

MEMORANDUM OF UNDERSTANDING FOR MULTIAGENCY COOPERATION IN THE
IMPLEMENTATION AND MANAGEMENT OF SECTOR BASED INTERMEDIARIES FOR
WORKFORCE DEVELOPMENT

This MEMORANDUM OF UNDERSTANDING (hereinafter “MOU”) is made and executed this ___th day of _____, 2016 (the “Effective date”) by and among the cities of Salinas, Gonzales, Soledad, Greenfield and King City, municipal corporations of the State of California (hereinafter referred to individually as “CITY” or collectively as “CITIES”) and Hartnell Community College District, a community college district of the California Community Colleges System (hereinafter referred to as “HARTNELL”).

RECITALS

WHEREAS, CITIES submitted a request for technical assistance from the National Resource Network to learn ways to ensure that the workforce in the Salinas Valley possesses the necessary skills to fill existing and upcoming jobs in the region; and

WHEREAS, the National Resource Network conducted an analysis of the region and identified the agriculture/agtech and healthcare industries as the industries showing the most demand and potential for employment growth in the Salinas Valley; and

WHEREAS, the National Resource Network has recommended that the CITIES partner with HARTNELL to form an intermediary organization that would leverage existing resources and identify needs by working in partnership with private industry, workforce providers, civic institutions, trade organization, and other entities; and

NOW, THEREFORE, CITIES and HARTNELL agree as follows:

ARTICLE I

DEFINITIONS

- A. “Intermediary Advisory Board” refers to the Board or representatives from CITIES. The Board shall have five members consisting of the City Manager (or their designee) from each CITY. The Advisory Board provides direction to Sector Intermediaries, reviews ongoing Intermediary Program activities, including regular self-evaluation, and provides policy direction.
- B. “Intermediary Program” refers to the programs staffed and managed by Intermediary Staff and which receives policy direction from the Intermediary Advisory Board. The Intermediary Program shall include both agriculture/agtech and healthcare components.
- C. “Intermediary Staff” refers to all staff at Hartnell responsible for the execution of any part of the Intermediary Program, including, but not limited to, the Sector Intermediary.
- D. “Sector Intermediary” refers to the staff person(s) primarily responsible for the execution of the Intermediary Program.

ARTICLE II

MANGEMENT AND ROLES OF PARTICIPATING AGENCIES

A. PARTICIPATING CITIES IN THE COUNTY OF MONTEREY

- 1. Each participating CITY shall annually make a financial contribution to HARTNELL in accordance with Article III, below.
- 2. Each participating CITY shall appoint a local Coordinator who shall be the primary local contact in each CITY. The City Manager of each CITY either shall serve as the Coordinator for each CITY or shall designate a CITY staff member responsible for overseeing the economic development efforts of that jurisdiction as the Coordinator. The City Coordinator shall be the main point of contact for Intermediary Staff in that CITY.

3. CITIES shall work to identify working space(s) within one or more CITIES to support Intermediary Staff.

B. HARTNELL

1. HARTNELL shall implement all administrative functions of the Intermediary Program, including the employment of the Sector Intermediary and other Intermediary Staff. Intermediary Staff shall be responsible for day-to-day management of the Intermediary Program, including, but not necessarily limited to, the following:

a) Manage all planning and implementation of both Intermediary programs, including regular convenings of employers and other organizations, staffing the operations of the partnership and all committees, researching opportunities to grow the partnership with new employers, overseeing the development of new pathways, identifying key policy advocacy topics and developing policy positions, and actively participating in finding and developing funding opportunities for work.

b) Assess workforce demand among employers and inventory existing educational programs and support services on an on-going basis.

c) Develop and implement plans to fill gaps for the target industry sectors throughout the Salinas Valley.

d) Actively seek best practices and assess their fit and appropriateness for the entire five-city region.

e) Recruit and maintain relationships with partners, and manage/continuously improve core teams of employers, educational institutions, and community organizations for the target industry sectors.

f) Actively link workforce development efforts with economic development efforts throughout the Salinas Valley region.

g) Facilitate the planning process and implementation of workforce solutions that address workforce challenges in the target sector; develop and implement plans for sustainability of the sector partnerships and its workforce solutions.

h) Document and share the work of the Sector Intermediaries and its constituent members with key stakeholders throughout the Salinas Valley region, including city leadership, employers, government agencies, the media, and current and potential partners.

i) Report progress regularly and participate in data collection and evaluation activities for the industry sector.

ARTICLE III

INTERMEDIARY PROGRAM FINANCING

A. The term of this MOU shall be from its Effective Date through June 30, 2019.

B. CITIES shall provide funding to HARTNELL for the administration of the Intermediary Program, as follows:

1) For FY 16-17, CITIES shall authorize the allocation of \$130,611.25 remaining from operations of the Salinas Valley Enterprise Zone for operations of the Intermediary Program. Upon receipt of this authorization, the City of Salinas shall remit this amount to Hartnell College no later than January 31, 2017, provided that the following conditions have been met:

a) All CITIES and HARTNELL have committed themselves to this MOU; and

b) HARTNELL has diligently pursued implementation of the Intermediary Program, including the hiring of Intermediary Staff.

2) For FY 17-18 and FY 18-19, CITIES shall contribute funding towards this effort by remitting to HARTNELL an amount equal to \$0.75 per person for

each fiscal year. This amount shall be payable to HARTNELL on or before August 31 of each fiscal year.

- 3) For purposes of this Section, the number of “persons” in each CITY shall be deemed to be the total population for the jurisdiction as defined by the most recent American Community Survey 5-Year estimates available on the Census Bureau website (presently www.census.gov) as of April 1 of the preceeding year (e.g. the figures used for FY 17-18 would be equivalent to the most recent estimates available on April 1, 2017). For the City of Soledad, the population presently incarcerated at Salinas Valley State Prison and Correctional Training Facility shall not be counted as “persons.” The total number of “persons” in the City of Soledad shall be calculated as described above, except that the population of Census Tract 109 shall be deducted from the total.

- C. HARTNELL shall direct the expenditures of funds received so as to best effectuate the direction of the Intermediary Advisory Board.

ARTICLE IV

CITY OVERSIGHT

- A. An Intermediary Advisory Board comprised of a representative from each CITY shall review ongoing program activities and make policy recommendations. The Advisory Board shall meet at least quarterly to review intermediary activities and provide policy direction.

ARTICLE V

TERMINATION

- A. This MOU shall terminate once any of the following occur:
 - a. HARTNELL and/or a majority of CITIES agree to terminate this MOU with a minimum of 30 days written notice; or

- b. The MOU reaches its natural termination date and is not renewed. This MOU may be renewed only upon the mutual written consent of all the parties.
- B. In the event of termination, HARTNELL shall, at the request of the Intermediary Advisory Board, return any unspent monies to the CITIES, prorated for their past financial contributions.

IN WITNESS WHEREOF, parties hereto have caused this MEMORANDUM OF UNDERSTANDING to be executed by their duly authorized representatives as of the date set forth above.

HARTNELL COMMUNITY COLLEGE DISTRICT
A Community College District of the State of California

Dr. Willard Lewallen
Superintendent

CITY OF GONZALES
A Municipal Corporation of the State of California

Maria Orozco
Mayor

CITY OF GREENFIELD
A Municipal Corporation of the State of California

John Huerta
Mayor

CITY OF KING CITY
A Municipal Corporation of the State of California

Robert Cullen
Mayor

CITY OF SALINAS

A Municipal Corporation of the State of California

Joe Gunter
Mayor

CITY OF SOLEDAD

A Municipal Corporation of the State of California

Fred Ledesma
Mayor