 2015/216
Presented: September 2015

			<u>A</u>		<u>B</u>		<u>C</u>		<u>C-B</u>	<u>C/B</u>
<i>L i n e #</i>			Fiscal Year 2014/2015 Revised Final Approved December 2014	% of Total Funding	Unaudited Close for Fiscal Year 2014/2015	% of Total Funding	Consortium Fiscal Year 2015/2016 Final Budget	% of Total Funding	Difference between Fiscal Year 2015/2016 Final Budget and Unaudited Closing Budget	Percent of Change from Unaudited Close Fiscal Year 2014/2015 to Final Budget FY 2015/2016
	Funding Sources:									
1	Carry-In Allocation Funds from PY 14		\$ 2,110,965		\$ 2,110,965		\$ 1,888,875		\$ (222,090)	-10.52%
2	Actual PY 15/16 WIOA Allocations		3,631,369		3,631,369		3,455,775		(175,594)	-4.84%
3	Actual Rapid Response Funds PY15		291,910		291,910		237,081		(54,829)	-18.78%
4	Carry-In Allocation Rapid Response from PY 14		110,897		110,897		-		(110,897)	-100.00%
5	Actual Layoff Aversion Funds PY15		72,802		72,802		65,581		(7,221)	-9.92%
6	Actual Non-Allocation Awards		7,000		7,000		539,509		532,509	7607.27%
7	Total Funding Sources		\$ 6,224,943		\$ 6,224,943		\$ 6,186,821		\$ (38,122)	-0.61%
	Expenditures:									
	Consortium Operations:									
8	Retiree Benefits		\$ 81,480	1.31%	\$ 67,873	1.09%	\$ 457,054	7.39%	\$ 389,181	573.40%
9	Salaries and Benefits		2,103,417	33.79%	2,054,551	33.01%	1,203,506	19.45%	(851,045)	-41.42%
10	Services and Supplies		661,602	10.63%	809,696	13.01%	464,816	7.51%	(344,880)	-42.59%
11	Professional Services		102,762	1.65%	34,332	0.55%	70,000	1.13%	35,668	103.89%
12	Consortium Operations Total		\$ 2,949,261	47.38%	\$ 2,966,452	47.65%	\$ 2,195,376	35.48%	\$ (771,076)	-25.99%
	Career Services:									
13	Placer County		\$ 666,672	10.71%	\$ 796,260	12.79%	\$ 1,333,661	21.56%	\$ 537,401	67.49%
14	El Dorado County		1,606,219	25.80%	1,557,437	25.02%	1,258,159	20.34%	(299,278)	-19.22%
15	Alpine County		114,241	1.84%	119,714	1.92%	113,667	1.84%	(6,047)	-5.05%
16	Career Services Non-Allocation		-	0.00%	-	0.00%	208,215	3.37%	208,215	100.00%
17	Career Services Total		\$ 2,387,132	38.35%	\$ 2,473,411	39.73%	\$ 2,913,702	47.10%	\$ 440,291	17.80%
18	Committee Budget		\$ 25,000	0.40%	\$ 9,711	0.16%	\$ 15,000	0.24%	\$ 5,289	54.46%
19	Current Year Award Expended in Second Year		\$ 863,550	13.87%	\$ 775,369	12.46%	\$ 1,062,743	17.18%	\$ 287,374	37.06%
20	TOTAL EXPENDITURES		\$ 6,224,943		\$ 6,224,943		\$ 6,186,821		\$ (38,122)	-0.61%
21	Net Income/(Loss)		\$ -		\$ -				\$ -	

Approved by:
Finance Committee - 9-17-15
WDB - 9-17-15
Governing Board

			<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<i>L i n e #</i>			Consortium Admin	Consortium Program Admin	Consortium Rapid Response and Layoff Aversion	One Stop Operator	Consortium Comprehensive One Stop	Regional Cost Sharing Admin
	Funding Sources:							
1	Carry-In Allocation Funds from PY 14		\$ 339,405	\$ 526,520	\$ 9,622	\$ -	\$ 61,296	\$ -
2	Actual PY 15/16 WIOA Allocations		345,578	964,012	-	30,000	345,578	10,000
3	Actual Rapid Response Funds PY15		-	71,124	142,249	-	23,708	-
4	Carry-In Allocation Rapid Response from PY 14		-	-	-	-	-	-
5	Actual Layoff Aversion Funds PY15		-	19,674	39,349	-	6,558	-
6	Actual Non-Allocation Awards		-	-	-	-	-	-
7	Total Funding Sources		\$ 684,983	\$ 1,581,330	\$ 191,220	\$ 30,000	\$ 437,140	\$ 10,000
	Expenditures:							
	Consortium Operations:							
8	Retiree Benefits		\$ -	\$ 457,054	\$ -	\$ -	\$ -	\$ -
9	Salaries and Benefits		300,931	527,322	111,686	-	263,567	-
10	Services and Supplies		65,346	250,101	39,534	-	99,835	10,000
11	Professional Services		-	-	\$ 40,000	30,000	-	-
12	Consortium Operations Total		\$ 366,277	\$ 1,234,477	\$ 191,220	\$ 30,000	\$ 363,402	\$ 10,000
	Career Service:							
	Program Year 2014/2015 WIA							
13	Placer County - Agency		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	El Dorado County - HHS		-	-	-	-	-	-
15	Alpine County - HHS		-	-	-	-	-	-
	Program Year 2015/2016 WIOA							
16	Placer County - Agency		-	-	-	-	-	-
17	El Dorado County		-	-	-	-	-	-
18	Alpine County		-	-	-	-	-	-
19	Career & Training Services		-	-	-	-	-	-
20	Career Service Totals		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Committee Budget		\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -
22	Current Year Award Expended in Second Year		\$ 318,706	\$ 331,853	\$ -	\$ -	\$ 73,738	\$ -
23	TOTAL EXPENDITURES		\$ 684,983	\$ 1,581,330	\$ 191,220	\$ 30,000	\$ 437,140	\$ 10,000
24	Net Income/(Loss)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Cost Center Share of Available Funding		11.07%	25.56%	3.09%	0.48%	7.07%	0.16%

Approved by:
 Finance Committee - 9-17-15
 WDB - 9-17-15
 Governing Board

		<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>	<u>K</u>	<u>L</u>	<u>M</u>	<u>K</u>
<i>L i n e #</i>		El Dorado County Career and Training Services	Placer County Career and Training Services	Alpine County Career and Training Services	Prop 39	Disability Employment Initiative Round Two	Disability Employment Accelerator	Sector Partnerships National Emergency Grant	Total of all Funding Sources and Expenditures
	Funding Sources:								
1	Carry-In Allocation Funds from PY 14	\$ 616,915	\$ 271,450	\$ 63,667	\$ -	\$ -	\$ -	\$ -	\$ 1,888,875
2	Actual PY 15/16 WIOA Allocations	641,244	1,069,363	50,000	-	-	-	-	3,455,775
3	Actual Rapid Response Funds PY15	-	-	-	-	-	-	-	237,081
4	Carry-In Allocation Rapid Response from PY 14	-	-	-	-	-	-	-	-
5	Actual Layoff Aversion Funds PY15	-	-	-	-	-	-	-	65,581
6	Actual Non-Allocation Awards	-	-	-	16,652	6,191	166,666	350,000	539,509
7	Total Funding Sources	\$ 1,258,159	\$ 1,340,813	\$ 113,667	\$ 16,652	\$ 6,191	\$ 166,666	\$ 350,000	\$ 6,186,821
	Expenditures:								
	Consortium Operations:								
8	Retiree Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 457,054
9	Salaries and Benefits	-	-	-	-	-	-	-	1,203,506
10	Services and Supplies	-	-	-	-	-	-	-	464,816
11	Professional Services	\$ -	-	-	\$ -	\$ -	\$ -	\$ -	70,000
12	Consortium Operations Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,195,376
	Career Service:								
	Program Year 2014/2015 WIA								
13	Placer County - Agency	\$ -	\$ 245,586	\$ -	\$ 16,652	\$ 6,191	\$ -	\$ -	\$ 268,429
14	El Dorado County - HHS	616,915	-	-	-	-	-	-	616,915
15	Alpine County - HHS	-	-	63,667	-	-	-	-	63,667
	Program Year 2015/2016 WIOA								
16	Placer County - Agency	-	879,685	-	-	-	95,442	90,105	1,065,232
17	El Dorado County	641,244	-	-	-	-	-	-	641,244
18	Alpine County	-	-	50,000	-	-	-	-	50,000
19	Career & Training Services	-	-	-	-	-	71,224	136,991	208,215
20	Career Service Totals	\$ 1,258,159	\$ 1,125,271	\$ 113,667	\$ 16,652	\$ 6,191	\$ 166,666	\$ 227,096	\$ 2,913,702
21	Committee Budget	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000
22	Current Year Award Expended in Second Year	\$ -	\$ 215,542	\$ -	\$ -	\$ -	\$ -	\$ 122,904	\$ 1,062,743
23	TOTAL EXPENDITURES	\$ 1,258,159	\$ 1,340,813	\$ 113,667	\$ 16,652	\$ 6,191	\$ 166,666	\$ 350,000	\$ 6,186,821
24	Net Income/(Loss)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Cost Center Share of Available Funding	20.34%	21.67%	1.84%	0.27%	0.10%	2.69%	5.66%	100.00%

Approved by:
Finance Committee - 9-17-15
WDB - 9-17-15
Governing Board

Schedule 3
Consortium Contracted Services
Final Budget FY 2015/2016
Presented: September 2015

		A	B	C	D	E	F	G	H
			Dislocated						
		Dislocated	Worker				Rapid	Other &	
		Worker	Tran to Adult	Adult	Youth - In	Youth - Out	Response	Layoff Aversion	TOTAL
#		Consortium Operations Budgeted and Rebudgeted							
	Services and Supplies								
1	Chivalry IT Services (Agency & Placer IT Services)	\$ 2,942	\$ 2,500	\$ 6,558	\$ 3,000	\$ 5,000	\$ 2,500	\$ 1,500	\$ 24,000
2	Geographic Solutions (Agency Case Management System)	2,000	2,500	2,293	2,000	2,500	-	-	11,293
3	Vavrinek, Trine, Day & Co. vtd (Agency Annual Financial Auditing Services)	1,500	2,500	7,000	2,000	5,004	500	500	19,004
4	Bartel & Associates (Agency & Placer County Bi-annual OPEB Actuarial Services)	1,000	1,000	4,500	1,500	3,500	250	250	12,000
5	EMRL -Outreach & Media Services	9,000	5,000	10,000		9,000	2,000	5,000	40,000
6	Kronick, Moskovitz, Tiedemann & Girard (Agency & Governing Board Legal Counsel)	5,000	4,000	6,289	-	6,000	500	500	22,289
7	State of California Employment Development Department (Agency Roseville Location)	12,500	11,000	23,500	5,875	17,625	5,498	5,000	80,998
8	Duff Brothers (Agency Auburn Location)	14,000	11,000	25,000	5,000	20,000	6,611	5,763	87,374
	Professional Services - (Consortium Programatic Services)								
9	Mike Indiveri (Agency Workforce Services Consulting Services)	\$ 250	\$ 500	\$ 500	\$ 250	\$ 250	\$ -	\$ -	\$ 1,750
10	Business Engagement Services (Consortium Services)	-	-	-	-	-	35,000	5,000	40,000
11	One Stop Operator (Consortium Contracted Services) - Vendor - TBD	2,500	5,000	5,000	2,500	15,000	-	-	30,000
12	Consortium Operation Services - Contracted Total	\$ 50,692	\$ 45,000	\$ 90,640	\$ 22,125	\$ 83,879	\$ 52,859	\$ 23,513	\$ 368,708
	Consortium Career Services Budgeted and Rebudgeted								
	WIA -Career Services PY14/15 Rebudgeted								
13	El Dorado County One-Stop	\$ 83,625	\$ 65,034	\$ 114,761	\$ 45,682	\$ 118,295	\$ -	\$ -	\$ 427,397
14	El Dorado County Direct Training	38,245	38,245	61,882	16,490	34,659	-	-	189,521
15	Alpine County One-Stop	4,461	4,462	26,366	15,664	9,714	-	-	60,667
16	Alpine County Direct Training	-	-	3,000	-	-	-	-	3,000
17	Placer County - Pride Industries (Youth Out Services)	-	-	-	-	73,564	-	-	73,564
18	Placer County Direct Training	6,598	11,055	5,624		2,029			25,306
	WIOA - Career Services PY15/16 Budgeted								
	Career Services								
19	El Dorado County - Awarded via Competitive Procurement	\$ 86,801	\$ 86,801	\$ 135,495	\$ 12,656	\$ 113,905	\$ -	\$ -	\$ 435,658
20	Alpine County - Awarded via Competitive Procurement	2,346	2,346	36,384	342	3,079	-	-	44,497
21	Placer County - Agency	145,450	145,450	227,046	21,207	190,867	-	-	730,020
22	Consortium Occupational & Academic Education	-	-	-	-	-	-	31,991	31,991
	Direct Training								
23	El Dorado County - Awarded via Competitive Procurement	37,201	37,201	58,069	-	-	-	-	132,471
24	Alpine County - Awarded via Competitive Procurement	1,005	1,005	1,569	-	-	-	-	3,579
25	Placer County Agency	62,336	62,336	97,305	-	-	-	-	221,977
	Work Based Learning (Youth)								
26	El Dorado County - Awarded via Competitive Procurement	\$ -	\$ -	\$ -	\$ 7,312	\$ 65,803	\$ -	\$ -	\$ 73,115
27	Alpine County - Awarded via Competitive Procurement	-	-	-	192	1,732	-	-	1,924
28	Placer County - Awarded via Competitive Procurement	-	-	-	11,737	105,631	-	-	117,368
29	Consortium Career Services - Contracted Total	\$ 468,068	\$ 453,935	\$ 767,501	\$ 131,282	\$ 719,278	\$ -	\$ 31,991	\$ 2,572,055
30	Total Contracted Services	\$ 518,760	\$ 498,935	\$ 858,141	\$ 153,407	\$ 803,157	\$ 52,859	\$ 55,504	\$ 2,940,763

Approved by:
Finance Committee - 9-17-15
WDB - 9-17-15
Governing Board

Consortium Budget Schedule 4
Consortium Allocation of Subgrant Award
Final Budget FY 2015/216
Presented: September 2015

			A	B	C	D	E	F	G	H
Line #	Allocation Funding Categories									
				Dislocated						
			Dislocated	Worker						
			Worker	Transfer to Adult	Adult	Youth In 10%	Youth Out 90%	Rapid Response	Layoff Aversion	Total
1	Funding Awards for New Fiscal Year Consortium Operations		\$ 670,278	\$ 670,277	\$ 1,046,296	\$ 106,892	\$ 962,032	\$ 237,081	\$ 65,581	\$ 3,758,437
2	Administration	10.00%	\$ 67,028	\$ 67,028	\$ 104,630	\$ 10,689	\$ 96,203	\$ -	\$ -	\$ 345,578
3	WDB Support/Legacy Costs/Program Administration	30.00%	\$ 201,083	\$ 201,083	\$ 313,889	\$ 32,068	\$ 288,610	\$ 71,124	\$ 19,674	\$ 1,127,531
4	Consortium Sponsored Cost Centers	10.00%	\$ 67,028	\$ 67,028	\$ 104,630	\$ 10,689	\$ 96,203	\$ 23,708	\$ 6,558	\$ 375,844
5	Consortium Operating Cost Totals		\$ 335,139	\$ 335,139	\$ 523,149	\$ 53,446	\$ 481,016	\$ 94,832	\$ 26,232	\$ 1,848,953
6	Award less Consortium Operating Cost		\$ 335,139	\$ 335,138	\$ 523,147	\$ 53,446	\$ 481,016	\$ 142,249	\$ 39,349	\$ 1,909,484
7	Required Direct Training Adult & DW	15.00%	\$ 100,542	\$ 100,542	\$ 156,944	\$ -	\$ -	\$ -	\$ -	\$ 358,028
8	Work Based Learning (Youth)	20.00%	\$ -	\$ -	\$ -	\$ 19,241	\$ 173,166	\$ -	\$ -	\$ 192,407
9	Allocation for Career Services		\$ 234,597	\$ 234,596	\$ 366,203	\$ 34,205	\$ 307,850	\$ -	\$ -	\$ 1,177,451
Youth - Adult - Dislocated Worker Allocation										
	Career Services									
10	Placer	62.00%	\$ 145,450	\$ 145,450	\$ 227,046	\$ 21,207	\$ 190,867	\$ -	\$ -	\$ 730,020
11	El Dorado	37.00%	\$ 86,801	\$ 86,801	\$ 135,495	\$ 12,656	\$ 113,905	\$ -	\$ -	\$ 435,658
12	Alpine	1.00%	\$ 2,346	\$ 2,346	\$ 3,662	\$ 342	\$ 3,079	\$ -	\$ -	\$ 11,775
	Direct Training									
13	Placer	62.00%	\$ 62,336	\$ 62,336	\$ 97,305	\$ -	\$ -	\$ -	\$ -	\$ 221,977
14	El Dorado	37.00%	\$ 37,201	\$ 37,201	\$ 58,069	\$ -	\$ -	\$ -	\$ -	\$ 132,471
15	Alpine	1.00%	\$ 1,005	\$ 1,005	\$ 1,569	\$ -	\$ -	\$ -	\$ -	\$ 3,579
	Work Based Learning (Youth)									
16	Placer	61.00%	\$ -	\$ -	\$ -	\$ 11,737	\$ 105,631	\$ -	\$ -	\$ 117,368
17	El Dorado	38.00%	\$ -	\$ -	\$ -	\$ 7,312	\$ 65,803	\$ -	\$ -	\$ 73,115
18	Alpine	1.00%	\$ -	\$ -	\$ -	\$ 192	\$ 1,732	\$ -	\$ -	\$ 1,924
								\$ -		
Rapid Response Allocation										
19	Placer	34.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,365	\$ 13,379	\$ 61,744
20	El Dorado	33.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 46,942	\$ 12,985	\$ 59,927
21	Alpine	33.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 46,942	\$ 12,985	\$ 59,927
Allocations by County Totals										
22	Placer		\$ 207,786	\$ 207,786	\$ 324,351	\$ 32,944	\$ 296,498	\$ 48,365	\$ 13,379	\$ 1,131,109
23	El Dorado		\$ 124,002	\$ 124,002	\$ 193,564	\$ 19,968	\$ 179,708	\$ 46,942	\$ 12,985	\$ 701,171
24	Alpine		\$ 3,351	\$ 3,351	\$ 5,231	\$ 534	\$ 4,811	\$ 46,942	\$ 12,985	\$ 77,205
25									Check Figure	\$ 3,758,437

Approved by:
Finance Committee - 9-17-15
WDB - 9-17-15
Governing Board

Funding Categories						
			<u>Dislocated Worker</u>			
		<u>Dislocated Worker</u>	<u>Transfer to Adult</u>	<u>Adult</u>	<u>Total</u>	
Funding Awards PY 2015/2016		\$ 670,278	\$ 670,277	\$ 1,046,296	\$ 2,386,851	
Direct Training Requirement*	25.00%	\$ 172,273	\$ 172,273	\$ 278,745	\$ 623,291	
Requirement met via:						
Program Year 2015/2016 WIOA Cash	15.00%	\$ 100,542	\$ 100,542	\$ 156,944	\$ 358,028	
Program Year 2015/2016 Planned Leverage	10.00%	\$ 71,731	\$ 71,731	\$ 121,801	\$ 265,263	
Adult & Dislocated Worker Distribution						
			<u>Dislocated Worker</u>			
		<u>Dislocated Worker</u>	<u>Transfer to Adult</u>	<u>Adult</u>	<u>Total</u>	
15% WIOA Cash Award						
Placer	62.00%	\$ 62,336	\$ 62,336	\$ 97,305	\$ 221,977	
El Dorado	37.00%	37,201	37,201	58,069	132,471	
Alpine	1.00%	1,005	1,005	1,569	3,579	
10% Leveraged Funds						
Placer	62.00%	\$ 44,475	\$ 44,473	\$ 75,517	\$ 164,465	
El Dorado	37.00%	26,540	\$ 26,540	45,066	98,146	
Alpine	1.00%	717	\$ 717	1,218	2,652	
Total Required Direct Training (Check Figure)		\$ 172,274	\$ 172,272	\$ 278,744	\$ 623,291	
* Employment Development Department Workforce Services Directive 11-9						

Approved by:
Finance Committee - 9-17-15
WDB - 9-17-15
Governing Board

GOLDEN SIERRA GOVERNING BODY

MEMORANDUM

DATE: October 7, 2015

TO: Governing Body (GB)

FROM: Jason Buckingham, GSJTA Executive Director

SUBJ: K5 Expenditures

This information is provided, as requested, for the ongoing oversight of the expenditure and enrollment concerns identified with the El Dorado Consortium along with the corrective actions agreed to at the special joint Executive and Finance Committee meeting on October 23, 2014.

The identified concern is in regards to the remaining timeframe available to expend the K5 award. The concern is that historically, the consortium has faced challenges meeting the required expenditures within a two year period. The challenges will be compounded with the transition to WIOA.

Part of the agreed upon corrective action is reporting these numbers to the respective Boards enforcing a recapture agreement if necessary. The recapture agreement states that should the El Dorado consortium be unable to meet an 80% expenditure rate by December 31, 2015, the remaining training money in addition to a portion of the program support funds will be returned to Golden Sierra. Golden Sierra is committed to assisting the El Dorado consortium with its success in meeting its 80% expenditure goal and is working closely with the consortium by providing additional on-site technical assistance.

The below chart reflects the expenditures for all providers within the Golden Sierra regional consortium. This information is also being presented to the Executive/Finance Committee on an ongoing basis.

Award Period: July 1, 2015 – June 30, 2016
Subgrant Award - K594759

<u>Provider</u>	<u>Budget</u>	<u>Expended*</u>		<u>Remaining</u>	
		<u>\$</u>	<u>%</u>	<u>\$</u>	<u>%</u>
Placer County ****	\$1,590,551	\$1,275,391	80.19%	\$315,160	19.81%
El Dorado County **	\$880,655	\$ 353,649	40.16%	\$ 527,006	59.84%
Alpine County	\$71,520	\$ 23,040	32.21%	\$ 48,480	67.79%
PRIDE ***	\$160,000	\$132,551	82.84%	\$ 27,449	17.16%
Total	\$2,702,726	\$1,784,631	66.03%	\$918,095	33.97%

* Expended as of 8/31/2015.

** Budget reduced by \$62,391 for unexpended Rapid Response beginning 7/1/2015.

*** Budget increased by \$70,000 for Out of School Youth Services.

**** Budget increased by \$60,000 for Adult, Dislocated Worker and Youth training.

GOLDEN SIERRA GOVERNMENT BODY

MEMORANDUM

DATE: October 7, 2015
TO: Governing Body (GB)
FROM: Jason Buckingham, GSJTA Executive Director
SUBJ: RFP responses

☐ Resolution

☒ Action Item

☐ Information

Staff are presenting to the Governing Body the Workforce Board's September 17th recommendations to approve procured WIOA Title I Career and Youth service providers for Alpine and El Dorado Counties for final approval. The recommendations are as follows:

- El Dorado County – award the contract with the condition that they meet the 80% expenditure goal on the existing contract by December 31, 2015.
- Alpine County – award the contract.

Please find outline below regarding the WIOA Title I Career & Youth Services RFP:

RFP released: July 8, 2015
Bidder's Conference: July 23, 2015
RFP closed: August 14, 2015

Published estimated funding available:
Alpine: \$16,690
El Dorado: \$617,536

4 organizations attended Bidders Conference
3 bidders submitted Letter of Intent; 1 rescinded
2 bidders submitted responsive Pre-Qualification packets
2 bidders submitted responsive bids
4 outside raters reviewed the bids; summary of ratings below

Responses & rating

Alpine County

Bidder – Alpine County Health & Human Services – requested \$16,690

	Possible Points	Raters			
		1	2	3	4
Career Services	70	64	63	70	56
Youth Services	70	64	69	69	53

El Dorado County

Bidder – El Dorado County Health & Human Service Agency – requested \$617,536

	Possible Points	Raters			
		1	2	3	4
Career Services	70	46	70	70	50
Youth Services	70	46	70	69	49

Placer County – no responses

**GOLDEN SIERRA
GOVERNING BODY**

MEMORANDUM

DATE: October 7, 2015
TO: Governing Body (GB)
FROM: Jason Buckingham, GSJTA Executive Director
SUBJ: NAWB Forum 2016

☐ Resolution ☒ Action Item ☐ Information

The 2016 NAWB Forum is scheduled to take place Saturday, March 12, 2016 through Tuesday, March 15, 2016 in Washington, D.C. The estimated cost per person is between \$2,480.00 and \$3,294.00. Below is the cost (estimate) breakdown:

	Min.	Max
Registration	775.00	875.00
Pre-conference	175.00	175.00
Hotel - \$324 (per night)	972.00	1,296.00
Airfare	408.00	748.00
Meals	150.00	200.00
Totals	\$2,480.00	\$3,294.00

We are seeking approval to send up to 4 attendees.

Executive Committee (2)
GSJTA Management (1)
Governing Body member (1)

Funds for this activity are already accounted for within the Agency budget under Board development.

As you are aware, out-of-state travel must be approved by the Governing Body.

The Forum 2016

Technology. Community. Transformation.
Presented by the National Association of Workforce Boards

March 12 - 15, 2016
Washington, DC

About The Forum

The Forum is the premier event where workforce development professionals and leaders in business, government, labor, and education gather to gain insights into the current state of our nation's workforce system and consider the goals and policy framework affecting the future of human capital development.

Who should attend?

Hosted by the National Association of Workforce Boards in our nation's capital, the Forum is a national conversation around our shared responsibility to address the needs of businesses, career seekers, and local economies and drive America's ability to compete in a global economy. The Forum is for:

- Workforce Development Professionals, Leaders, and Board Members
- Business Leaders
- Industry and Trade Association Representatives
- Labor Representatives
- Economic Developers
- Education System Leaders
- Local Government Officials
- National Organizational Partners
- Community Organizers and Partners

What is the focus of Forum 2016?

The Forum 2016 engages and prepares workforce, education and economic development stakeholders to embrace **technology, community,** and **transformation** as they address the needs of businesses, career seekers, and local economies to build the competitive capacity of their regions.

Technology: As our world grows ever more interconnected, industry, education, workforce development, and economic development must understand how new technologies create efficiencies in learning, training, skills development, and human potential. The very nature of work is experiencing a revolution in automation, driving businesses to look far beyond immediate skills needs to understand the entire framework on which their future rests.

Community: Workforce development organizations have demonstrated admirable innovation in the face of shrinking budgets, a massive recession, industry downturns, a generation of returning veterans, and unprecedented challenges for youth and the long-term unemployed. We now have a shared responsibility with our partners in education, economic development and community-based agencies to create a concerted approach to the needs of our regions, our businesses, and our citizens that is beyond the programmatic solutions of the past.

Transformation: The passage of the Workforce Innovation and Opportunity Act is complete. Before us is an opportunity to create the workforce system that our nation requires within the framework of an Act that encourages partnership, involvement, and a collaborative, regional approach to workforce development, while **redefining the workforce system** as the cornerstone of economic prosperity and global competitiveness.

Welcome to Forum 2016 and the next era for our industry.

Schedule

As of September 24, 2015 - Subject to change.

Saturday, March 12th

7:00 am - 5:00 pm	Forum Registration
9:00 am - 2:30 pm	Pre-Conference Sessions
4:00 pm - 4:30 pm	Annual Meeting of Members
4:30 pm - 5:30 pm	First Time Forum-Goers
7:00 pm - 8:00 pm	Exhibit Hall Reception

Sunday, March 13th

7:00 am - 5:00 pm	Forum Registration
7:00 am - 7:30 am	Morning Pilates
7:30 am - 6:30 pm	Exhibit Hall Hours
8:00 am - 9:00 am	Breakfast with Exhibitors
9:00 am - 10:30 am	Opening General Session
10:30 am - 11:00 am	Refreshments with Exhibitors
11:00 am - 12:15 pm	Workshops: Learn from Technologists
11:00 am - 11:30 am	Innovation Tool Shops
11:45 am - 12:15 pm	Innovation Tool Shops
12:30 pm - 2:00 pm	Forum General Session
2:00 pm - 2:30 pm	Book Signing
2:00 pm - 2:30 pm	Desserts & Networking with Exhibitors
2:30 pm - 4:00 pm	Forum Collaboratives
4:15 pm - 5:30 pm	Workshops: Learn from Peers
4:15 pm - 4:45 pm	Innovation Tool Shops
5:00 pm - 5:30 pm	Innovation Tool Shops
5:30 pm - 7:00 pm	Exhibitor Reception & Networking

Monday, March 14th

7:00 am - 5:00 pm	Forum Registration
7:00 am - 7:30 am	Morning Pilates
7:30 am - 4:00 pm	Exhibit Hall Hours
7:30 am - 8:30 am	Breakfast with Exhibitors
8:30 am - 10:00 am	General Session and Keynote
10:00 am - 10:30 am	Refreshments with Exhibitors
10:30 am - 12:00 pm	Forum Collaboratives
12:00 pm - 12:30 pm	Networking Break
12:30 pm - 2:30 pm	General Session and Luncheon
2:45 pm - 4:00 pm	Workshops: Learn from Leaders & Experts
2:45 pm - 3:15 pm	Innovation Tool Shops
3:30 pm - 4:00 pm	Innovation Tool Shops
4:00 pm	Exhibitors Tear Down
4:00 pm - 5:15 pm	Workshops: Learn from Leaders & Experts
4:00 pm - 5:15 pm	Quickshops
5:30 pm - 7:00 pm	Awards Presentation and The Capitol Steps

Tuesday, March 15th

7:00 am - 10:00 am	Forum Registration
7:00 am - 7:30 am	Morning Pilates
8:00 am - 8:30 am	Continental Breakfast
8:30 am - 10:00 am	Closing General Session
10:30 am - 12:00 pm	What's Next Sessions
12:00 pm	Hit the Hill - Off Site



WIOA Action Matrix

Action	Comments	Responsibility			Status
	<i>Action Item = Green</i> <i>Complete = Blue</i>	WIB	GB/CLEO	CWIB/ Governor	
<u>Establish Local Area</u>					
Revise JPA to reference WIOA			X		<ul style="list-style-type: none"> • Ongoing – Working with KMTG should be sent to county counsel in late Feb/March • Out to county counsel for review April 1, 2015 (45 day review period) • On GB Agenda for review April 9, 2015 • Out to BOS' for Approval • 7/21 Alpine County – BOS approved • 7/21 El Dorado County – BOS approved • Placer – On agenda Sept. 15, 2015
Request Designation as Local Area	The Governor is required to designate (initially) local areas who have performed successfully and who have had fiscal integrity for the previous two years. Golden Sierra meets these criteria. No process has been defined but I recommend the WIB, in conjunction with the Governing Body, submit a letter requesting designation.	X	X	X	<ul style="list-style-type: none"> • Approved by WIB 11/20/14 • Approved by GB 12/15/14 • Mailed 12/21/14 • Draft Directive WSDD-111 released 1/16/15; Directive WSD14-10 released 2/20/15 (updated 3/9/15) • Request approval from WIB 3/19/15 • Sent unsigned copy to EDD 3/26/15 • GB approved 4/9/15 • Application sent to state 4/27/15 • Received recommendation for approval letter 5/19/2015 • Approved 6/23/15

Action	Comments	Responsibility			Status
	Action Item = Green Complete = Blue	WIB	GB/CLEO	CWIB/ Governor	
Establish Local Area (continued)					
Request approval to remain one-stop operator	According to WIOA each local area is required to have one One-Stop (at a minimum) and that One-Stop must be collocated with EDD staff. Currently, the Golden Sierra region has five centers only one of which is collocated with EDD (Roseville). The designation would eliminate our requirement to competitively procure the operator for the region. This is the most cost effective and efficient scenario.	X	X	X	<ul style="list-style-type: none"> Approved by WIB 11/20/14 Approved by GB 12/15/14 Mailed 12/21/14 According to NRPM must be competitively procured prior to receiving "waiver". Procurement must be completed by June 30, 2017 CWA launched campaign to alter regulations, GB and WDB Exec sent letter to Secretaries of Labor and Education. (8/20/15)
Workforce Board					
Governance					
Review WIB Functions for gaps/opportunities	WIB (ADA accessibility policies)	X			<ul style="list-style-type: none"> WDB functions to include partnering with Core agencies, systems alignment and setting local performance indicators Updates to WDB ongoing Board functions reviewed 7/15/15
Review Bylaws	Review bylaws for consistency with responsibilities and functions of WDB	X	X		<ul style="list-style-type: none"> Working with KMTG GB Bylaws for review and approval at GB meeting 4/9/15 WDB Bylaws under review
Re-write WIB/Governing Body Agreement	Review current agreement for consistency with WIOA	X	X		<ul style="list-style-type: none"> Working with KMTG Draft completed – GB Review 4/9/15 Approved by WDB Exec 4/16/15 Approved by GB 6/3/15
Set Qualifications for Director	The WDB will need to set qualifications for the Director. Will probably need to wait for regulations to do so.	X	X		<ul style="list-style-type: none"> Designated to GB since the Agency sets qualifications for and employs Director
Review WIB Directives	Current WIB Directives will need to be reviewed and revised or eliminated for accuracy within the new system.	X			<ul style="list-style-type: none"> Initial Review and Discussion at Exec 4/16/15 WIA Directives expire June 30, 2015 New based on broad policy issues, alignment etc. WDB focus on systems building

Action	Comments	Responsibility			Status
	<i>Action Item = Green</i> <i>Complete = Blue</i>	WIB	GB/CLEO	CWIB/ Governor	
Workforce Board (continued)					
Membership					
Review WIB membership for compliance and strategic direction	Is membership in line with key sectors and new requirements?		X		<ul style="list-style-type: none"> As required by WIOA and as referenced in WSD14-10, the Governing Body will be required to provide direction to staff to develop and approve a recruitment process that identifies and appoints appropriate members as defined by WIOA and state policy. Must be in compliance by July 2016. Membership reviewed, missing one required member (Adult Education) for compliance. Further review and possible restructuring may need to take place to meet requirements of local initiatives.
Structure					
Review Committee Structure	The WIB should review its committee structure to ensure that it can meet its new role. No youth council is required, new partners included in performance (performance committee), New business engagement metrics, new emphasis on pathways and pathway development, Education and economic development continuous improvement, accessibility... Joint mtgs with SETA? (See initiatives)	X	X		<ul style="list-style-type: none"> Some of this may need to be completed regionally as a part of the regional planning requirements Initial recommendations will be proposed for June Executive Committee Delayed slightly awaiting direction from state Initial Thoughts: Combine WDB Exec and Finance, adopt Core Partner meetings as WDB Sub Committee (Planning and Partnership) Either divide business membership between key sectors or use ad hoc sector committees/panels to gain info

Action	Comments	Responsibility			Status
	<i>Action Item = Green</i> <i>Complete = Blue</i>	WIB	GB/CLEO	CWIB/ Governor	
Workforce Board (continued)					
Planning/Service Delivery					
Convene Core Partners to discuss the design of the future system and MOUs	Executive Committee should convene leaders from DOR, EDD, Adult ED to discuss partnering in the new system, MOU's and Cost Sharing Agreements.	X			<ul style="list-style-type: none"> Email intro CWA WIOA Overview – 9/23/14 Letter intro WIOA 10/20/14 First meetings with EDD/Adult Ed April 2015 First meetings held with Adult Ed, EDD, HHS and DOR (April 2015) Round 2 July 27 Round 3 occurred August 18 Round 4 September 30 – Discussing Mission, Vision, Values draft
Meet with SETA to Consider Joint Committees and policies with SETA and CAIZ group	WIOA will nearly require a regional planning effort. We may want to have our subcommittees start meeting jointly with SETA	X			<ul style="list-style-type: none"> Attending SETA Planning Committee late January. Meeting cancelled; next meeting in February, Though we are jointly coordinating many activities. This meeting has not occurred as of July 2015 Currently working on Slingshot and Sector Based NEG Grants
Review One-Stop locations and service delivery model	Review service delivery. Should all current locations remain one-stops or should we target special projects in certain areas. Should we open population-specific job centers? Other LWIAs have centers that focus on youth only or business only or sectors. Should we reduce the number of physical centers and set-up remote access instead (the community colleges would be a likely host). (Recommendations to GB)	X	X		<ul style="list-style-type: none"> Met with Alpine County on 1/29/15 to discuss program services needs and model. Consider new model with one comprehensive site, multiple Affiliate sites and designated access points. Only Affiliate and Comprehensive sites have access to Training money. All sites offer some version of Career Services GS manages the payments of contracts etc. Need to develop a way to recognize access points (DOL, Calworks, DRCs Etc) as part of the system. Possible that Access points may be able to refer eligible clients directly. Locations will be a product of RFP process and WIOA Comprehensive one-stop requirements

Action	Comments	Responsibility			Status
	Action Item = Green Complete = Blue	WIB	GB/CLEO	CWIB/ Governor	
Workforce Board (continued)					
Planning/Service Delivery (continued)					
Publish RFQ for vender services	Establishing a vendor list for services will greatly enhance our ability to provider services without a full RFP process for each service	X			<ul style="list-style-type: none"> Working with staff to define services – anticipate release 2/10/15 Released 2/10/15
Publish RFQ for Training Services and/or One-Stops	Prepare for competitive bid requirement by obtaining lists of qualified/interested sub-recipients	X			<ul style="list-style-type: none"> In development/ may need to separate “one-Stop Operator” functions from one-stop service delivery (core function = coordination) Deadline for completion July 2017. Do not award “K6” money beginning of program year 2015. Must develop and complete RFP for Services to be awarded Dec/Jan (2016) for 18 months This (K6) implementation plan was reviewed and approved at Finance committee May 20, 2105; approved at WDB May 21, 2015. RFP Released 7/8/2015 Rated 8/28/15 To WDB for approval 9/17/15
Technology	How does the WDB want to address the new emphasis on Technology	X			
Branding	Consider adopting unified Identifier	X	X		<ul style="list-style-type: none"> WIOA NRPMs identify One-stop brand as “American Job Centers” do we want to keep local brand? Will state board enforce “America’s Job Centers of California”
Accessibility	How will we address accessibility				<ul style="list-style-type: none"> Could be a function of the one-stop operator if contracted out.
LMID	How will we ensure we have proper data for planning – Contract that out				<ul style="list-style-type: none"> Save costs by eliminating EMSI and Work closely with LMID consultant

Action	Comments	Responsibility			Status
	<i>Action Item = Green</i> <i>Complete = Blue</i>	WIB	GB/CLEO	CWIB/ Governor	
Workforce Board (continued)					
Performance					
Metrix	Review and identify performance metrics for WIA services or initiatives (i.e. expenditures related to OJT vs classroom training?) Training in critical clusters? Pathway development, apprenticeship enrollment – Business engagement etc.	X			<ul style="list-style-type: none"> Initial local performance metrics to be proposed to Exec June 2015 Delayed slightly awaiting direction from state subcommittee meetings
Initiatives	Brand Initiatives i.e. NEXT, Vital Assets, Youth@Work etc. - maybe reduce committees but have ad hocs that manage the initiatives?	X			<ul style="list-style-type: none"> Currently Branded “NEXT” for business services/RR Working on “Service First” for Veterans Working on Brand for Persons with Disabilities (PWD) Also need youth brand Implementing centrally administered RR Services. The RR implementation plan was reviewed and approved at Finance committee May 20, 2105; approved at WDB May 21, 2015. “Advance” Branding developed for serving PWD’s

WIOA Transition Update:

For the past several months the Executive Committee and the workforce board have been working through the Administrative requirements that allow the Board to operate. These include many of the items highlighted in the WIOA Action Matrix that has been included in the Board Packets since December of 2014. At the Executive Committee meeting on August 20 the committee reviewed the accomplishments and the direction of the Board. Similar to building a house, many of these items are foundational and are necessary but the progress of the foundation is difficult to see. However, if not done properly the remainder of the build is unstable. As a recap, to date, the Board has accomplished the following administrative/foundational items:

- Gained approval as a Local Area (Started 11/14 – Approved 6/23/15)
- Requested approval for Golden Sierra to remain One-Stop Operator (started in November and will not have final decision until NPRMs published in January)
- Re-Wrote the WBD/Governing Body Agreement (1st draft completed 4/15 Approved 6/3/15)
- Re-set WDB Directives (June 2015)
- Published RFQ for Vendor Services (2/15)
- Completed competitive procurement for Career and Youth Services (Started May 20, 2015 – Final Approval from GB Oct 2015)
- Provided overviews of the required membership, WDB functions and the expectations of the membership.

This leads us to some of the work that is being completed presently. These include:

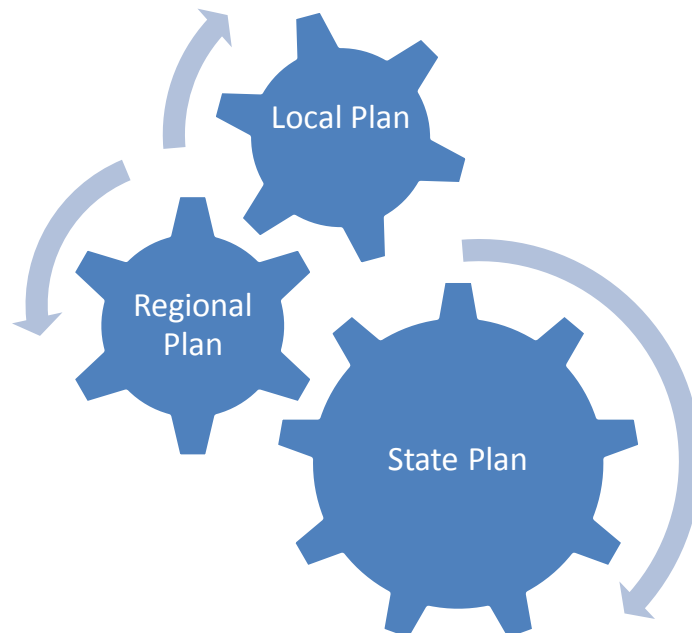
- Rewriting the Workforce Board Bylaws
 - Identifying Board composition for both compliance and action (Attachment A)
 - Reviewing subcommittee structure(s)
 - One question to answer is should the private sector membership of the Board be represented by the sectors we target or would it be better to utilize ad hoc committees for this purpose?

(Both Board composition and Subcommittees are defined in the bylaws)

- Identifying key sectors from which the Board and core partners will focus efforts
 - Currently Identified Board Sectors (Attachment B)
 - Next Economy undergoing update via JP Chase Morgan grant to Valley Vision
 - Adding sectors (Construction and Hospitality Travel and Tourism) to Next economy via NEG Sector Partnership grant with SETA
 - Mapping sector based leadership councils, and sector navigators via NEG Sector Partnership so that we can leverage the expertise and not duplicate efforts

- Regionalizing Business Engagement Efforts
 - The business engagement team is meeting with stakeholders in El Dorado County to expand the “NEXT” branded suite of business services. Furthermore, devising appropriate engagement strategy with their input, identifying referral systems and business seminars and attending chamber events.
- Gaining knowledge of the Membership’s understanding of roles and responsibilities (survey sent out August 2015 - Results of Survey in Attachment C)
- Convening the Core Partners to discuss systems alignment, strengths in service delivery, MOU’s and combined outcomes (Core partners meeting since April 2015)
 - MOU define the partnerships within the system. The state is developing a template for that document. No drafts have been released yet. We have supplied partners with a local draft.
- Setting expectations by clearly defining the Board’s Mission, Vision, Values with input from the core partners. Drafting the MVV was assigned to the Core partnership group by the Executive Committee. This draft should be completed September 30.

These items lead us to planning. The local board will be required to develop a local plan. This plan is intended to be informed by the State plan (draft proposed March 2016) and act as funnel for the Regional Plan that the state considers the pipeline to the State Plan

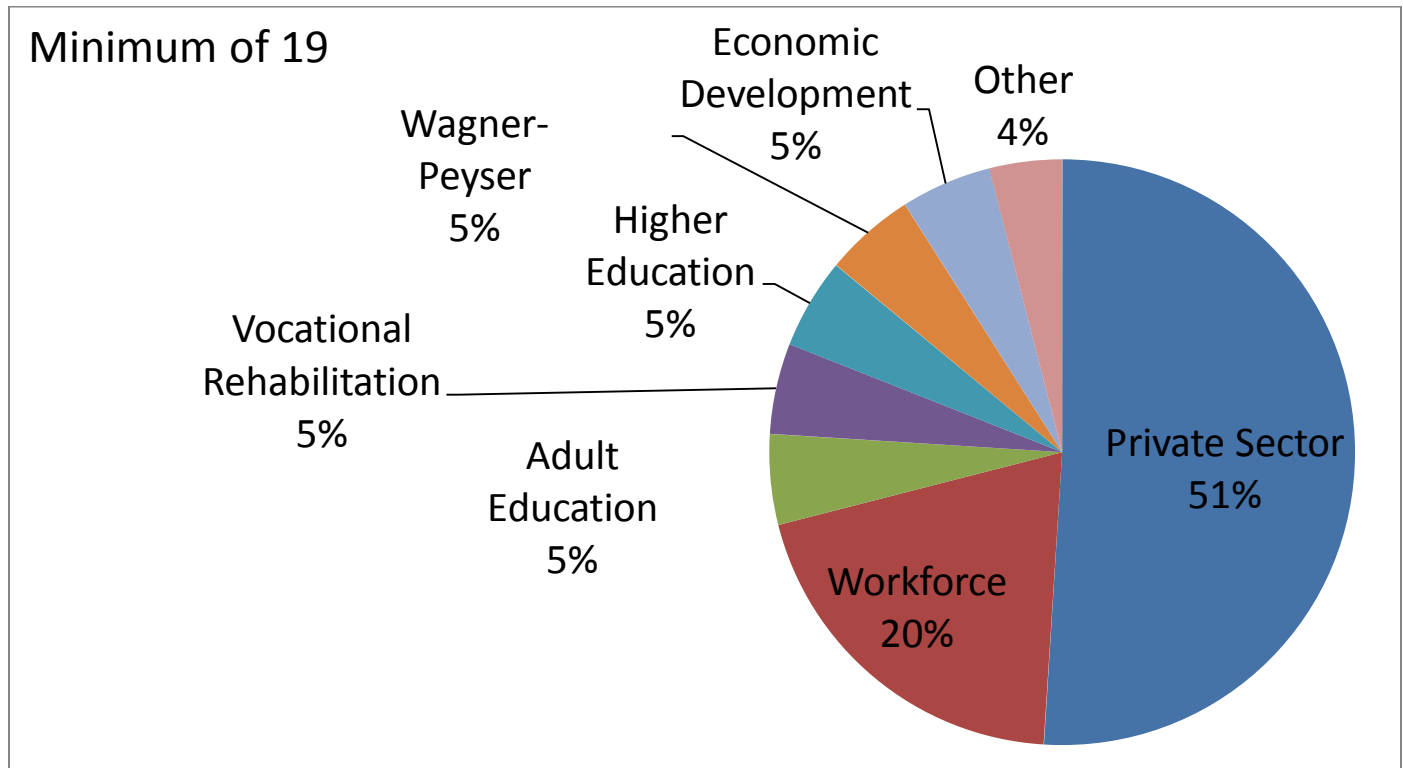


Regionally, The Boards in the Capital Region Planning Area (SETA, Golden Sierra, Yolo and NCCC) are awaiting direction from the state on what the state expects out of the regional plan. However, this hasn't stopped the Boards from working together. Some of the recent examples include:

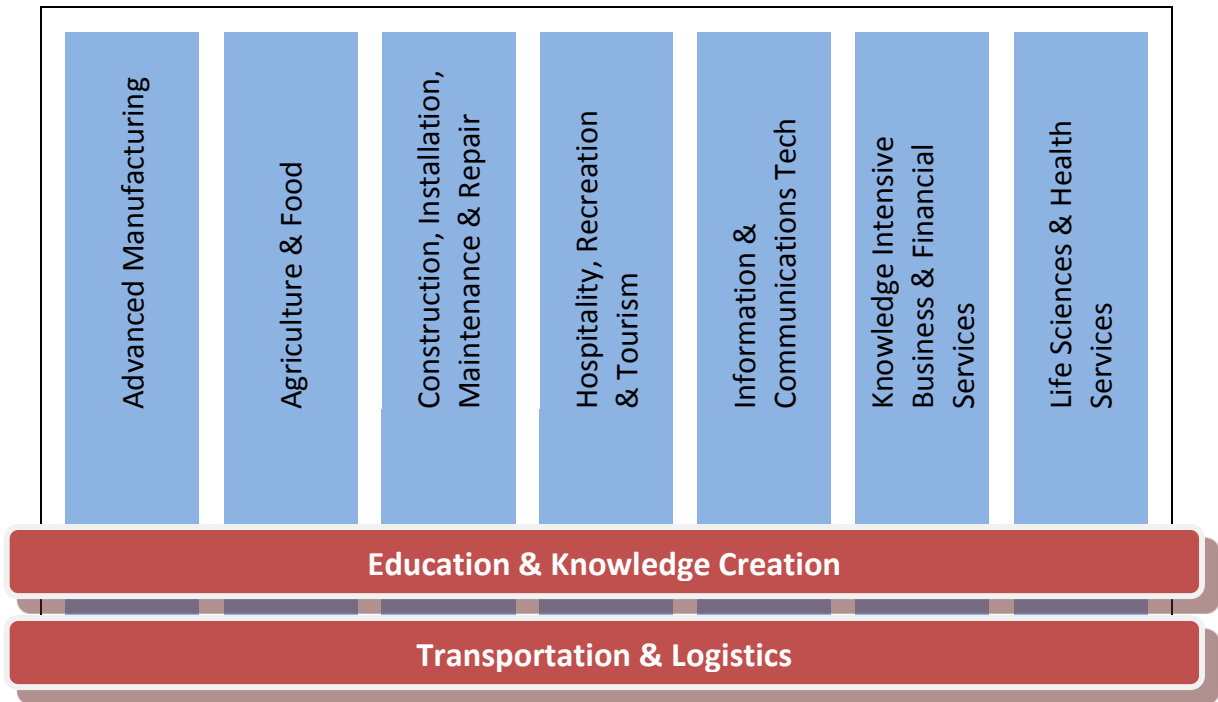
- Slingshot
- Prop 39
- NEG Veteran Healthcare
- NEG Sector Partnership

Discussions are taking place about how we can obtain data that informs the local and regional plans. Additionally, the Boards are reviewing local policies and looking for systems alignment where possible.

Federal Minimum Board Composition:



Currently Adopted Targeted Industries:

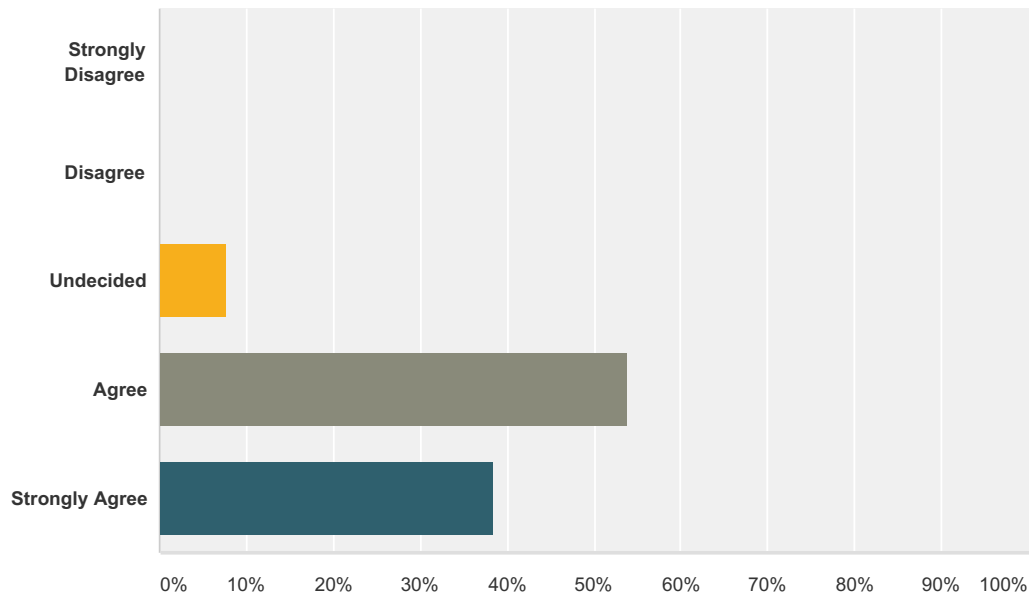


Attachment C:

WIB Member Survey Results

**Q1 I know the Workforce Board's mission
(What we are trying to accomplish).**

Answered: 13 Skipped: 0



Answer Choices	Responses	
Strongly Disagree	0.00%	0
Disagree	0.00%	0
Undecided	7.69%	1
Agree	53.85%	7
Strongly Agree	38.46%	5
Total		13

Golden Sierra WDB Member Assessment Survey

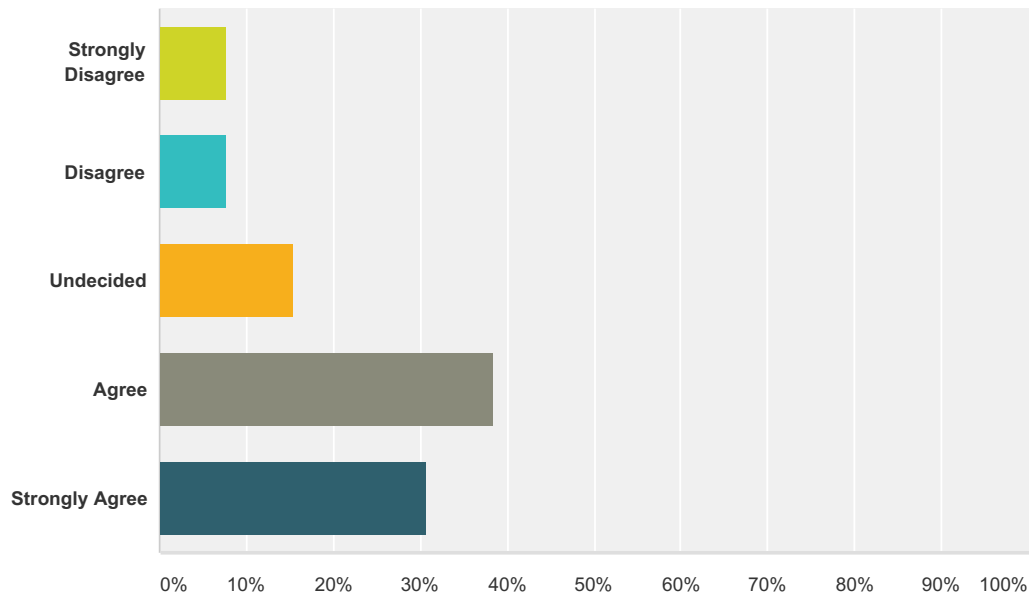
Q2 My understanding of the Board's mission is...

Answered: 13 Skipped: 0

#	Responses	Date
1	To provide employers and jobseekers with quality services that provide opportunities to achieve economic growth and prosperity.	8/18/2015 10:43 AM
2	Local workforce entities to help foster employment and opportunities. To assist in resources with community stake holders. It was established from the Workforce Investment Act.	8/11/2015 11:59 AM
3	To offer quality workforce investment services that provide both employers and individuals the opportunity to achieve a sustain economic prosperity.	8/10/2015 4:52 PM
4	find solutions to problems within the local economic areas to promote employment and business success	8/4/2015 3:29 PM
5	Align the workforce with the needs of employers so that job seekers are prepared for the jobs available.	8/3/2015 11:48 AM
6	To ensure that the State's workforce development system provides employers with a trained and effective workforce and to provide potential employees the resources needed to find successful employment opportunities. Also, the board provides guidance and direction for agency employees.	7/31/2015 2:41 PM
7	To offer quality workforce investment services that provide both employers and individuals, living and working in Alpine, El Dorado, & Placer counties, the opportunity to achieve and sustain economic prosperity.	7/31/2015 12:48 PM
8	To provide quality, comprehensive workforce services to the businesses and residents of Placer, El Dorado and Alpine counties. (Not the exact words but a similar idea.) It also appears to be outdated since it mentions "workforce investment services"...old wording.	7/31/2015 11:54 AM
9	We want to be the premier provider of services for employers and jobseekers.	7/30/2015 11:53 AM
10	To support a regional system of collaborative partners to strengthen the public workforce system.	7/30/2015 11:26 AM
11	To provide strategic direction to the job training agency to decrease unemployment and increase economic development.	7/30/2015 11:21 AM
12	To oversee the workforce development system for the counties of Alpine, El Dorado and Placer. The Golden Sierra Workforce Board is an industry-led board of directors who identify and solve problems within key economic sectors in the tri-county region. These private sector business leaders volunteer their time to assist with the coordination and alignment of a myriad of partners and products. The work they do is an investment that increases employability and business success, while creating relationships across a broad partnership.	7/30/2015 10:06 AM
13	To facilitate the growth of businesses in our region, training for workers, and bring the two together for positive economic growth in our region.	7/30/2015 10:00 AM

Q3 I know the Board's vision (Where we are trying to go in the future).

Answered: 13 Skipped: 0



Answer Choices	Responses	
Strongly Disagree	7.69%	1
Disagree	7.69%	1
Undecided	15.38%	2
Agree	38.46%	5
Strongly Agree	30.77%	4
Total		13

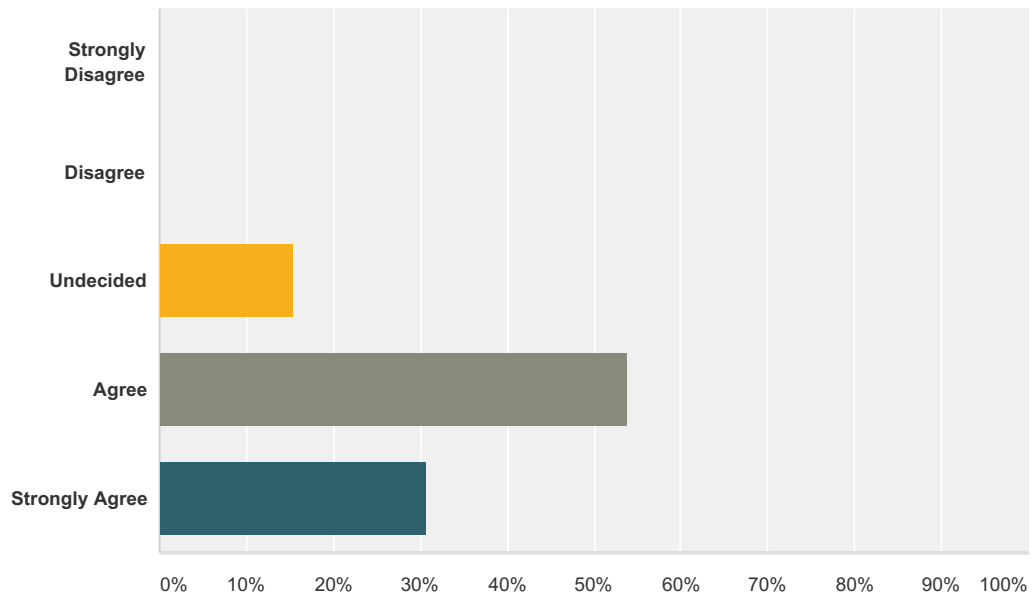
Q4 My understanding of the Board's vision is...

Answered: 13 Skipped: 0

#	Responses	Date
1	Golden Sierra, by virtue of its success in aligning services and preparing skilled workers, will help Placer County compete more effectively in the global economy and contribute to California's shared strategy for shared prosperity.	8/18/2015 10:43 AM
2	To continue fostering local relationships with community's stake holders and promote workforce development.	8/11/2015 11:59 AM
3	To help Placer County compete more effectively in the global economy and contribute to CA' shared strategy for shared prosperity.	8/10/2015 4:52 PM
4	coordinate qualified workers with services to enhance success of community's economic goals	8/4/2015 3:29 PM
5	Unclear....	8/3/2015 11:48 AM
6	Create connections with employers to make sure their needs are met. Provide successful programs that connect job seekers to these employers.	7/31/2015 2:41 PM
7	Golden Sierra, by virtue of its success in aligning services and preparing skilled workers, will help Alpine, El Dorado, & Placer Counties compete more effectively in the global economy and contribute to California's shared strategy for shared prosperity.	7/31/2015 12:48 PM
8	I understand the new direction of WIOA but I'm confused on the vision statement on the website. It only lists Placer County? Why is this?	7/31/2015 11:54 AM
9	Through strategic planning, collaboration and convening of stakeholders, develop services and resources that assist employers to find the talent they need -- expeditiously and at reduced cost for recruitment; create career paths for youth and other workers to advance in their employment; and provide targeted services for unserved/under-served populations including transition age youth, older adults, veterans, ex-offenders, those with disabilities, and those in rural areas.	7/30/2015 11:53 AM
10	To create a regional workforce system that is responsive to the needs of employers and residents.	7/30/2015 11:26 AM
11	It should be to act as a driver of economic development resulting in increased employment opportunities for the communities served.	7/30/2015 11:21 AM
12	Unsure of Vision	7/30/2015 10:06 AM
13	To streamline our services and improve our outcomes to get the highest value per dollar spent by the WIB and its partners.	7/30/2015 10:00 AM

Q5 I understand my responsibility as a board member.

Answered: 13 Skipped: 0

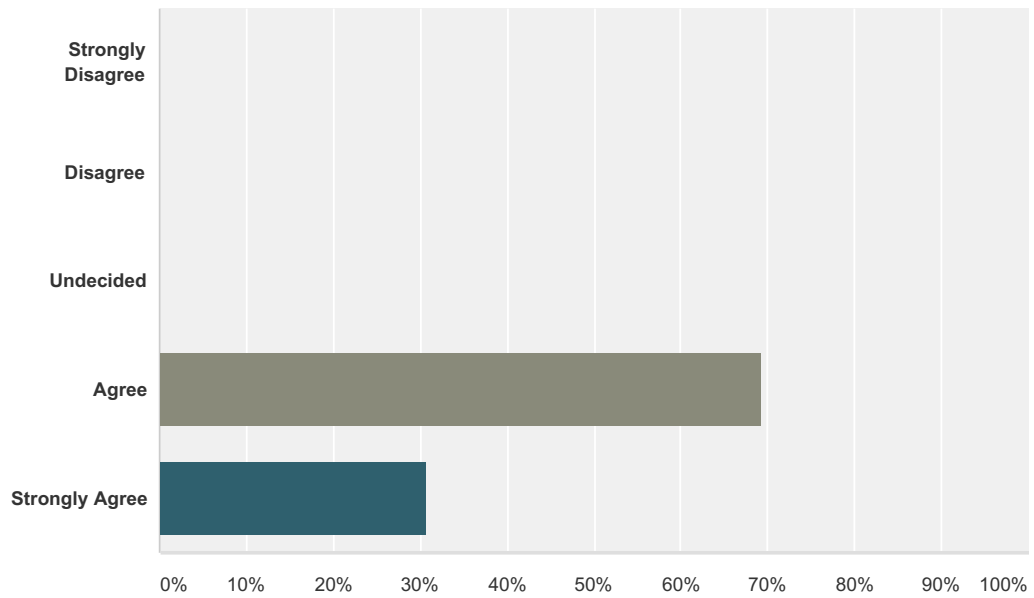


Answer Choices	Responses
Strongly Disagree	0.00% 0
Disagree	0.00% 0
Undecided	15.38% 2
Agree	53.85% 7
Strongly Agree	30.77% 4
Total	13

#	Other (please specify)	Date
	There are no responses.	

Q6 I am knowledgeable about the system's programs and services?

Answered: 13 Skipped: 0

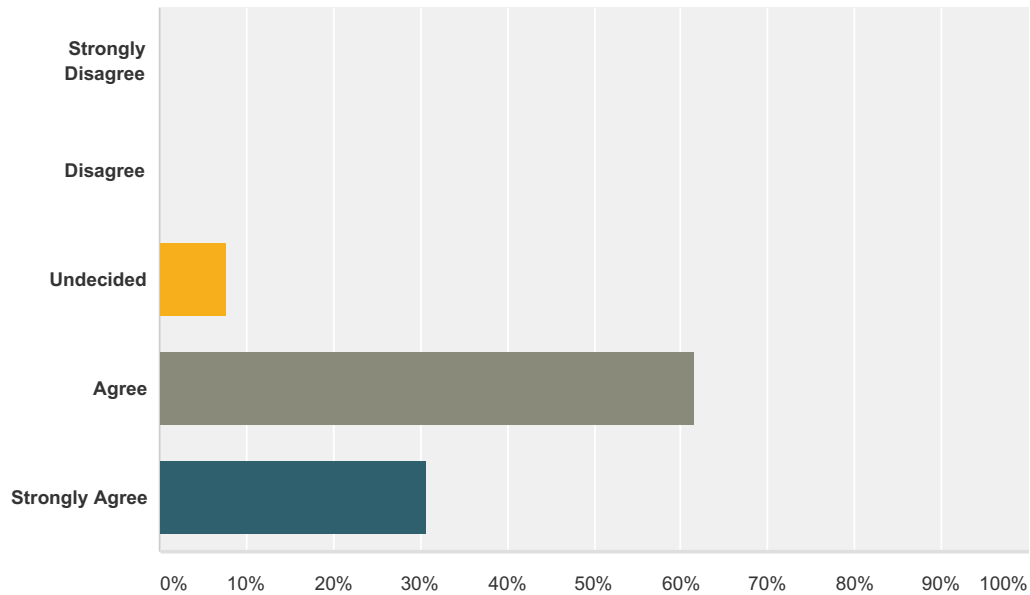


Answer Choices	Responses
Strongly Disagree	0.00% 0
Disagree	0.00% 0
Undecided	0.00% 0
Agree	69.23% 9
Strongly Agree	30.77% 4
Total	13

#	Other (please specify)	Date
	There are no responses.	

**Q7 I encourage and educate my employer/
organizations or associates and affiliates to
leverage the local workforce system?**

Answered: 13 Skipped: 0

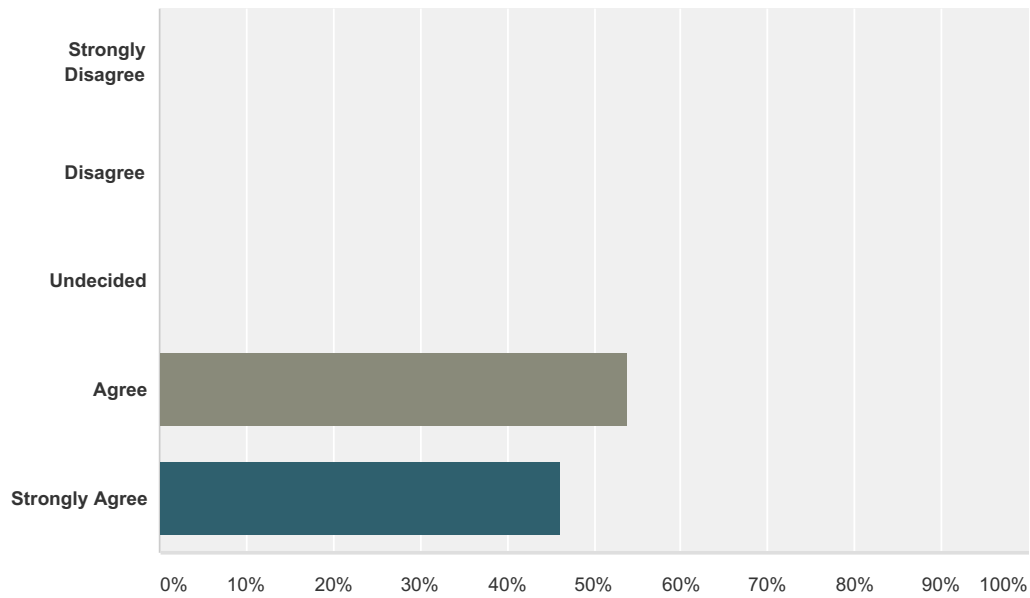


Answer Choices	Responses
Strongly Disagree	0.00% 0
Disagree	0.00% 0
Undecided	7.69% 1
Agree	61.54% 8
Strongly Agree	30.77% 4
Total	13

#	Other (please specify)	Date
	There are no responses.	

Q8 I act as a goodwill ambassador to the organization?

Answered: 13 Skipped: 0

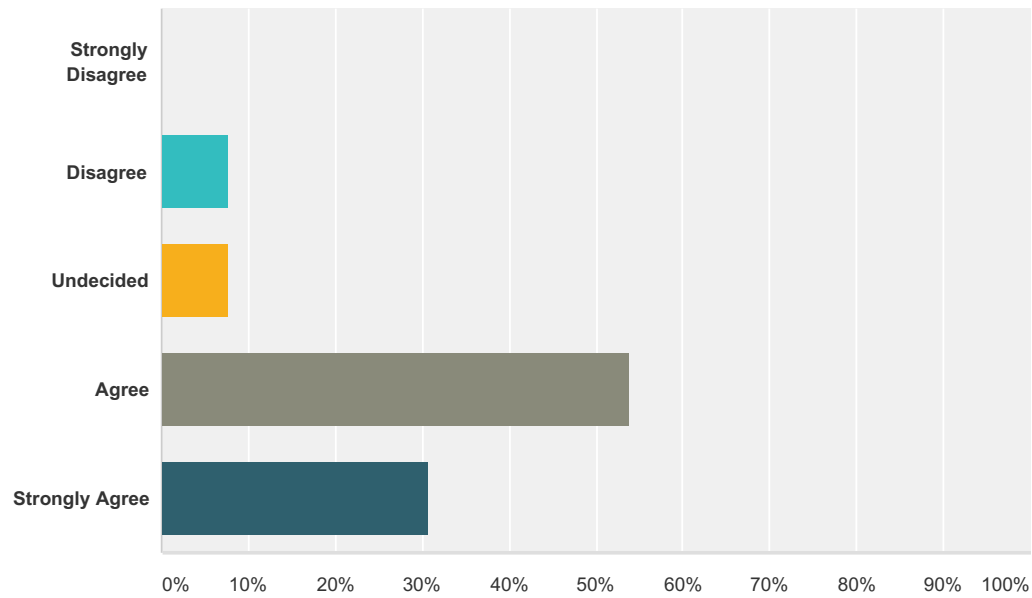


Answer Choices	Responses
Strongly Disagree	0.00% 0
Disagree	0.00% 0
Undecided	0.00% 0
Agree	53.85% 7
Strongly Agree	46.15% 6
Total	13

#	Other (please specify)	Date
1	Don't you mean "for" the organization?	8/3/2015 11:48 AM

Q9 I volunteer when asked by staff to attend partner events or other functions?

Answered: 13 Skipped: 0

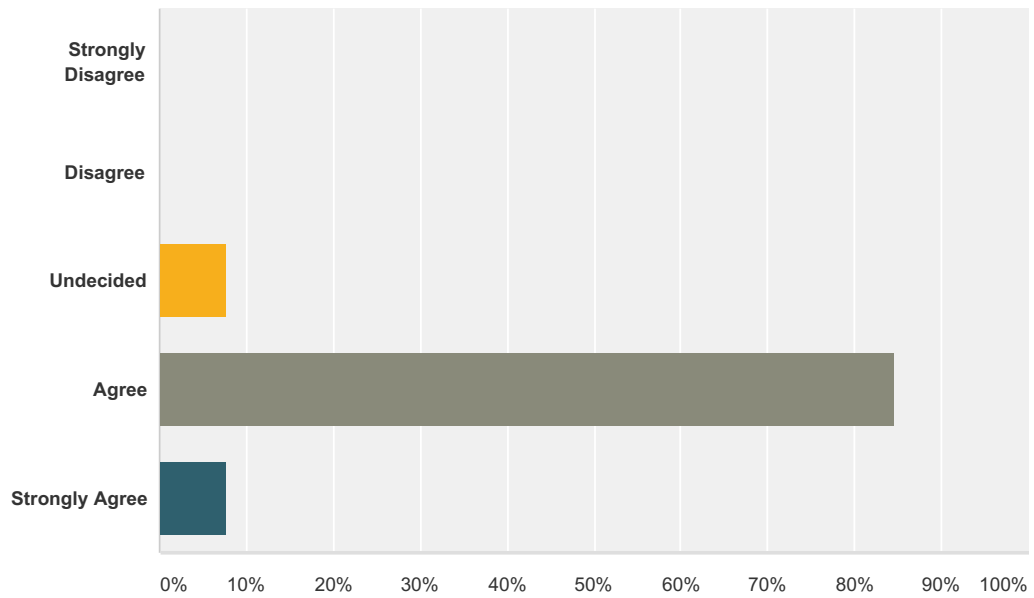


Answer Choices	Responses
Strongly Disagree	0.00% 0
Disagree	7.69% 1
Undecided	7.69% 1
Agree	53.85% 7
Strongly Agree	30.77% 4
Total	13

#	Other (please specify)	Date
1	To extent I'm available	7/30/2015 11:53 AM

Q10 I have a good working relationship with the other board members?

Answered: 13 Skipped: 0

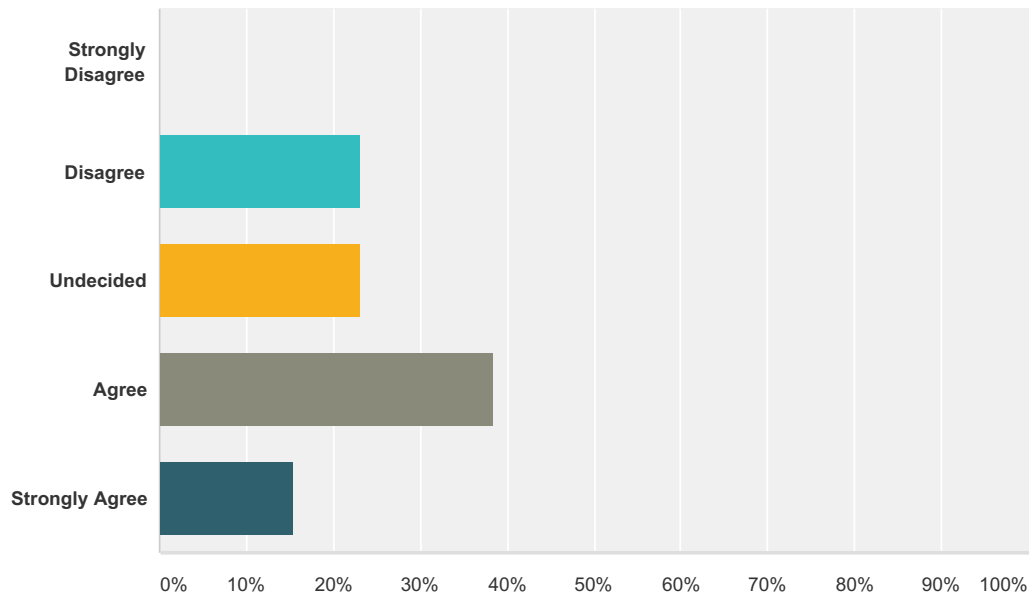


Answer Choices	Responses
Strongly Disagree	0.00% 0
Disagree	0.00% 0
Undecided	7.69% 1
Agree	84.62% 11
Strongly Agree	7.69% 1
Total	13

#	Other (please specify)	Date
1	I would like more opportunities to know/network with WIB members.	7/30/2015 11:26 AM

Q11 I recommend individuals for service to this board?

Answered: 13 Skipped: 0

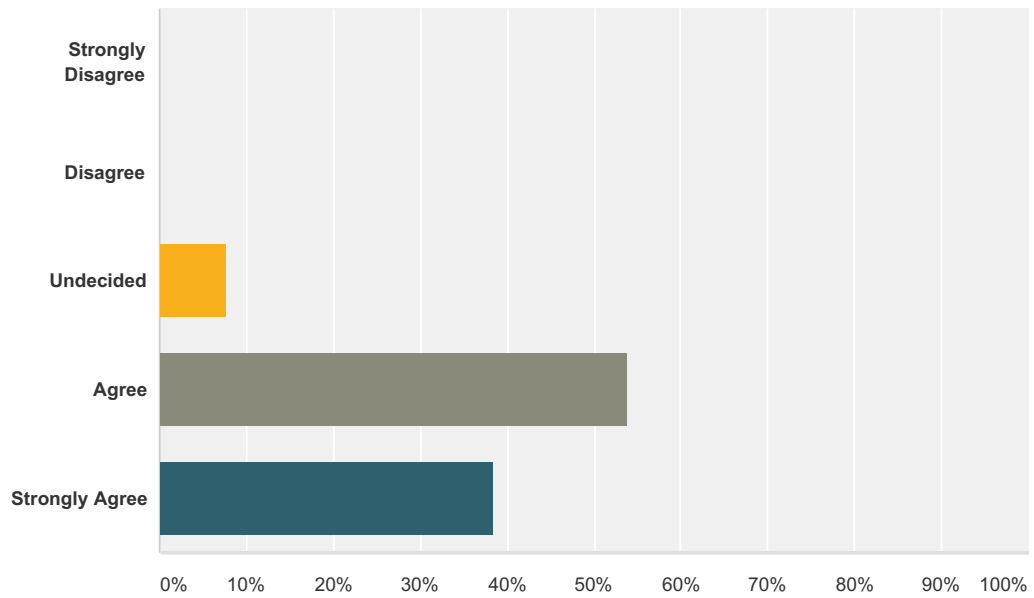


Answer Choices	Responses
Strongly Disagree	0.00% 0
Disagree	23.08% 3
Undecided	23.08% 3
Agree	38.46% 5
Strongly Agree	15.38% 2
Total	13

#	Other (please specify)	Date
1	To this point I have not done so, nor has there been a need to refer someone to the WIB.	7/31/2015 12:48 PM

Q12 I review board materials and participate in board meetings?

Answered: 13 Skipped: 0

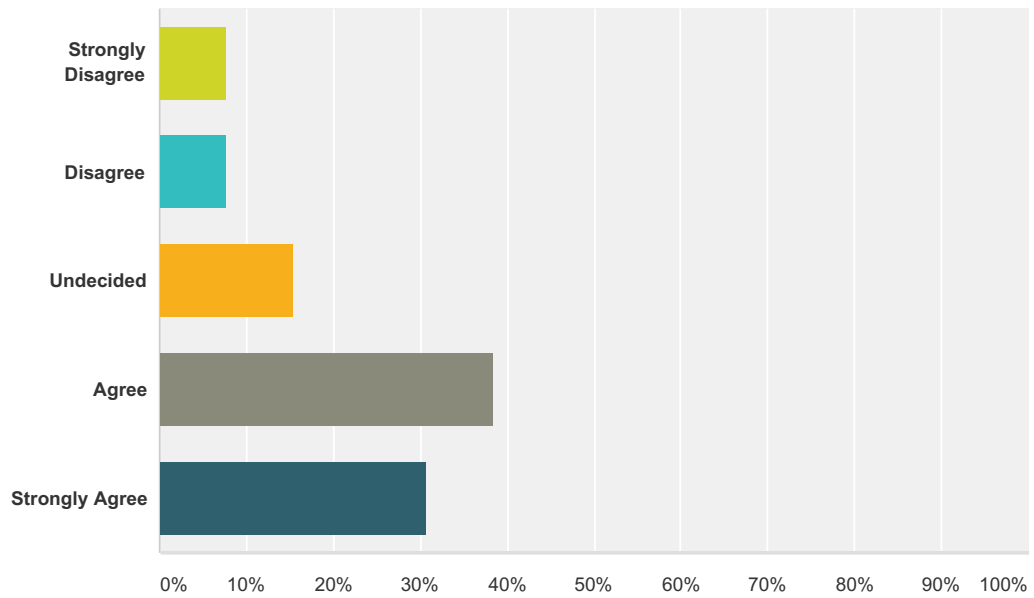


Answer Choices	Responses
Strongly Disagree	0.00% 0
Disagree	0.00% 0
Undecided	7.69% 1
Agree	53.85% 7
Strongly Agree	38.46% 5
Total	13

#	Other (please specify)	Date
	There are no responses.	

Q13 I am actively involved in committees and attending required meetings?

Answered: 13 Skipped: 0

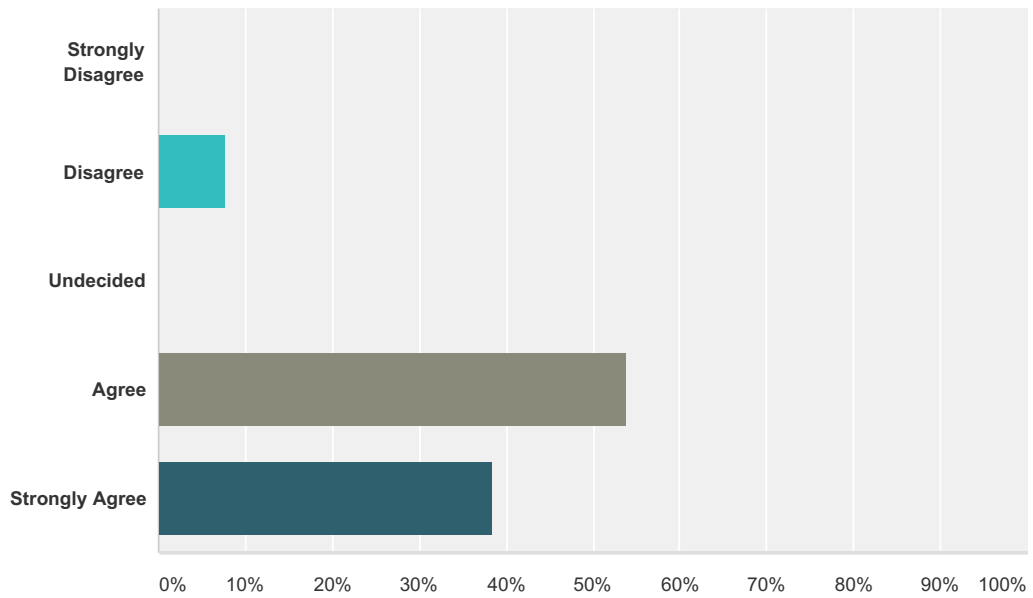


Answer Choices	Responses
Strongly Disagree	7.69% 1
Disagree	7.69% 1
Undecided	15.38% 2
Agree	38.46% 5
Strongly Agree	30.77% 4
Total	13

#	Other (please specify)	Date
1	I'm not aware of what committees are looking for members	8/3/2015 11:48 AM
2	Committees I participated on are no longer meeting.	7/31/2015 11:54 AM

Q14 I find serving on the board to be a satisfying and rewarding experience?

Answered: 13 Skipped: 0

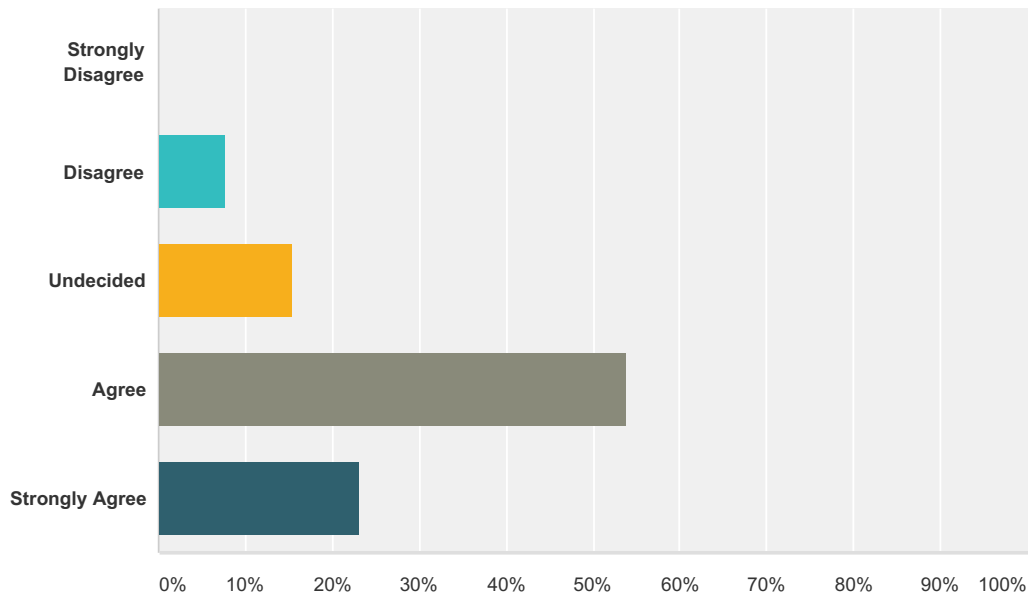


Answer Choices	Responses
Strongly Disagree	0.00% 0
Disagree	7.69% 1
Undecided	0.00% 0
Agree	53.85% 7
Strongly Agree	38.46% 5
Total	13

#	Other (please specify)	Date
	There are no responses.	

Q15 I get the important information I need in order to make informed decisions

Answered: 13 Skipped: 0



Answer Choices	Responses
Strongly Disagree	0.00% 0
Disagree	7.69% 1
Undecided	15.38% 2
Agree	53.85% 7
Strongly Agree	23.08% 3
Total	13

#	Other (please specify)	Date
	There are no responses.	

Q16 I have the following additional suggestions for improving the effectiveness of the board in assisting the core partners meet sector demands.

Answered: 9 Skipped: 4

#	Responses	Date
1	My suggestion would be to do more to educate our business community on the services that are available to assist employers to succeed.	8/18/2015 10:43 AM
2	Be more aggressive in recruiting private sector small and large businesses on to the board.	8/10/2015 4:52 PM
3	introductory indoctrination sessions for new Board members and refresher sessions for longer term members	8/4/2015 3:29 PM
4	Our agendas seem never to vary, are stale, and are too process oriented. I would like to concentrate on the important issues, especially with the advent of WIOA. As of this date I'm still unclear on what, if anything, is changing with the new Act.	8/3/2015 11:48 AM
5	It would be beneficial to spend more time discussing issues than processing information in the form of reports. Would like to see us either through the committee structure or extended WIB meetings, time to focus on discussion how we can be more effective and efficient in achieving our mission and vision.	7/31/2015 12:48 PM
6	If we are to make decisions about sector strategies and meeting the needs of specific industries, we need to have more information on the needs of those industries. I think the board should have regular updates from key industry professionals regarding the hiring and training needs, challenges and future projections regarding those industries. For example, we have a board member from the medical field but I know little about the challenges they are currently facing to find qualified candidates, where they typically recruit, the skills they need or where they find too many people have been trained in a particular field. Maybe a 5 minute update from each of these industry members each meeting would be helpful with periodic speakers on specific industry fields. OR, we could have a training day with speakers from each of our key industries or industry associations. It would also be a helpful tool for layoff aversion. Understanding the changing needs of industries may alert us to those businesses who will fail if they do not keep up with new industry standards.	7/31/2015 11:54 AM
7	Move forward with whatever action is needed regarding the committee structure. Decide what the future structure of the board will be when WIOA fully kicks in and move forward on implementation. It feels stagnant right now.	7/30/2015 11:53 AM
8	I would like to know more about the roles and activities of fellow WIB members. If there was a way to share key accomplishments as attachments to board documents, that might be an easy first step.	7/30/2015 11:26 AM
9	The current board has many community members with a willingness to serve but there are few actual employers. It is incumbent upon the board to actively recruit more business representation. In addition, there is too much focus on issues without solutions and very little time spent planning for WIOA implementation. When compared to other WIBs, GS continues to act as a social services agency instead of a job training agency and has not kept pace with the changes at both the state and federal training programs.	7/30/2015 11:21 AM

Executive Committee Activities for WIOA Transition:

In follow up to our conversation about WIOA transition at our last board meeting, I want to provide some detail on how the Executive Committee has been addressing the transition process.

The Executive Committee members participated in extensive training on WIOA when we attended the annual conference of the National Association of Workforce Boards (NAWB) in Washington DC last spring. Some of us also attended a one day training provided by the California Workforce Association (CWA) to learn more specifically how implementation would proceed in our state. Our Vice Chair and some staff also attended the annual CWA state conference last fall for additional training. As yet, there has been little direction from the State Workforce Board, which is appointed by the Governor, because they too have been engaged in a process of education.

In each board packet, you receive an updated WIOA Action Matrix that delineates all the steps that were identified as necessary for implementing this transition at GSJTA. Many of those activities address infrastructure, such as the Joint Powers Agreement between the three Counties or they have been administrative tasks. All of these tasks had to be accomplished before venturing into restructuring the WIB or any program related activities.

For more than a year, the Executive Committee has been deciphering the requirements for transitioning from WIA to WIOA and its impact to our WIB (The Act passed in July of 2014). The Committee assigned itself to take responsibility for transition planning. We have been tackling the array of tasks itemized on the WIOA Transition Matrix for all these many months. The majority of these tasks can be viewed in the updated WIOA Action Matrix. The current board meeting agenda includes an updated Action Matrix. You will see that those administrative and infrastructure requirements are nearly completed. Now we will be able to move into a programmatic strategy/planning phase.

The Executive Committee knows that transitions are challenging and confusing, and effective communication is key to working through these changes. To that end, we had asked staff to prepare the survey that each of you were asked to complete earlier this summer.

At the most recent Executive Committee meeting (August 20), we discussed the survey results and a number of other items including systems alignment, board membership, committee structure, mission, vision and values.

One significant change under WIOA is the Core Partner structure. As directed, Staff has been meeting with our WIOA Core Partners since April to discuss partnership and alignment opportunities. The Committee assigned the task of drafting new mission, vision and values statements to the core partnership group. That meeting will occur on Sept 30th. All of these Core Partner activities and accomplishments are highlighted in the WIOA Action Matrix.

As follow up to the discussion at our last WIB meeting, the Executive Committee asked staff to arrange for a presentation to the board on Slingshot and labor market data. The Labor Market information will give us a frame of reference, either to confirm or to redirect our currently adopted "Industries of Opportunity". Once we have that confirmation/redirection, we can decide how to move forward collecting input from the sectors we will target. For example, this can include inviting them to be board members, to attend meetings periodically, to give presentations, to work with the core partnership group, to form Sector-based Ad Hoc subcommittees or workgroups, etc.

In recognition of the time and investment that business leaders put into the workforce and education communities, we asked staff to map all the existing initiatives that have business leadership councils and the community college sector navigators. This work will be completed as a part of the NEG Sector Partnership Grant that was awarded to Golden Sierra, Sacramento (SETA) and North Central Counties workforce areas. A portion of that grant funding was awarded to SETA for regional collaboration and some of those funds will cover the expense of this asset mapping project.

The Executive Committee recognizes that Members are interested in reactivating the Business Services and Youth Committees. However, we need to ask your patience. We have to determine what steps will be necessary prior to establishing any committees under WIOA mandates. It is essential to realize that the work of these committees will face some drastic changes because the focus under WIOA is different than that under WIA. We need to learn what the cognizant federal and state agencies are going to require for reporting and accountability to comply with WIOA. We will share that information with board members as it becomes available. Then we can determine what committees will be needed and for what purpose.

I hope this summary, in combination with the WIOA Transition Matrix, answers your questions about the work done and progress to date on implementing WIOA. We are on a journey that is continually evolving so the path forward is not always clear.

Tink Miller
Chair