

MEMORANDUM OF UNDERSTANDING
Between
SANTA BARBARA COUNTY WORKFORCE INVESTMENT BOARD
And
WORKFORCE RESOURCE CONSORTIUM

SECTION I. PURPOSE

This non-financial Memorandum of Understanding (MOU) is hereby entered into between the Santa Barbara County Workforce Investment Board (hereinafter referred to as WIB) and the Workforce Resource Consortium (hereinafter referred to as CONSORTIUM). The CONSORTIUM is comprised of the following organization: Allan Hancock College; California Employment Development Department; and County of Santa Barbara Department of Social Services. This MOU shall delineate the roles and responsibilities of both parties for the oversight and management of Santa Barbara County's Workforce Resource Center System, respectively. This MOU shall be effective July 1, 2008 and will be effective through June 30, 2010, with a two year optional renewal.

SECTION II. CONSORTIUM SERVICES/RESPONSIBILITIES

CONSORTIUM agrees to provide the following services and meet the following responsibilities as the "One-Stop Operator" of the Workforce Resource Center System in Santa Barbara County:

- A. Ensuring the effective management of the Workforce Resource Centers;
- B. Adherence to the mission of the Workforce Resource Center System as the primary delivery of workforce development services as defined in the Workforce Investment Act (WIA), attendant federal regulations, as well as applicable local policies developed by WIB;
- C. Provision of the scope of services required by WIA to be delivered in one-stop settings;
- D. Developing and maintaining current signed fiscal and programmatic Memoranda of Understanding, contracts and leases by all participating WRC partner agencies;
- E. Developing strategies to ensure employer use of WRC services over the period of this MOU;
- F. Developing strategies to ensure job-seeker services over the period of this MOU;
- G. Overseeing marketing activities to inform Santa Barbara County residents of WRC services;
- H. Seeking technology to link participating partners for the purpose of sharing participant information, thereby maximizing staff time and resources, and, assisting employers and job seekers to attain their workforce goals;
- I. Meeting or exceeding all established state-mandated WIA performance accountability indicators for Adults and Dislocated Workers for the program years encompassed by this MOU;

- J. Reviewing and analyzing the physical structure of Workforce Resource Centers to improve the WRC ability to serve employers and job seekers;
- K. Developing strategies to ensure the long-term sustainability of the WRC system;
- L. Providing regular reporting to the WIB on progress made in meeting the above services and responsibilities in formats devised by WIB and/or its committees;
- M. Cooperating in any local, state, and/or federal monitoring activities required pursuant to WIA requirements;
- N. Responding to all corrective action requirements/findings generated as a result of such monitoring activities;
- O. Developing and maintaining procedures and protocols for the conduct of WRC operations and provide training to WRC staff and partner agencies on such procedures and protocols;
- P. Submitting all required participant and fiscal data/reports to the State of California in formats acceptable to the State; and
- Q. Participating in a Quality Assurance Program in a manner and format to be defined by the WIB.

SECTION III. PRIMARY SITES FOR WORKFORCE RESOURCE CENTER ACTIVITIES

The primary locations for service delivery shall be as follows:

1. Workforce Resource Center
1410 So. Broadway
Santa Maria CA 93454
2. Workforce Resource Center
130 East Ortega Street
Santa Barbara, CA 93101
3. Other sites as Consortium may deem appropriate to extend services to employers and job seekers within Santa Barbara County.

SECTION IV. WIB RESPONSIBILITIES

WIB agrees to meet the following responsibilities in fulfilling its duties under WIA for oversight and evaluation of the Workforce Resource Center System in Santa Barbara County:

- A. WIB, through its designated committees and/or support staff, shall confer on a regular basis with CONSORTIUM representatives, to inform CONSORTIUM of applicable federal regulations and/or local policies for the conduct of the Workforce Resource Center System;
- B. WIB, through its designated committees and/or support staff, shall confirm the completion of current signed Memoranda of Understanding, contracts, and leases for all WRC partner agencies;

- C. WIB, through its designated committees and/or support staff, shall provide CONSORTIUM with current information about state-mandated WIA performance measures and any changes to those standards as may be formulated by the State of California;
- D. WIB reserves the right to impose its own locally-developed performance measures for its evaluation of the Workforce Resource Center System, in addition to those mandated by the State of California;
- E. WIB, through its support staff, shall provide CONSORTIUM with sufficient notice of monitoring activities to allow CONSORTIUM to prepare for such monitoring in an organized manner. WIB shall provide no less than five-(5) calendar days' notification for the purpose of monitoring activity preparation.
- F. WIB, through its committees and/or support staff, shall provide formats for the submission of reports to WIB to ascertain progress made by CONSORTIUM in meeting its ongoing responsibilities as the Workforce Resource System Operator; and
- G. Based upon its evaluation of the success or lack thereof by CONSORTIUM in operating the Workforce Resource System, WIB shall, no later than March 31, 2007, recommend and authorize the renewal of the CONSORTIUM as the Workforce Resource System Operator or that other Workforce Resource System Operator(s) be designated after a formal bidding procurement process has been undertaken.

SECTION V. INDEMNIFICATION

The WIB shall defend, indemnify and hold the CONSORTIUM, its individual member organizations, its officers, employees and agents harmless from and against any and all liability, loss expense, or claims arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from negligent or intentional acts or omissions of the WIB, its officers, agents or employees.

The CONSORTIUM shall defend, indemnify, and hold the WIB, its officers, employees and agents harmless from and against any and all liability, loss, expense, or claims arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the CONSORTIUM, its individual member organization, its officers, agents or employees.

SECTION VI. DISPUTE RESOLUTION

Any dispute/disagreement arising from this MOU shall first be addressed and resolved at the lowest staff level between the appropriate representatives. If the issue cannot be resolved at this level, it is to be elevated to direct discussions between WIB, or its designated committee members, and CONSORTIUM membership.

SECTION VII. AMENDMENTS

Should either WIB or CONSORTIUM desire to revise or add any significant provision to this MOU, such change shall be made a part of this MOU by written agreement by the authorized representatives of both parties after a formal vote by both entities.

SECTION VIII. NONDISCRIMINATION

The undersigned affirms that it shall not discriminate against any person, in any aspect of services or other participation, on the basis of race, color, ancestry, religion, gender, marital status, national origin, ethnic identification, age, sexual orientation, mental or physical disability or status as a veteran of the United States Armed Forces.

SECTION IX. TERMINATION

This MOU may be terminated by either party upon thirty-(30) day's written notice to either Chair of the WIB or Representative of CONSORTIUM, as appropriate.

SECTION X. TERM

This MOU shall become effective July 1, 2008 and continue in effect to and including June 30, 2010, with a two year optional renewal.

CHAIRPERSON
SANTA BARBARA COUNTY
WORKFORCE INVESTMENT BOARD

Date

ALLAN HANCOCK COLLEGE
CONSORTIUM MEMBER

Date

EMPLOYMENT DEVELOPMENT DEPARTMENT
CONSORTIUM MEMBER

Date

COUNTY OF SANTA BARBARA
DEPARTMENT OF SOCIAL SERVICES
CONSORTIUM MEMBER

Date