

File Number: 19-810-R

Authorize The Freeholder Director To Execute The Memorandum Of Understanding Between The County Of Middlesex And The Middlesex County Workforce Development Board As It Relates To The Development, Implementation, And Integration Of A Seamless Workforce Development System For Customers Of Middlesex County, As Required Under The Workforce Innovation And Opportunity Act (WIOA) Of 2014, And For The Recertification Of The Workforce Development Board By The Governor

WHEREAS, pursuant to N.J.S.A. 40A:11-5(2), any contract or agreement may be made or entered into with, inter alia, the State or any municipality, thereof, without public advertising for bids; and

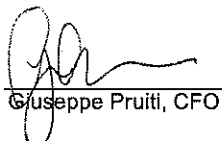
WHEREAS, the Middlesex County Office of Workforce Development advises that a Memorandum of Understanding has been prepared between the County of Middlesex and the Middlesex County Workforce Development Board to set forth the role and responsibilities of both parties as it relates to the development, implementation and integration of a seamless workforce investment system for customers of Middlesex County; and

WHEREAS, in order to comply with the Workforce Innovation and Opportunity Act (WIOA) of 2014, it is necessary to execute the Memorandum of Understanding between the County of Middlesex and the Middlesex County Workforce Development Board;

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Middlesex that the County shall be and is hereby authorized to enter into a Memorandum of Understanding with the Middlesex County Workforce Development Board to set forth the role and responsibilities of both parties as it relates to the development, implementation and integration of a seamless workforce investment system for customers of Middlesex County, as set forth above;

BE IT FURTHER RESOLVED that the Director of this Board shall be and is hereby authorized to execute said Memorandum of Understanding on behalf of the County of Middlesex and the Clerk of this Board shall be and is hereby directed to attest said Memorandum of Understanding and to affix thereto the corporate seal of the County of Middlesex.

BE IT FURTHER RESOLVED that the Clerk of the Board shall forward two certified copies of this resolution to the Middlesex County Office of Workforce Development.




Giuseppe Pruiti, CFO

6/10/2019

Approved as to form and legality



  
Nikki Athanasopoulos, First Deputy County Counsel 6/12/2019

  
Kenneth Armwood, Freeholder 6/21/2019

<b>RESULT:</b>	<b>ADOPTED BY CONSENT VOTE [UNANIMOUS]</b>
<b>MOVER:</b>	Blanquita B. Valenti, Freeholder
<b>SECONDER:</b>	Charles E. Tomaro, Freeholder Deputy Director
<b>AYES:</b>	Leslie Koppel, Kenneth Armwood, Charles Kenny, Shanti Narra, Charles E. Tomaro, Blanquita B. Valenti, Ronald G. Rios

I, Amy R. Petrocelli, Clerk of the Board of Chosen Freeholders of the County of Middlesex and State of New Jersey, do hereby certify that the above is a true copy of a resolution adopted at a meeting of the Board held on June 20, 2019

  
Amy R. Petrocelli, Clerk of the Board 6/21/2019





Workforce Development Board  
County of Middlesex

550 Jersey Avenue, New Brunswick, NJ 08901

Phone: (732)745-3601 Fax: (732) 745-4050

www.mcwdb.org

**Gabriel Lavigne**  
Chair

**Ronald G. Rios**  
Freeholder Director

**Kevin J. Kurdziel**  
Director

**WORKFORCE DEVELOPMENT BOARD AND CHIEF ELECTED OFFICIAL  
MEMORANDUM OF UNDERSTANDING**

This agreement entered into on this 1<sup>st</sup> day of May, 2019 between the County of Middlesex, a municipal corporation of the State of New Jersey located at 75 Bayard St., in the city of New Brunswick, the County of Middlesex, state of New Jersey, herein after "CEO" and the Middlesex County Workforce Development Board, a quasi-independent entity, created pursuant to the Workforce Innovation and Opportunity Act of 2014, located at 550 Jersey Avenue, in the city of New Brunswick, County of Middlesex, State of New Jersey, herein after "WDB".

The purpose of this agreement is to set forth the role and responsibilities of both parties as it relates to the development, implementation and integration of a seamless workforce development system for customers of Middlesex County.

The Parties to this agreement shall coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective roles and responsibilities.

**GOVERNANCE**

1. The parties have agreed that the Middlesex County Office of Workforce Development (MCOWD) shall provide the necessary staff to carry forth the policies, plan and budget recommendations of the Workforce Development Board. Employees shall be entitled to the extent feasible to similar rights, benefits and privileges of other county employees.
2. All appointments to the Middlesex County Workforce Development Board (WDB) must be approved by the Board of Chosen Freeholders prior to the individual serving on the Board.
  - a. Recommendations for WDB membership may be made to the Executive Director of the WDB by members of the Board of Freeholders, by business associations, by other WDB members, by individual businesses, unions or educational institutions, by WDB staff, and by One-Stop Partners.
  - b. All the membership requirements contained in both federal and state enabling legislation must be adhered to regarding membership on the WDB.
  - c. The Chief Elected Official of Middlesex County or his/her designee is an ex-officio member of the WDB.
3. The WDB shall assist in the recruitment and appointment of members to the various committees.
4. The CEO agrees that the WDB will use the designated process of the Act, with guidance from LWD to select the One-Stop Operator.

5. The WDB shall negotiate performance measures for the workforce investment system for presentation and approval by the Governor of the State of New Jersey.
6. The WDB membership shall conform to the county Code of Ethics for the purposes of conflict of interest conduct.

#### **FISCAL ACCOUNTABILITY**

The Board of Chosen Freeholders will serve as the Grant Recipient and designates the Office of Workforce Development as the fiscal agent for all federal and state funds directed to the WDB for workforce activities.

7. Upon receiving an official Notice of Award (NOA) from the state of New Jersey for either state or federal workforce funds for Middlesex County, a resolution will be requested by the MCOWD, acting on behalf of the WDB, which accepts the funds and designates the MCOWD as the fiscal agent responsible for the distribution and accounting of said funds.
8. Once the resolution has been adopted, the Fiscal Officer of the MCOWD, acting on behalf of the WDB, will drawdown the funds as needed to perform the required responsibilities of the awarded grant funds.
9. The disbursement of funds is solely the responsibility of the MCOWD as the MCOWD carries out the prescribed responsibilities as detailed in the Workforce Innovation and Opportunity Act of 2014. No other entity may expend or obligate any funds intended for the MCOWD.
10. Each program year (July 1 through June 30), the WDB will review and approve the Title I WIOA budget during the first meeting of the new program year.
11. The indirect cost share for county services provided to the MCOWD will be the amount determined by the outside agency hired by the county to determine indirect costs for all county departments. A breakdown of exactly what constitutes the indirect costs for the MCOWD will be given to the MCOWD when payment is requested each year.
12. All funds will be disbursed in accordance with all applicable county, state and federal regulations, including all purchasing and contracting activities and will meet the criteria of Allowable Costs for WIOA funds.
13. All accounting functions performed by MCOWD and its staff on behalf of the County of Middlesex or WDB, will be available at any time for review and audit by the county, the state and the federal governments.
14. Copies of all fiscal reports sent to the state of New Jersey will be provided to the county treasurer/comptroller, if such documentation is requested.

#### **MANAGEMENT/STAFFING**

15. All members of the WDB staff and of the MCOWD will be considered Middlesex County employees for purposes of hiring, terminations, payroll, and medical/prescription benefits. The MCOWD has an independent pension system, in which the WDB staff shall participate. Employees of the MCOWD or WDB do not participate in PERS, and therefore, no deductions will be taken for PERS contributions.
16. The MCOWD, in coordination with the WDB, shall provide all policymaking, planning and oversight in conjunction with the CEO for workforce activities under Title 1 of the WIOA of 2014.
17. The MCOWD, in consultation with the WDB, and based on the policies and procedures of the State of New Jersey, shall be responsible for the development of all activities, systems, procedures and evaluation mechanisms for the workforce system.
18. All lease arrangements, which impact the WDB staff, or for the space needs of the MCOWD will be the responsibility of the Department of Business Development and Education in Middlesex County.

19. All copies of reports requested by the federal and/or state governments for WDB activities will be shared with the Freeholder Director or the Freeholder liaison for the MCOWD. Upon a request by the Freeholder(s), the Executive Director of the WDB will provide a yearly report of activities and accomplishments to the public at a Freeholder meeting, or on a more frequent basis as needed.
20. A copy of the Annual Report of the WDB will be distributed to all members of the Board of Chosen Freeholders and the County Administrator.
21. The website of the WDB/MCOWD will reside on the Middlesex County website and all maintenance of said site is the responsibility of Middlesex County. Additionally, the Middlesex County WDB will also host a separate website for Board only content.
22. NJDLWD shall be responsible for all technological systems for the MCOWD/WDB as they pertain to the WIOA Title I programs. Middlesex County is responsible for technological systems which relate to administrative county.

#### **PLANNING AND POLICY DEVELOPMENT**

23. The MCOWD, in coordination with the WDB, shall provide all policymaking, planning and oversight in conjunction with the CEO for workforce activities under WIOA Title I.
24. MCOWD and the WDB, with the support of the Board of Chosen Freeholders, shall participate in regional activities or plans for labor market information, planning and delivery of services, whenever feasible.
25. MCOWD and the WDB shall participate in all economic development activities of the Board of Chosen Freeholders as funds allow.
  - a. The WDB will promote the participation of the private sector employers in the countywide workforce development system in order to assist such employers in meeting their hiring needs.
  - b. The WDB/MCOWD will assist with Middlesex County economic development planning to increase the numbers of self-sustaining jobs in our county.
  - c. The WDB shall develop and coordinate Middlesex County economic development strategies and employer linkages to carry out the workforce development activities under WIOA Title I.
26. The WDB is responsible for the development of the WIOA Regional and local Strategic Plan for Middlesex County workforce activities.

#### **CONTRACT/PROCUREMENT MANAGEMENT**

27. The WDB/MCOWD staff, with the One-Stop Operator, and consistent with WIOA and County Purchasing procedures, and public contract laws, shall procure when necessary and identify providers of adult and youth activities, career services and training programs.
28. The WDB/MCOWD staff, with the One-Stop Operator, shall solicit and negotiate contracts and/or purchases in accordance with county procurement policies.

#### **INDEMNIFICATION**

29. The parties shall mutually hold harmless, defend and indemnify each other, its Board, officials, employees, agents or volunteers from any and all claims for damages, personal injury, and property damages, including costs and attorney fees resulting in whole or in part from the parties, their Board,

officials, employees, agents or volunteers, acts (whether negligent or not), omissions, or activities and/or lack of performance under this agreement.

30. This agreement shall not be construed to limit, infringe or otherwise interfere with the WDB's or the CEO's ability to exercise other options available under the WIOA or the regulations.

**AMENDMENTS/ TERMINATION**

31. This agreement cannot be assigned and shall be subject to mutual modification or termination upon a 30-day prior written notice sent certified mail, return receipt requested, to the other party's respective address.

32. This MOU shall continue in effect until such time as mutually modified or terminated, but will be reviewed at least once every 3 years.

This agreement shall be effective upon both parties having mutually executed this document. The individuals signing below have the authority to commit the party they represent to the terms of this MOU, and do so commit by signing herein.

**ATTEST:**

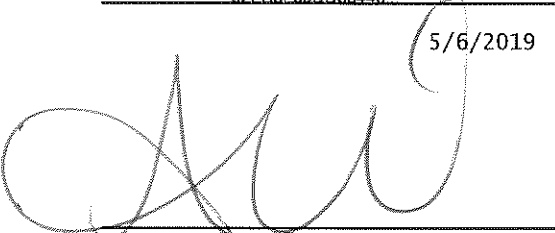
**SIGNATURE:**

DocuSigned by:

Melinda Walton


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5/6/2019



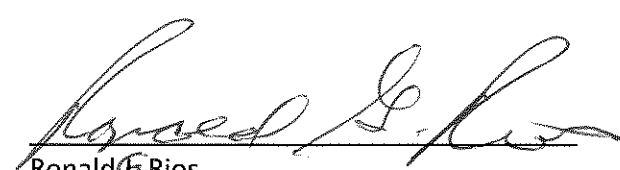
Amy R. Naples  
Clerk of the Board  
Middlesex County Board of Chosen Freeholders

DocuSigned by:



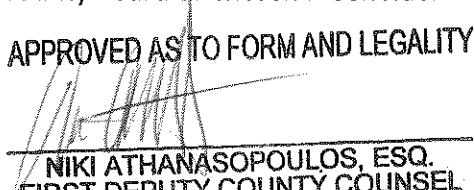
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Gabriel Lavigne, Chairperson  
Middlesex County Workforce Development Board



Ronald Rios  
Freeholder Director  
Middlesex County Board of Chosen Freeholders

APPROVED AS TO FORM AND LEGALITY

  
NIKI ATHANASOPOULOS, ESQ.  
FIRST DEPUTY COUNTY COUNSEL