

CONTRACT/AMENDMENT SIGNATURE ROUTING FORM

CONTRACTOR: JOINT POWERS AGREEMENT (JPA) WITH THE CITIES OF ARCADIA, DUARTE, MONROVIA, PASADENA, SIERRA MADRE AND SOUTH PASADENA

OWNERSHIP: African American Asian Armenian Hispanic
 Native American Disabled Female Non-Minority Non-Profit; 501(c)___

CONTRACT PURPOSE: Oversees employment and training programs in the six (6) consortium cities and authorizes the City of Pasadena to act as the administrative entity, fiscal agent and grant recipient of the Foothill Workforce Development Board.

CONTRACT IS: FEDERAL PREVAILING WAGE NON-PREVAILING WAGE COMPETITIVE & NOTICED LOW BID

TOTAL CONTRACT VALUE: \$ 0 Charge Acct. #s _____
Amendment Value: \$ _____ Contract is an Amendment to Contract No. _____ (If Applicable)

RESPONSIBLE DEPARTMENT PERSON: Dianne R. Carter PHONE: 626-584-8395

AUTHORIZATION: Approved by Council on Nov. 14, 2016
(Check One) Resolution No. _____ (if applicable)

Approved by City Manager on Nov. 14, 2016
Note: Attach supporting documentation

Amendment Approved by _____ (if applicable)

ROUTING SEQUENCE: **(Please Follow In Order – Don't use N/A)**

	<u>Initials</u>	<u>Date</u>
(1) Responsible Department Person Checks substance of contract and assembles one (1) Taxpayer Protection Amendment (TPA) Disclosure Notice & Disclosure Form and two (2) copies of contract, required AA, insurance & bond documents, and Vendor Listing Questionnaire (Subject to TPA: <input type="checkbox"/> Yes <input type="checkbox"/> No)	C-17,318-1 <u>DRC</u> D.R. Carter	<u>2/6/17</u>
(2) City Clerk Approves sureties, if bonds required	<u>Ji</u>	<u>2/9/17</u>
(3) Liability and Claims Approves insurance	<u>AK</u>	<u>2/10/17</u>
(4) City Attorney Approves contract as to form, verifies bonds and insurance included	<u>BR</u>	<u>2/10/17</u>
(5) Finance (Purchasing) Checks compliance with Competitive Bidding & Living Wage Ordinances	<u>EE</u>	<u>2/16/17</u>
(6) City Signatory (MAYOR) Signs all copies on behalf of City	<u>W</u>	<u>2/16/17</u>
(7) City Clerk Attests signatures, numbers, files contract, insurance, and bonds and returns duplicate original to responsible department for transmittal to contractor	<u>Ji</u>	<u>3/7/17</u>
(8) Taxpayer Protection Amendment (TPA) Tracking Staff Enters information from agreements and Disclosure Form for TPA tracking of City Council, City Manager's Office & City Clerk's Office	_____	_____

JOINT EXERCISE OF POWERS AGREEMENT NO. 17,318-1

THIS JOINT EXERCISE OF POWERS AGREEMENT is among the cities of Arcadia, Duarte, Monrovia, Sierra Madre, South Pasadena, and Pasadena, each of which is a municipal corporation duly organized and existing under the laws of the State of California, hereinafter collectively referred to as "the parties."

RECITALS:

The following are the facts upon which this Agreement is based:

WHEREAS, the Workforce Innovation and Opportunity Act of 2014, hereinafter referred to as the WIOA (29 U.S.C. 3101 et seq., Public Law 113-128, 128 Stat. 1425), authorizes the expenditure of federal funds to provide workforce investment activities, through statewide and local workforce development systems, that increase the employment, retention, and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the Nation; and,

WHEREAS, the parties to this Agreement are willing to accept the responsibilities and duties as may be prescribed by the WIOA, as said legislation may from time to time be amended; and,

WHEREAS, WIOA directs the Governor to designate a "local area" so long as it was designated as a Workforce Investment Area under the Workforce Investment Act of 1998, and had acceptable programmatic outcomes and financial management; and,

WHEREAS, the Cities of Arcadia, Duarte, Monrovia, Sierra Madre, South Pasadena, and Pasadena formed the Foothill Employment and Training Consortium under the Workforce Investment Act of 1998; and,

WHEREAS, the Foothill Employment and Training Consortium had acceptable programmatic outcomes and financial management; and,

WHEREAS, the consortium would benefit the residents of the subject

communities by continuing to maintain local autonomy allowing public officials to better respond to the needs of local business; and,

WHEREAS, it is to the mutual benefit of the parties hereto and in the best public interest of said parties to continue this Joint Powers Agreement to accomplish the purposes herein set forth; and,

WHEREAS, by this Agreement, the parties hereto intend to exercise their powers jointly to accomplish common objectives;

NOW, THEREFORE, the parties agree as follows:

SECTION 1. PURPOSE.

This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I of the Government Code of the State of California (commencing with Section 6500) relating to the joint exercise of powers common to the parties hereto. The purpose of this Agreement is to exercise such powers jointly in the establishment of a universally accessible workforce development system and in particular to develop, coordinate, and implement the delivery of a locally based WIOA program in accordance with requirements of WIOA. An additional purpose of this Agreement is also to develop, coordinate, and implement the delivery of other education, employment, and training programs that may benefit the parties and their residents.

SECTION 2. TERM.

A. This Agreement shall become effective and binding upon the parties hereto when each of the governing bodies of the parties has authorized the execution of this Agreement and the same has been executed by the duly authorized representative of each of such parties. This Agreement shall continue in effect until terminated. Additional cities and the County of Los Angeles may by mutual consent of the parties become parties to this Agreement subject to the approval of the governing bodies of the agencies participating in this Agreement. Any party to this Agreement may withdraw from the consortium by giving 90 days written notice to the Administrator of its intent to cease participation in the consortium. Provided, however, that the within Agreement shall continue in full force and effect until all except one party have withdrawn and the

State has authorized another entity to receive and administer WIOA funding for the residents of the parties to this Joint Powers Agreement.

B. For the purpose of this Agreement, the term “fiscal year” shall mean the period from July 1 to and including June 30 of the following year.

SECTION 3. DESIGNATED ADMINISTRATOR -- CITY OF PASADENA

Pursuant to Section 6506 of the Government Code, the City of Pasadena is designated as the Grant Recipient, fiscal agent, and Administrator for the consortium of general local governmental units participating in this Agreement and shall provide the program administration necessary to implement the local Workforce Development Area WIOA Program, under the supervision and direction of the Policy Board and the Workforce Development Board.

SECTION 4. POLICY BOARD.

A. This consortium shall be administered by a Policy Board made up of an elected official of each participating public entity.

B. The legislative body of each of the participating public entities shall appoint one policy board member and one alternate board member. Each member of the Board, or subsequent replacement, shall serve a two-year term and each member shall serve at the pleasure of the appointing authority. Vacancies during a term and successors following expiration of the term of any member shall be filled in the same manner as the original appointments. Members shall receive no compensation except reimbursement for expenses incurred in conducting business on behalf of the consortium. Said expenses must be allowable under WIOA, and reasonable and necessary as determined by the Policy Board.

C. If a board member cannot attend a meeting, the alternate attending shall be fully empowered to act as the board member for the meeting so attended.

SECTION 5. RESPONSIBILITIES OF THE POLICY BOARD.

It shall be the responsibility of the Policy Board to:

- A. Appoint members to the Workforce Development Board in accordance with Section 107 of WIOA;

- B. Determine general program policy;
- C. Approve the job training plan in conjunction with the Workforce Development Board;
- D. Review and approve memoranda of understanding entered into by the Workforce Development Board and required one-stop partners described in Section 121(b)(1)(B);
- E. Approve the Workforce Development Board's designation or certification of one-stop operator(s);
- F. With the Workforce Development Board, conduct oversight with respect to the local one-stop delivery system;
- G. Ensure that services rendered are in the best interest of the local Workforce Development Area residents; and
- H. Ensure that all activities are carried out in accordance with WIOA and any other related legislation.
- I. The Chairperson of the Policy Board shall be designated as the "chief elected official" as that term is used in Section 101 of the WIOA.

SECTION 6. MEETINGS OF THE POLICY BOARD.

A. Regular Meetings.

The Policy Board shall provide for its regular, and special meetings, provided, however, that it shall hold at least one regular meeting in each year and such further meetings as the parties may reasonably request depending upon the pressure of business. The date, hour and place at which any regular meeting shall be held shall be fixed by resolution and a copy of such resolution shall be filed with each party. The place of the regular meetings shall be a public building or other facility within the County of Los Angeles which complies with the requirements of the Ralph M. Brown Act. The Policy Board shall adopt rules for conducting its meetings and other business.

B. The Ralph M. Brown Act.

All meetings of the Board including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with §54950 of the Government Code).

C. Minutes.

The secretary of the Policy Board shall cause to be kept minutes of regular, adjourned regular, and special meetings, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to the parties hereto.

D. Quorum - Action.

A majority of members of the Policy Board present at a meeting shall constitute a quorum for the transaction of business, except that a lesser number may adjourn for lack of quorum. No action at a meeting shall be valid unless it receives the affirmative vote of a majority of those present.

SECTION 7. OFFICERS OF THE CONSORTIUM.

The Policy Board shall elect a Chairperson and Vice-Chairperson at its first meeting and, thereafter, at the first meeting in each succeeding fiscal year, the Policy Board shall elect or re-elect its Chairperson and Vice-Chairperson. In the event that the Chairperson or Vice-Chairperson elected ceases to be a Board Member, the resulting vacancy shall be filled at the next regular meeting of the Policy Board held after such vacancy occurs. In the absence or inability of the Chairperson to act, the Vice-Chairperson shall act as Chairperson. The Chairperson, or in his absence the Vice-Chairperson, shall preside at and conduct all meetings of the Policy Board. The Executive Director shall be, and act as, the Secretary of the Policy Board. The Executive Director shall be appointed by the administrator of the consortium, the City of Pasadena. The Director of Finance of the City of Pasadena shall be, and act as, the Treasurer of consortium, and as, Controller of the consortium pursuant to Government Code §6505.5.

SECTION 8. POWERS.

A. The City of Pasadena shall have the power to operate a local Workforce Development Area under the Act in the geographical areas comprising the incorporated Cities of Arcadia, Duarte, Monrovia, Sierra Madre, South Pasadena, and Pasadena, and such other communities as the governing legislative bodies of said communities, by resolution or contract, shall prescribe and the Policy Board shall consent to.

B. The City of Pasadena is authorized to do all acts necessary for the exercise of said common powers for the common benefit of the parties to this Agreement and the citizens thereof and consistent with such federal and state funding provided under the Act, to acquire by lease buildings or sites, and to maintain, operate, or lease the same for public purposes and to purchase general liability insurance; the City of Pasadena is authorized to do all acts necessary for the exercise of said common powers for said purposes, including, but not limited to, any or all of the following: to make and enter into contracts, to employ agents and employees; to manage, maintain, or operate any buildings, facilities, works or improvements above enumerated; to acquire property by lease; to hold or dispose of property by lease or sale; to incur debts, liabilities or obligations required by the exercise of these powers; and to sue and be sued in its own name. Said powers shall be exercised in the manner provided in said Act, and, except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the parties in the exercise of similar powers.

SECTION 9. DISPOSITION OF ASSETS.

At the end of the term hereof or upon the earlier termination of this Agreement, all property of the consortium shall automatically vest in the party hereto which has heretofore transferred said property to the consortium and shall thereafter remain the sole property of said party. All other property of the consortium shall be returned to the parties in proportion to their respective contribution to the cost of acquisition of such property or as the Policy Board may direct.

SECTION 10. DISPOSITION OF FUNDS UPON TERMINATION

Upon termination of this Agreement, any money in possession of the consortium after the payment of all costs, expenses and charges validly incurred under this Agreement, shall be returned to the parties in proportion to their contribution determined as of the time of termination.

SECTION 11. ASSISTANCE TO ADMINISTRATOR.

The parties may, in appropriate circumstances:

- A. make contributions from their treasuries for the purposes set forth herein;
- B. make advances of public funds for such purposes set forth in this Agreement on such terms of repayment as may be agreed to between the Administrator and the party making the advance; and,
- C. use their personnel, equipment or property in lieu of other contributions or advances. Sums so contributed or obtained shall be paid to and disbursed by the Treasurer. The provisions of Government Code Section 6513 are hereby incorporated into this Agreement by reference.

SECTION 12. DISALLOWED COSTS.

- A. Each party to this Agreement shall pay its fair share of any disallowed costs which is finally determined by the State of California or the Federal Government to be due and owing to the State or Federal Government.
- B. The apportionment of disallowed costs incurred by the consortium, and payable by the parties to this Agreement involving funds disallowed under the Act, shall be based upon the allocation formula which the State of California is obligated to use in distributing funds to local Workforce Development Areas as stated in WIOA.

SECTION 13. ACCOUNTS AND REPORTS.

- A. The Controller of the consortium shall establish and maintain such

funds and accounts as may be required by good accounting practice. The books and records of the consortium in the hands of the Controller shall be open to inspection at all reasonable times by representatives of the parties. The Controller of the consortium, within 90 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Executive Director of the Workforce Development Board (WDB) and the parties. The Controller furthermore shall either make or contract with a certified public accountant to make audits of the accounts and records of the consortium as required by the Act. Said report shall be filed within twelve months of the end of the fiscal year under examination. The audit shall comply with Section 6505 of the Government Code.

B. Any costs of such audits, including contracts with or employment of certified public accountants or public accountants in making an audit pursuant to this section, shall be borne by the consortium and shall be a charge against any unencumbered funds of the consortium available for such purpose.

C. The Treasurer of the consortium shall assume the duties described in California Government Code Section 6505.5 including to wit:

- (1) Receive and receipt for all money of consortium and place it in the City of Pasadena treasury to the credit of consortium;
- (2) Be responsible upon his official bond for the safekeeping and disbursement of all consortium money so held by him/her;
- (3) Pay sums due from consortium from consortium money, only upon warrants of the Controller of consortium; and,
- (4) Verify and report, in writing, to consortium and to the parties to this Agreement at the Policy Board's regular meetings, the amount of money held for the consortium, the amount of receipts since the last report, and the amount paid out since the last report.

SECTION 14. INSURANCE.

The Administrator shall maintain in force at all times during the terms of this Agreement, policies of insurance covering the operation of the consortium. Such

insurance shall be primary and carriers shall be required to waive any right of contribution from other insurance which may be available to the parties of this Agreement.

SECTION 15. FUNDS AND PROPERTY.

A. The Treasurer of the consortium shall have the custody of and disburse consortium funds pursuant to the accounting procedures developed in accordance with the provisions hereinabove, and as nearly as possible in accordance with normal City of Pasadena procedures.

B. The Treasurer herein designated as the person responsible for all monies of the consortium, is also designated hereby as responsible for all other property of the consortium.

SECTION 16. AMENDMENTS.

All amendments to this Agreement shall require an affirmative vote of not less than five (5) of the parties. All amendments to this Agreement shall be in writing and signed by the parties agreeing thereto.

SECTION 17. NOTICES.

Notices hereunder shall be sufficient if delivered to the City Clerk of each of the member cities, and the Clerk of the legislative body of any other participating public entities.

SECTION 18. MISCELLANEOUS.

A. The section headings herein are for convenience of reference only and are not to be construed as modifying or governing the language or meaning referred to in the section.

B. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

C. This Agreement is made in the State of California under the Constitution and laws of such State and is to be construed in accordance with those laws.

SECTION 19. SEVERABILITY.

Should any part, term or provision of this Agreement, or the application thereof to any person or circumstances, be held 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 parts, terms, or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to continue to constitute the Agreement that the parties intended to enter into in the first instance.

DATED:

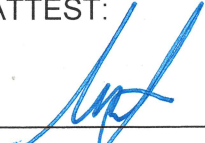
CITY OF PASADENA

Nicholas G. Rodriguez
Assistant City Manager


By  ^{3/6/17}
for ~~Terry Fornek~~ Steve Mermell

Title ~~Mayor~~ City Manager

ATTEST:


 ^{3/7/17}
City Clerk

APPROVED AS TO FORM:


Assistant City Attorney

DATED:

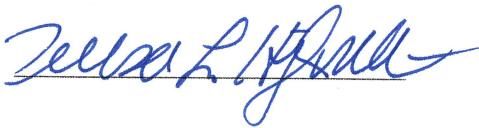
CITY OF SOUTH PASADENA

By 
Sersid Gonzalez

Title City manager


ATTEST:

APPROVED AS TO FORM:



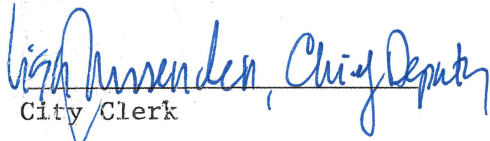
DATED: January _____, 2017

CITY OF ARCADIA

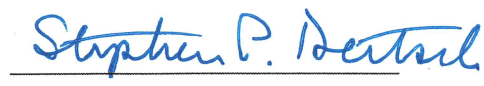
By 
Dominic Lazzaretto

Title City Manager

ATTEST:

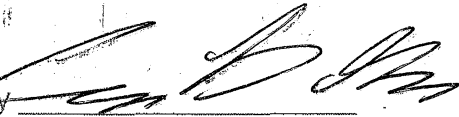

City Clerk

APPROVED AS TO FORM:


Stephen P. Deitsch
City Attorney

DATED:

CITY OF SIERRA MADRE

By 

Title Mayor

ATTEST:



APPROVED AS TO FORM:



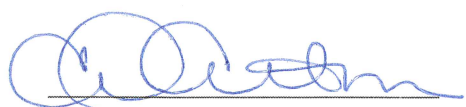
DATED:

CITY OF MONROVIA

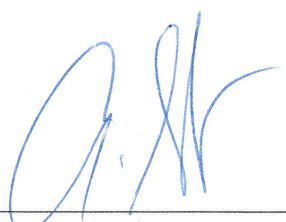
By 

Title CITY MANAGER

ATTEST:

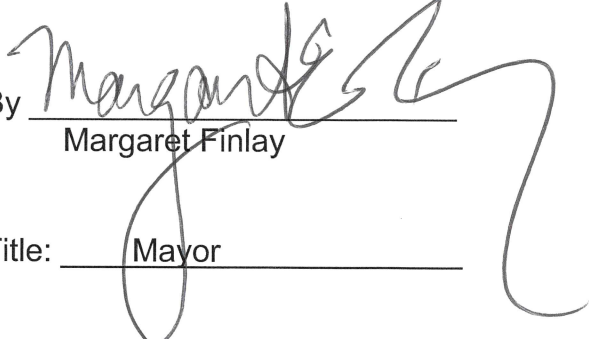


APPROVED AS TO FORM:



DATED: 2/28/17

CITY OF DUARTE

By 
Margaret Finlay

Title: Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney