



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

A-22

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: Social Services
Department No.: 044
For Agenda Of: 04/21/09
Placement: Administrative
Estimated Tme:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: Department Kathy Gallagher, 681-4451
Director
Contact Raymond L. McDonald, 681-4446

SUBJECT: Workforce Investment Act Local Plan Modification Update

County Counsel Concurrence

As to form: N/A

Auditor-Controller Concurrence

As to form: N/A

Other Concurrence:

As to form: N/A

Recommended Actions:

That the Board of Supervisors: Approve submission of the Workforce Investment Act (WIA) Five-Year Plan modification for 2009-10 as required by State directive.

Summary Text:

Santa Barbara County is required to submit a Local Plan Modification of the existing Five-Year Plan for its local Workforce Investment Area by State Directive WSD08-05. Also required is an opportunity for members of the Local Board and the public, including representatives of business and labor organizations to make comment through a public hearing which was conducted on February 27, 2009.

The modifications to the County's Five-Year plan include: 1) an up-dated discussion on the One-Stop delivery system, speaking to partnerships and evaluation; 2) an up-date on the Youth Programs and activities; 3) an up-date on the (state-imposed) Administrative Requirements including adding more Labor Representatives to the WIB; 4) up-dated budget plan, participant plan, and performance measurements as negotiated with the State; 5) copies of the Memorandums of Understanding (MOUs) for the One-Stop Partners; and, 6) the revised Grant Recipient Listing, reflecting the changes in personnel from the last modification.

Background: Submission of this modification and plan update is mandated for all Workforce Investment Areas in the State. The original plan approved by the County Board of Supervisors has been posted on the County's website and has been available since March 2000.

Performance Measure: N/A

Fiscal and Facilities Impacts: N/A Budgeted: Select_Budgeted N/A

Fiscal Analysis:

N/A

Funding Sources	Current FY Cost:	Annualized On-going Cost:	Total One-Time Project Cost
General Fund			
State			
Federal			
Fees			
Other:			
Total	\$ -	\$ -	\$ -

Narrative:

Staffing Impacts:

Legal Positions:

FTEs:

Special Instructions:

Upon execution by the Chair, please return two (2) originally signed agreements and one (1) copy of the minute order, attention: Raymond L. McDonald, WIB Executive Director, Department of Social Services, 234 Camino del Remedio, Santa Barbara.

Attachments:

Three (3) copies of the original Workforce Investment Area Local Plan, and the current Modification, for Program Year 2009-2010.

Authored by:

Raymond L. McDonald, WIB Executive Director, 681-4446

WIA Local Plan Modification PY 2008-09

Modification # _____

LWIA: Santa Barbara County

Date: 04/01/2008

Budget, Participant, and Performance Forms

SIGNATURE PAGE

This local plan represents the Santa Barbara County Workforce Investment Board's efforts to maximize and coordinate resources available under Title I of the Workforce Investment Act (WIA) of 1998.

This local plan is submitted for the period of April 1, 2008 through June 30, 2009 in accordance with the provisions of WIA.

Local Workforce Investment Board Chair



Signature

Patricia Manfredonia

Name

Chair

Title

Date

Chief Elected Official

Signature

Joe Centeno

Name

Chair, Santa Barbara Board of
Supervisors

Title

Date

**Workforce Investment Area
Local Plan Modification
Program Year 2008–09
(Budget, Participant, and Performance Forms)**

LWIA: Santa Barbara County

Submitted on: March 10, 2009

Contact Person: Raymond L. McDonald, Executive Director

Contact Person's Telephone Number: (805) 681-4446

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WIA Local Plan Modification PY 2008-09

Modification # _____

LWIA: Santa Barbara County

Date: 07/01/2008

Budget, Participant, and Performance Forms

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II. Local Vision and Goals	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
III. Labor Market Analysis	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
IV. Leadership	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
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3. Negotiated Levels of Performance Chart	<u>Required</u>		<u>1 of 2</u>
4. Copies of all MOUs for Each One-Stop	<u>Required</u>		<u>2 of 2</u>
5. Public Comments of Disagreement	<input type="checkbox"/>	<input type="checkbox"/>	_____
6. LWIA Grant Recipient Listing	<u>Required</u>		<u>1 of 1</u>

7. Other Submittal(s)



EXECUTIVE SUMMARY

Enclose a brief summary, not more than two pages, of the five-year strategic local plan that gives a general overview of the proposed local workforce investment system. Include a description of how the system looks today, and how it will change over the five-year plan period. Include a discussion of the local board's economic and workforce investment goals and how the local system will support these goals.

I. PLAN DEVELOPMENT PROCESS

WIA gives states and local areas a unique opportunity to develop employment and training systems tailored specifically to state and local area needs. The local plan is only as effective as the partnership that implements it. The plan should represent a collaborative process among the Chief Elected Official and the local system partners. This collaboration will create a shared understanding of the local area's workforce investment needs, a shared vision of how the local workforce investment system can be designed to meet those needs, and agreement on the key strategies to achieve this vision. This collaborative planning at all stages should drive local system development, create strategies for improvement, and provide the opportunity for stakeholder and public participation, review and comment.

In this section, describe the plan development process, including comments received during the public comment period that were incorporated within the plan. [WIA Section 118(a) and (c)(1)]

(Please note: we recognize that local areas are required to develop various related local plans and we encourage you, whenever feasible and appropriate, to use planning information that has already been developed. However, the data you use must be accurate and current.)

A. What was the role of the Chief Elected Official in developing the plan? [WIA Section 118(a)]

B. What local workforce investment board, transition board or existing body had oversight for the development of this local plan? If there was no such body, how will you create a responsible entity? [WIA Section 117(d)(4)]

C. Describe the process used to provide an opportunity for public comment, including comment by the Chief Elected Official; the local workforce investment board and youth council; other local governing bodies; educators; vocational rehabilitation agencies; service providers; community-based organizations; and migrant seasonal farm worker representatives. Describe the process used to get input for the plan prior to submission. [WIA Section 118(c)(1) and (b)(7)]

D. How were comments considered in developing the local WIA plan? [State Planning Guidance I B., and WIA Section 112(b)(9)]

E. Describe the method used to make copies of the local plan available through public hearings and through other means e.g., local news media and the Internet. [WIA Section 118(c)(2)]

F. What other organizations were involved in the development of the local plan? How were they involved?

II. LOCAL VISION AND GOALS

The federal *Planning Guidance and Instructions for Submission of the State's Strategic Five-Year Plan* indicates that "a vision creates organizational alignment around a picture of a transformed future. It propels the organization toward achieving difficult but attainable strategic goals. Vision drives systematic improvements and produces outcomes. It is dynamic, not static."

In this section, identify your broad strategic economic and workforce development goals (e.g., "All people who want to work can find jobs. There will be a growing number of business start-ups. Fewer people will rely on welfare assistance.") Include information on how the local plan is consistent with the State plan and describe how the local workforce investment system supports the shared vision in the attainment of your goals. In addition, describe your local strategies based on your local board's vision for business services and lifelong learning.

A. What is your vision for your local workforce investment system, and how will your system appear at the end of the five-year period covered by this plan? [State Planning Guidance II A., and WIA Section 117(d)(1)]

Some specific questions that may be considered are:

1. How will your local system integrate services over the next five years? [WIA Section 117(d)(1) and 118(a)]
2. What programs and funding streams will support service delivery through the One-Stop system? [WIA Section 121(b)(1)(B)]

3. Typically, what information and services will be provided and how will customers access them? How will the goal of universal access be achieved? [Title 20 Code of Federal Regulations (Title 20 CFR) Part 652, et al., Interim Final Rule (I)(A), State Planning Guidance II.A. bullet 3]
4. How will Wagner-Peyser Act and unemployment insurance services be integrated into the local system? [WIA Section 121(b)(1)(B)(xii)]
5. How will the youth programs be enhanced to expand youth access to the resources and skills they need to succeed in the State's economy? [WIA Section 111(d)(2) and 112(a)]

WIA Section 118 requires local plans to be consistent with the State Plan. In addition to California's Principles and Strategic Goals (WIAB99-2, *Local Plan Instructions and Forms*, page 3), please include strategies that reflect the Governor's four key priorities for California's public workforce system. The key priorities were not included in the *Initial/Supplemental Planning Narrative* pages or the *One-Year Extension for Program Year 2005–06*. They were introduced in the *Guidance for Local Plan Modifications for PY 2006-07*, via *Addendum*, item A. They are now listed below as follows:

The Governor's four key priorities for California's public workforce system:

- Understanding and Meeting the Workforce Needs of Business and Industry in order to prepare Workers for 21st Century Jobs
- Targeting Limited Resources to Areas Where They Can Have the Greatest Economic Impact
- Collaborating to Improve California's Educational System At All Levels
- Ensuring **the Accountability of Public and Private Workforce Investments**

B. Describe how your local vision and workforce development strategy is consistent with the Governor's workforce development priorities. [WIA Section 118(a)]

The California Workforce Investment Board (State Board) adopted vision statements regarding business services and lifelong learning that were not included in the *WIA Initial/Supplemental Planning Narrative* pages or the *One-Year Extension for Program Year 2005–06*. They were introduced in *Guidance for Local Plan Modifications for PY 2006-07*, via *Addendum*, item B. They are now listed below as follows:

The State Board vision statements:

- The One-Stop System, in collaboration with the economic development community, partners with California's business to provide best-in-class local services to business to support job retention and growth.

- The vision for lifelong learning, in the context of workforce development, is to enable current and future workers to continually acquire the knowledge, skills, and abilities required to be successful in the workplace.

C. Provide a description of your local strategies, based upon your local board's vision for business services, to improve the services to employers, and include in your description [WIA Section 118(b)(10)]:

1. Your vision and strategic planning efforts for business services.
2. How you use industry partnerships and other employer contacts to validate employer needs.
3. What actions the local board has taken, or plans to take, to ensure that local business services are not redundant and coordinated with partner programs such as Wagner-Peyser and Economic Development Corporations.
4. How the local board measures the satisfaction of business services and how the data are used to improve services.

D. Describe how the local board is addressing lifelong learning in the context of workforce development, through collaborative policy and planning. Specifically, describe how the local board will improve and promote access to lifelong learning in the next year. Include existing or planned efforts to leverage resources with local lifelong learning partners, including business and education.

E. Identify organizations involved in the development of your local vision and goals.

III. LABOR MARKET ANALYSIS

The *Planning Guidance and Instructions* requests information on key trends expected to shape the economic environment during the next five years, including the implications of these trends in terms of overall employment opportunities by occupation; key occupations; the skills needed to attain local occupational opportunities; growth industries and industries expected to decline, customer demographics, and the sources of data used to gather this information. Where appropriate, identify any regional economic development needs and describe how the local area will be involved in them.

In this section identify the needs of businesses, job training, and education seekers, economic development professionals, and training providers in your workforce investment area. Are these the same or different than those present in the previous service delivery area(s)? If different, how can the needs be better met by the new, local workforce investment system? To complete this section, answer the following questions.

A. What are the workforce investment needs of businesses, job-seekers, and workers in the local area? [WIA Section 118(b)(1)(A)]

B. How will the needs of employers be determined in your area? [State Planning Guidance IV.B.6]

C. What are the current and projected employment opportunities in the local area? [WIA Section 118(b)(1)(B)]

D. What job skills are necessary to obtain such employment opportunities? [WIA Section 118(b)(1)(C)]

IV. LEADERSHIP

As stated in the *Federal Register* of April 15, 1999, "The Department [of Labor] believes that changing from the existing JTPA Private Industry Councils to local workforce investment boards is essential to the reforms of WIA [Interim Final Rule §661.305]. The Department [of Labor] strongly encourages all eligible areas to create new, fully functional local boards as early as possible, and is committed to providing assistance to facilitate such changes."

In this section describe how authority will be exercised by the local workforce investment board. [WIA Section 117(b)(3) and (d)(1)]

A. If an interim board was responsible for development of this plan, how will the plan and authority to oversee its implementation under WIA Section 117(d)(4) be transferred to the new local workforce investment board?

B. What circumstances constitute a conflict of interest for a local board member, including voting on any matter regarding provision of service by that member or the entity that s/he represents, and any matter that would provide a financial benefit to that member? [WIA Section 117(g)(1)(2)]

C. How will the local board provide a leadership role in developing policy, implementing policy, and oversight for the local workforce investment system? [WIA Section 117(d)(4)] Include in this discussion a description of your local board composition and how it meets the membership criteria set forth in the California Unemployment Insurance Code (CUIC) Section 14202.

D. How will the local board assure the local system contributes to the achievement of the State's strategic goals? [WIA Section 118(a)]

E. How will the local board meet the requirement that neither the local board nor its staff provide training services without a written waiver from the Governor? [WIA Section 117 (f)(1)(A) and (B)]

1. If the local board plans to provide training services, describe which service. If a waiver is to be sought, a request for Waiver of Training Prohibition must be submitted for each specific training program.

F. How will the local board assure that the public (including persons with disabilities) have access to board meetings and activities including local board membership, notification of meetings, and meeting minutes? [WIA Section 117(e)]

V. LOCAL ONE-STOP SERVICE DELIVERY SYSTEM

The cornerstone of the new workforce investment system is One-Stop service delivery, which makes available numerous training, education and employment programs through a single customer-focused, user-friendly service delivery system at the local level. The One-Stop system must include at least one comprehensive physical center in each local area that must provide core services and access to programs and services of the One-Stop partners. The system may also include a network of affiliated One-Stop sites and specialized centers that address specific needs.

In this section describe how services will be coordinated through the One-Stop service delivery system. Additional required elements were introduced in *Guidance for Local Plan Modifications for PY 2006-07*, via Addendum items C 1-4. These elements are now incorporated into Section V, Boxes C, F, M and R. Also, include as applicable in boxes A through S, any changes to the One-Stop delivery system as a result of the State's replacement of the statutory performance measures specified in WIA Section 136(b)(2) with the common performance measures defined in Training and Employment Guidance Letter (TEGL) 17-05.

A. Describe the One-Stop delivery system in your local area. [WIA Section 118(b)(2)] Include a list of the comprehensive One-Stop centers and the other service points in your area.

Comprehensive One-Stop centers and the other service points in your area:

B. Describe the process used for selecting the One-Stop operator(s) [WIA Section 121(d)(2)(A)] including the appeals process available to entities that were not selected as the One-Stop operators. [Interim Final Rule § 667.600 (b)(1)] Also, include the local board's policy regarding its selection of One-Stop operator(s), annual review of operations, and termination for cause. [CUIC Section 14206(d)]

In regard to CUIC Section 14206(d) requiring LWIBs to "Select one-stop operators, with the agreement of the local chief elected official, annually review their operations, and terminate for cause the eligibility of such operators":

At inception of the Workforce Investment Act in Santa Barbara County, the local chief elected official (Board of Supervisors) and LWIB developed the model for operation of the One-Stops (Workforce Resource Centers). They are managed under MOU with the LWIB by the *Workforce Resource Center Consortium*, which is comprised of Executive/Management level representatives from EDD Job Services, the Department of Social Services, and Allan Hancock Community College. The Consortium operates the One-Stops through the WIA/WRC System Manager

The MOU includes a termination-for-cause clause, as well as an annual review of operations. The annual review consists of a self-appraisal by the Consortium, as well as evaluation by the Program Review Sub-Committee of the WIB, with final recommendation going before the full WIB. Evaluation is based on a number of satisfactory indicators, such as positive outcomes to all EDD/CRD program and fiscal monitoring and County Single Audits, successful outcomes related to State and County Performance Measures, customer satisfaction, etc. Based upon its evaluation of the success or lack thereof of the Consortium in operating the Workforce Resource System, the LWIB shall recommend to the Board of Supervisors that the Consortium be renewed 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.

C. Are each of the required WIA partners included in your One-Stop delivery system? How have they contributed to your planning and implementation efforts? If any required partner is not involved, explain the reason. [WIA Section 117(a)(2)(A)]

D. How will services provided by each of the One-Stop partners be coordinated and made available in the local One-Stop system? [WIA Section 121(c)(2)]

E. What is your plan for delivery of core and intensive services? [WIA Section 117(f)(2)]

F. What is your plan for administering Individual Training Accounts (ITAs) as defined in WIA Section 134(d)(4)(G), including any limitations you plan to impose on ITAs established in your area. If your local board is providing training services that are

made as exceptions to the Individual Training Account process, describe the process you used to procure and justify these exceptions. This process must include a 30-day public comment period for interested providers. [Title 20 CFR Part 661.350(a)(5) and (10) and 663.430(a)] In addition, include the local board's policy addressing the amount and duration of ITAs based on market rate for local training programs. [CUIC Section 14206(h)]

In regard to CUIC Section 14206(h) requiring each LWIB to "Develop local policy on the amount and duration of individual training accounts based on market rate for local training programs":

The maximum allowable cost of an Individual Training Account is currently set at \$5,000.00, with an additional maximum of \$1,000 in allowable Supportive Services. All training is expected to be completed within a 2-year timeframe. This policy was voted on and adopted by the LWIB upon recommendation from WIA staff, based upon market rates and funding allocations. The LWIB has established a Program Sub-Committee who will be tasked, among other items, with a complete a review of current market rates and labor pool needs to determine if any modification to the allowable ITA amount and/or duration should be recommended to the full WIB.

G. Describe how the WIA funds will be used to leverage other federal, State, local and private resources. How will these coordinated and leveraged resources lead to a more effective local system that expands the involvement of business, employers and individuals? [State Planning Guidance IV.B.3. and WIA Section 112(b)(10) and 121(c)(2)(A)(ii)] Include a brief discussion if your local board has entered into an agreement with another area (including another local board that is a city or county within the same labor market) to pay or share the cost of educating, training, or placing individuals participating in programs assisted under Title I of WIA, including provision of supportive services, provide copy of your approved agreement. [WIA Section 195(3)(B)]

H. Describe how the local system will meet the needs of dislocated workers; displaced homemakers; low-income individuals such as migrant and seasonal farm workers; public assistance recipients; women; minorities; individuals training for non-traditional employment; veterans; individuals with multiple barriers to employment; older individuals; people with limited English speaking ability; and people with disabilities. [State Planning Guidance IV.B.5. and WIA Section 112(b)(17) and Section 118(b)(4)]

I. When allocated adult funds are limited, what criteria will you use to determine and ensure priority of service to recipients of public assistance and other low-income individuals for receiving intensive and training services? [WIA Section 134(d)(4)(E) and 118(b)(4)]

Q. What rapid response assistance will be available to dislocated workers and employers and who will provide them? [WIA Section 118(b)(4)(5) and State Planning Guidance IV B.13.c.]

J. How will the local system assure non-discrimination and equal opportunity, as well as compliance with the Americans with Disabilities Act? [WIA Section 188(a)(2) and State Planning Guidance IV B.4.]

K. Describe how employer services (e.g. systems to determine general job requirements and job listings, including Wagner-Peyser Act services) will be delivered through the One-Stop system in your area. [State Planning Guidance IV.B.7]

L. What reemployment services will you provide to Worker Profiling and Reemployment Service claimants in accordance with Section 31 (e) of the Wagner-Peyser Act? [State Planning Guidance IV B.7. and WIA Section 121(b)(1)(B)(ii)]

M. What local policies and strategies are in place to ensure that, pursuant to the Jobs for Veterans Act (P.L.107-288)(38 USC 4215), priority of service is provided to veterans (and certain spouses) who otherwise meet the eligibility requirements for all employment and training programs funded by the Department of Labor, in accordance with the provisions of TEGL 5-03 (9/16/03)? Include in your discussion how this policy is shared with all of the One-Stop Career Center partners and if/how you conduct outreach to veterans and veteran organizations to encourage use of One-Stop Career Center services. How will you ensure that veterans receive priority in the local One-Stop system for Wagner-Peyser funded labor exchange services? [State Planning Guidance IV.B.9. and WIA Section 121(b)(1)(B)(ii)]

N. What role will Veterans Workforce Specialists and Veteran Employment Service Specialist (VWS/VSSS) have in the local One-Stop system? How will you ensure adherence to the legislative requirements for veterans' staff? [State Planning Guidance IV.B.10., 322, 38 USC Chapter 41 and 20 CFR Part 1001-120]

O. How will you provide Wagner-Peyser Act-funded services to the agricultural community—specifically, outreach, assessment and other services to migrant and seasonal farm workers, and services to employers? How will you provide appropriate services to this population in the One-Stop system? [State Planning Guidance IV B.11.]

P. How will the local board coordinate workforce investment activities carried out in the local area with the statewide rapid response activities? [WIA Section 118(b)(5) and State Planning Guidance IV.B13.b]

R. How will your local board ensure continuous improvement of eligible providers of services through the system and ensure that such providers meet the employment needs of local employers and participants? [WIA Section 118(b)(2)(A)] Describe and assess the adult and dislocated worker employment and training services that will be available in your local area. [WIA, Section 118 (b)(4)(5)] In addition, include the local board's policy regarding training services available to adult and dislocated workers who have met the requirements for intensive services, have been unable to obtain or retain employment through those services, and have been determined to be in need of training. [WIA Section 134(d)(4)(A)(iii), Title 20 CFR Part 663.310(c) and CUIC Section 14230(a)(5)]

In regard to CUIC Section 14230(a)(5) stating that training services shall be made available to individuals who, among other criteria, "have selected a program of services directly linked to occupations in demand in the local or regional area":

It is the LWIB policy that individuals may select a program of services/training that will result in occupational readiness for jobs in demand in the local or regional area. The County of Santa Barbara is geographically situated in such a way that a significant number of its residents commute either south from Santa Barbara to Ventura County, or north from Santa Maria to San Luis Obispo County. This 3-county region is considered the "local" area. Additionally, however, local policy allows for individuals to select a program of services/training that will lead to occupational readiness for jobs in demand outside the geographic area. This determination is based on verification of such occupational demand, and the clear statement of willingness and intent by the jobseeker to relocate to the area of demand.

S. MEMORANDUM OF UNDERSTANDING:

WIA requires that a Memorandum of Understanding (MOU) between the local board and each of the One-Stop partners concerning the operation of the One-Stop delivery system be executed. A copy of each MOU must be included with the plan modification. [WIA Section 118(b)(2)(B)]

The MOU may be developed as a single umbrella document, or as singular agreements between the partners and the board. The MOUs should present in concrete terms, member contributions and the mutual methodologies used in overseeing the operations of the One-Stop career center system.

1. The MOU must describe: [WIA Section 121(c)(1)(2)(A)(B) and CUIC Section 14230(d)]
 - a. What services will be provided through the One-Stop system.
 - b. How the costs of services and operating costs will be funded, including cost-sharing strategies or methodologies.
 - c. What methods will be used for referral of individuals between the One-Stop operator and partners?

- d. How long the MOU will be in effect.
 - e. What procedures have been developed for amending the MOU?
 - f. Other provisions consistent or as deemed necessary by the local board.
 - g. The local board's policy for identifying individuals who, because of their skills or experience, should be referred immediately to training services.
2. Identify those entities with who you are in the process of executing an MOU. Describe the status of these negotiations. [Interim Final Rule §662.310(b)]
 3. What process will the local board use to document negotiations with One-Stop partners who fail to participate or sign an MOU? How will you inform the state board when negotiations have failed? [Interim Final Rule §662.310(b)]

In regard to CUIIC Section 14230(d) requiring each LWIB to “develop a policy for identifying individuals who, because of their skills or experience, should be referred immediately to training services”:

LWIA policy dictates that individuals who, based on skills, experience, or progressive services provided by partner agencies, are prepared to enter directly into training services may be referred immediately to those services. Identification of these individuals may be made in a number of ways. Recently dislocated workers with training and experience in one field may easily be retrained in a related, demand field; underemployed or unemployed individuals may have significant past education and/or training which may be built upon to complete a reasonable course of training. These individuals may be identified as a result of a Rapid Response presentation, or in the intake assessment process, and fast-tracked directly into training services. In many cases partner agencies make referrals of clients to the WIA program specifically for the purpose of immediate training services. Agencies such as the Department of Social Services, CalWORKS program and the State Department of Rehabilitation are two such agencies. Because of the high level of case management services provided by these agencies, many of their clients have progressed through intensive services and are prepared to enter training. In these referrals, individuals are co-enrolled in the WIA program for the purpose of providing those training services. In this way the two partner agencies can build upon each other's strengths and services and leverage available funding. These referrals, as outlined in program MOUs, are made by a number of methods, including standardized One-Stop Partner Referral Form, email, telephone discussions, as well as face-to-face case-staffing conferences between partner staff. The One-Stop System in Santa Barbara County LWIA has only one Comprehensive Center and one Affiliate Center, and primary partners are co-located either permanently or on an itinerant basis. This allows for personal contact and effective referral and follow-up processes.

VI. YOUTH ACTIVITIES:

As a way to connect youth to workforce investment resources, WIA requires youth programs to be connected to the One-Stop system. WIA requires improved youth

opportunities and Youth Councils to be part of local workforce investment systems. Youth councils have authority to develop the youth-related portions of the local plans, to recommend youth service providers to the local boards, to coordinate youth services, and to conduct oversight of local youth programs and eligible providers of youth programs.

In this section describe the strategies and tactics to develop a comprehensive service delivery system for eligible youth, and discuss how that system will be coordinated through the One-Stop system.

A. Describe your local area's efforts to construct a youth council, and what the role(s) of the Youth Council will be. [WIA Section 117 (h)(1)(2)(3)(4)]

B. How will youth services be connected with your One-Stop delivery system? [Interim Final Rule § 664.700]

C. Describe how coordination with Job Corps, Youth Opportunity Grants, and other youth programs in your local area will occur, e.g. School-to-Career. [WIA Section 112(b)(18)(C) and 117(h)(2)(vi), and State Planning Guidance, IV B. 15.]

D. Describe your area's eligible youth population and needs in general. Describe and assess the type and availability of youth activities in the local area. Include an identification of successful providers of such activities. [WIA Section 118(b)(6)]

E. What is your local area's strategy for providing comprehensive services to eligible in-school and out-of-school youth, including any coordination with foster care, education, welfare, and other relevant resources? Include any local requirements and activities to assist youth who have special needs or barriers to employment, including those who are pregnant, parenting, or have disabilities. [WIA Section 112(b)(18)(A), Interim Final Rule §664.400, and State Planning Guidance, IV B. 14]

F. Describe how your local area will meet the Act's provisions regarding the required youth program design elements: [WIA Section 129(c)(2)(A) through (J)] In addition, please discuss how your local area's youth program design has been modified as a result of the State's move toward common performance measures and its effect on meeting program accountability requirements. [WIA Section 136(b)(2) and TEGl 17-05]

Every WIA Youth Contractor in Santa Barbara County currently operates a WIA youth program that specifically addresses how their program will deliver the 10 WIA youth elements per [WIA Section 129(c)(2)(A) through (J)] . Additionally, each

contract describes their program design and specific strategy to meet the Youth Common Measures. Below are the specific questions that were addressed during the RFP process:

Section III – Program Design (Maximum 50 points)

Describe the areas of the county you propose to serve.

Describe each component of the program design; for example, orientation, determination of eligibility, your objective assessment and testing process, referral process, intensive case management, development and maintenance of the Individual Services Strategy (ISS); how (and by whom) literacy and numeracy skills will be provided, other education services, counseling, and training leading to WIA-approved certifications, etc; provision of supportive services, and service delivery for follow-up services.

Outline your plan to provide each of the 10 WIA Elements.

Describe the specific service delivery and design of your proposed program in relation to each of the services as listed below, including any unique areas of your proposed program design and note if these will be provided directly by the applicant or through a partner agency. Identify the main locations for all activities.

- Provide details on the services to be provided by the public school system to support your program.
 - Describe the specific partnerships between your program and community based organizations and educational institutions.
 - Provide details on services that will be offered to in-school youth during the school year, and separately, those that will be offered in the summer months and after school hours.
 - Describe strategies to re-connect and/or re-engage out-of-school youth into educational services as well as occupational skills development.
- SB Co WIA WIB Youth RFP April 2007 - 19 -
- Describe the academic instruction provided to youth. Include details on how diverse learning styles and academic abilities will be identified and accommodated.
 - Describe your approach to subsidized or supported employment as a strategy to keep youth engaged in their educational program.
 - Describe your employment development component, including staff resources dedicated to maintaining youth in jobs or training. How are these opportunities tied into the current job market?
 - Identify and describe the frequency and services that will be available to exited youth during the follow-up period.
 - Describe what type of assessments or tests will be utilized. Describe our use of tutors, volunteers, mentors and peers.
 - Describe the availability of public transportation and the ability of the youth to access it to participate in services.
 - Describe how individuals with disabilities will access your services and any support/accommodations you can offer to participants so they may access the program.
 - Describe the proposed bilingual capability of your service delivery plan,

including translation services if necessary.

- What type of coordination do you foresee with the Workforce Resource Centers and (for those in SB the Youth Employment Service)?

- Indicate any specific technical assistance, training, guidance or support you will need from the County to achieve program success.

Outline your marketing strategy to involve employers and businesses into your program. Provide labor market data and sources.

Section IV – Goals and Objectives (Maximum 30 points)

Complete the Enrollment and Cost Matrix (part of the narrative form) as follows:

- Part 1 – Participant information. In column (A) enter the total number of planned enrollments. In column (B) enter the number of participants enrolled during 2007-2008 and in column (C) enter the number that will be enrolled during 2008-2009.

In Part 2 a indicate the cost per participant during the program year; Part 2b indicate the cost per participant during the follow-up period.

- Part 2 – Complete the Performance Goals Matrix for the targeted at-risk youth population that the proposal will serve. Provide your estimated levels of performance for the performance measures. If projected performance is lower than the Santa Barbara County WIA Contractor Standard, provide an explanation.

- Part 3 – Describe your program strategy to achieve successful outcomes in the Placement in Employment or Education measure. Describe how you will ensure youth are participating in one of the following activities in the first quarter after exit: employment b) military c) post-secondary education d) advanced training/occupational skills training

SB Co WIA WIB Youth RFP April 2007 - 20 -

- Part 4 – Describe your program strategy to achieve successful outcomes in the Attainment of a Degree or Certificate measure. Describe your strategy for ensuring all youth achieve one of the following by the third quarter after program exit: a) High School Diploma b) GED c) Certificate.

- Part 5 – Describe your program strategy to achieve successful outcomes towards meeting successful outcomes in the Literacy/Numeracy Gain measure. Describe your process for providing literacy and numeracy training and for documenting and reporting the results of such training. (Applies only to OSY)

- Part 6 – Describe your program strategy to achieve successful outcomes in the Younger Youth Skill Attainment measure. Describe your process for providing services to ensure younger youth attain basic, work readiness or occupational skills. Responses to Part 3-Part 6 should include quantitative goals, which clearly mark participants' progress through the program.

Complete **RFP Form 4**, Enrollment, Exit, and Follow-up Plan. The purpose of this form is to demonstrate your organization's performance capacity in providing services to targeted youth and meeting performance targets for the period October 1, 2007 through September 30, 2010.

Questions 1-5 are intended to capture information that will assist the evaluation committee validate proposal projected performance when used with the data provided regarding planned enrollments, participant services, and anticipated exit flow.

1. Intake and Objective Assessment
2. Preparation for post-secondary educational opportunities
3. Strong linkages between academic and occupational learning
4. Preparation for unsubsidized employment opportunities
5. Effective linkages with intermediaries with strong employer connections
6. Alternative secondary school services
7. Summer employment opportunities
8. Paid and unpaid work experience
9. Occupational skills training
10. Leadership development opportunities

11. Comprehensive guidance and counseling

12. Supportive services

13. Follow-up services. [Interim Final Rule §664.450(a)(1) through (6)(b), and State Planning Guidance IV B.14.]

VII. ADMINISTRATIVE REQUIREMENTS

A. What competitive process will be used to award grants and contracts for youth services in your local area? [WIA Section 118 (b)(9), 112(b)(18)(B) and 123]

B. What competitive and non-competitive processes will be used at the local level to award grants and contracts for activities under Title I of WIA, including how potential bidders are being made aware of the availability of grants and contracts? [WIA Section 118(b)(9)]

C. What entity will serve as the local grant recipient and be responsible for disbursing grant funds as determined by the Chief Elected Official? [WIA Section 117(d)(3)(B)(i)(I)(II)(III) and 118(b)(8)]

D. What criteria will the local board use in awarding grants for youth activities, including criteria used by the Governor and local boards to identify effective and ineffective youth activities and providers? [WIA Section 112(b)(18)(B) and State Planning Guidance III B.1.f.]

E. What is your local area's definition regarding the sixth youth eligibility criterion, ("an individual who requires additional assistance to complete an educational program, or to secure and hold employment")? [WIA Section 101(13)(c)(vi)]

A. Youth Needing Additional Assistance is defined as youth who fit one or more of the following criteria:

- Have repeated at least one secondary grade level or are one year over age for grade;
- Have a core grade point average (GPA) of less than 1.5;
- For each year of secondary education, are at least two semester credits behind the rate required to graduate from high school;
- Are emancipated youth;
- Have aged out of foster care;
- Are previous dropouts or have been suspended five or more times or have been expelled;
- Are court/agency referrals mandating school attendance;
- Are deemed at risk of dropping out of school by a school official;
- Have been referred to or are being treated by an agency for a substance abuse related problem;
- Have experienced recent traumatic events, are victims of abuse, or reside in an abusive environment as documented by a school official or other qualified professional;
- Have serious emotional, medical or psychological problems as documented by a qualified professional;
- Have never held a job (applies to both Younger and Older youth);
- Have been fired from a job within the 12 months prior to application (applies to both Younger and Older youth); and
- Have never held a full-time job for more than 13 consecutive weeks (applies to both Younger and Older youth).

F. What process will be used to allow public review and comment for specific performance outcomes and measures when these have been negotiated?

VIII. ASSURANCES

A. The Local Workforce Investment Board assures that it will comply with the uniform administrative requirements referred to in WIA Section 184(a)(3).

- B. The Local Workforce Investment Board assures that no funds received under the Workforce Investment Act will be used to assist, promote, or deter union organizing. [WIA Section 181(b)(7)]
- C. The Local Workforce Investment Board assures that the board will comply with the nondiscrimination provisions of WIA Section 188.
- D. The Local Workforce Investment Board assures that the board will collect and maintain data necessary to show compliance with the nondiscrimination provisions of WIA Section 188.
- E. The Local Workforce Investment Board assures that there will be compliance with grant procedures of WIA Section 189(c).
- F. The Local Workforce Investment Board assures that funds will be spent in accordance with the Workforce Investment Act, written Department of Labor guidance, and other applicable Federal and State laws and regulations.
- G. The Local Workforce Investment Board assures that veteran workforce investment programs funded under WIA, Section 168 will be carried out in accordance with that Section.
- H. The Local Workforce Investment Board assures it will comply with future State Workforce Investment Board policies and guidelines, legislative mandates, or other special provisions as may be required under Federal law or policy, including the Workforce Investment Act or State legislation.
- I. The Local Workforce Investment Board assures that when allocated adult funds for employment and training activities are limited, priority shall be given to recipients of public assistance and other low-income individuals for intensive and training services. [WIA Section 134(d)(4)(E), 118(b)(4), and CUI Section 14230(a)(6)]
- J. The Local Workforce Investment Board certifies that its One-Stop Centers will recognize and comply with applicable labor agreements affecting represented employees located in the Centers. This shall include the right to access by State labor organization representatives pursuant to the Ralph Dills Act. [Chapter 10.3 (commencing with Section 3512) of Division 4, of Title 1 of the Government Code, and CUI Section 14233]
- K. The Local Workforce Investment Board assures that State employees who are located at the One-Stop Centers shall remain under the supervision of their employing department for the purposes of performance evaluations and other matters concerning civil service rights and responsibilities. State employees performing services at One-Stop Centers shall retain existing civil service and collective bargaining protections on matters relating to employment, including but not limited to: hiring, promotion, discipline, and grievance procedures.

- L. The Local Workforce Investment Board assures that when work-related issues arise at One-Stop Centers between State employees and operators or supervisors of other partners, the operator or other supervisor shall refer such issues to the State employee's civil service supervisor. The One-Stop Career Center operators and partners shall cooperate in the investigation of the following matters: discrimination under the California Fair Employment and Housing Act [Part 2.8 (commencing with Section 12900) of Division 3, of Title 2 of the Government Code], threats and/or violence concerning State employees, and State employee misconduct.
- M. One-Stop Operator is responsible for administering One-Stop Center services in accord with roles to be determined by the Local Workforce Investment Board. The Local Workforce Investment Board assures that it will select the One-Stop Operator with the agreement of the Chief Elected Official, through one of three means:
1. Through a consortium of at least three or more required One-Stop partners;
or
 2. Through competitive process such as a Request for Proposal; or
 3. It may serve as the One-Stop Operator directly but only with the consent of the Chief Elected Official and the Governor.

The only time these selection procedures are not required is in the following circumstances inclusive: the One-Stop delivery system, of which the operator is a part, existed before August 7, 1998; the existing One-Stop system includes all of the required One-Stop partners; and an MOU has been executed which is consistent with the requirements of the Act. [WIA Section 121(d)(2)(A), and Title 20 CFR Part 662.410]

IX. PROGRAM ADMINISTRATION DESIGNEE AND PLAN SIGNATURES

This Local Plan represents the _____ Workforce Investment Board's efforts to maximize and coordinate resources available under Title I of the Workforce Investment Act (WIA) of 1998.

This Local Plan is submitted for the period of April 1, 2008 through June 30, 2009 in accordance with the provisions of WIA.

Local Workforce Investment Board Chair

Patricia Manfredonia
Signature

Name

Title

Date

Chief Elected Official

Signature

Name

Title

Date

WIA Local Plan Modification PY 2008-09

Modification # _____

LWIA: Santa Barbara County (SBA)

Date: 07/01/08

Budget, Participant, and Performance Forms

TITLE IB BUDGET PLAN SUMMARY (Adult or Dislocated Worker)

WIA 118; 20 CFR 661.350(a)(13)

PROGRAM TYPE for PY 2008, beginning 07/01/08 through 06/30/09

Grant Code 201/202/203/204 WIA IB-Adult

Grant Code 501/502/503/504 WIA IB-Dislocated Worker

FUNDING IDENTIFICATION	R865490 Subgrant	R970559 Subgrant
1. Year of Appropriation	2007	2008
2. Formula Allocation	792,894	913,078
3. Allocation Adjustment - Plus or Minus	(44,945)	0
4. Transfers - Plus or Minus	192,000	0
5. TOTAL FUNDS AVAILABLE (Lines 2 thru 4)	939,949	913,078

TOTAL ALLOCATION COST CATEGORY PLAN

6. Program Services (sum of Lines 6.A thru 6.E)	845,954	821,770
A. Core Self Services	142,744	138,663
B. Core Registered Services	25,432	24,705
C. Intensive Services	227,253	220,757
D. Training Services	450,525	437,645
E. Other	0	0
7. Administration (Line 5 minus 6)	93,995	91,308
8. TOTAL (Line 6 plus 7)	939,949	913,078

QUARTERLY TOTAL EXPENDITURE PLAN (cumulative from July 1, 2007 and July 1, 2008 respectively)

9. September 2007	106,562	
10. December 2007	396,204	
11. March 2008	575,794	
12. June 2008	746,229	
13. September 2008	939,949	0
14. December 2008	0	228,270
15. March 2009	0	456,539
16. June 2009	0	684,809
17. September 2009		913,078
18. December 2009		0
19. March 2010		0
20. June 2010		0

COST COMPLIANCE PLAN (maximum 10%)

21. % for Administration Expenditures (Line 7/Line 5)	10%	10%
---	-----	-----

Karen Schmitt, Accountant III

805-681-4678

10/3/2008

Contact Person, Title

Telephone Number

Date Prepared

Comments:

NOTE: Final Rule 667.160, What Reallocation Procedures Must the Governors Use, discusses local area obligation rates, recapture, and reallocation. Also see WIA Directive WIAD01-10.

WIA Local Plan Modification PY 2008-09

Modification # _____

LWIA: Santa Barbara County (SBA)

Date: 07/01/08

Budget, Participant, and Performance Forms

TITLE IB BUDGET PLAN SUMMARY (Adult or Dislocated Worker)

WIA 118; 20 CFR 661.350(a)(13)

PROGRAM TYPE for PY 2008, beginning 07/01/08 through 06/30/09

Grant Code 201/202/203/204 WIA IB-Adult

Grant Code 501/502/503/504 WIA IB-Dislocated Worker

FUNDING IDENTIFICATION	R865490 Subgrant	R970559 Subgrant
1. Year of Appropriation	2007	2008
2. Formula Allocation	677,864	889,691
3. Allocation Adjustment - Plus or Minus	(45,400)	0
4. Transfers - Plus or Minus	(192,000)	0
5. TOTAL FUNDS AVAILABLE (Lines 2 thru 4)	440,464	889,691
TOTAL ALLOCATION COST CATEGORY PLAN		
6. Program Services (sum of Lines 6.A thru 6.E)	401,273	800,722
A. Core Self Services	79,860	130,998
B. Core Registered Services	27,228	68,606
C. Intensive Services	163,642	226,055
D. Training Services	130,543	375,063
E. Other	0	0
7. Administration (Line 5 minus 6)	39,191	88,969
8. TOTAL (Line 6 plus 7)	440,464	889,691
QUARTERLY TOTAL EXPENDITURE PLAN (cumulative from July 1, 2007 and July 1, 2008 respectively)		
9. September 2007	0	
10. December 2007	126,292	
11. March 2008	254,402	
12. June 2008	440,464	
13. September 2008	0	177,938
14. December 2008	0	355,876
15. March 2009	0	533,815
16. June 2009	0	711,753
17. September 2009		889,691
18. December 2009		0
19. March 2010		0
20. June 2010		0
COST COMPLIANCE PLAN (maximum 10%)		
21. % for Administration Expenditures (Line 7/Line 5)	9%	10%

Karen Schmitt, Accountant III

805-681-4678

10/3/2008

Contact Person, Title

Telephone Number

Date Prepared

Comments:

NOTE: Final Rule 667.160, What Reallocation Procedures Must the Governors Use, discusses local area obligation rates, recapture, and reallocation. Also see WIA Directive WIAD01-10.

- WIA Local Plan Modification PY 2008-09
 Modification # _____

LWIA: Santa Barbara County (SBA)

Date: 04/01/08

Budget, Participant, and Performance Forms
TITLE IB BUDGET PLAN SUMMARY (Youth)

WIA 118; 20 CFR 661.350(a)(13)

PROGRAM TYPE for PY 2008, beginning 04/01/08 through 06/30/09

- Grant Code 301/302/303/304 WIA IB-Youth

FUNDING IDENTIFICATION	R865490 Subgrant	R970559 Subgrant
1. Year of Appropriation	2007	2008
2. Formula Allocation	1,173,334	1,316,909
3. Allocation Adjustment - Plus or Minus	(84,077)	0
4. TOTAL FUNDS AVAILABLE (Line 2 plus 3)	1,089,257	1,316,909

TOTAL ALLOCATION COST CATEGORY PLAN

5. Program Services (sum of Lines 5A and 5B)	980,331	1,185,218
A. In School	440,845	532,981
B. Out-of-School (30%)	539,486	652,238
6. Administration (Line 4 minus 5)	108,926	131,691
7. TOTAL (Line 5 plus 6)	1,089,257	1,316,909

QUARTERLY TOTAL EXPENDITURE PLAN (cumulative from April 1, 2007 and April 1, 2008 respectively)

8. June 2007	0	
9. September 2007	0	
10. December 2007	0	
11. March 2008	0	
12. June 2008	234,577	12,256
13. September 2008	490,166	0
14. December 2008	740,695	0
15. March 2009	989,590	0
16. June 2009	1,089,257	158,029
17. September 2009		421,411
18. December 2009		697,962
19. March 2010		1,027,189
20. June 2010		1,316,909

COST COMPLIANCE PLAN

21. % for Administration Expenditures (Line 6/Line 4)	10%	10%
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Karen Schmitt, Accountant III

805-681-4678

10/3/2008

Contact Person, Title

Telephone Number

Date Prepared

Comments:

NOTE: Final Rule 667.160, What Reallocation Procedures Must the Governors Use, discusses local area obligation rates, recapture, and reallocation. Also see WIA Directive WIAD01-10.

- WIA Local Plan Modification PY 2008-09
- Modification # 4th Year Modification

LWIA: Santa Barbara County

Date: 10/28/2008

Budget, Participant, and Performance Forms

TITLE IB PARTICIPANT PLAN SUMMARY

WIA 118; 20 CFR 661.350(a)(13); TEGL 17-05

Plan the number of individuals that are in each category.

Totals for PY 2008 (07/01/08 through 06/30/09)			
	ADULT	DW	YOUTH
1. Registered Participants Carried in from PY 2007	15	27	186
2. New Registered Participants for PY 2008	46	50	173
3. Total Registered Participants for PY 2008 (Line 1 plus 2)	61	77	359
4. Exiters for PY 2008	34	33	323
5. Registered Participants Carried Out to PY 2009 (Line 3 minus 4)	27	44	36

PROGRAM SERVICES			
6. Core Self Services	3,900	3,900	
7. Core Registered Services	61	77	
8. Intensive Services	61	77	
9. Training Services	35	53	

YOUTH MEASURES			
10. Attainment of a Literacy and/or Numeracy Gain			7
11. Attainment of a High School Diploma, GED, or Certificate			118

EXIT STATUS			
12. Entered Employment	27	29	149
12A. Training-related			
13. Remained with Layoff Employer			
14. Entered Military Service			5
15. Entered Advanced Training			31
16. Entered Postsecondary Education			21
17. Entered Apprenticeship Program			29
18. Returned to Secondary School			10
19. Exited for Other Reasons	5	1	78

Jason Ramirez, WIA Analyst

805-614-1547

10/28/08

Contact Person, Title

Telephone Number

Date Prepared

Comments:

WIA Local Plan Modification PY 2008-09

Modification # 4th year
modification _____

LWIA: Santa Barbara County

Date: 07/01/2008

Budget, Participant, and Performance Forms
STATE NEGOTIATED LEVELS OF PERFORMANCE¹

WIA Requirement at Section 136(c)	PY 2005-06	PY 2006-07	PY 2007-08	PY 2008-09
Adults				
Entered Employment Rate	73%	74%	77%	78%
Employment Retention Rate	79%	80%	82%	83%
Earnings Change/Average Earnings ²	\$3500	\$11,800	\$12,400	\$12,500
Employment and Credential Attainment Rate	56%	58%	N/A	N/A
Dislocated Workers				
Entered Employment Rate	81%	82%	85%	86%
Employment Retention Rate	85%	86%	87%	88%
Earnings Change/Average Earnings ²	-\$3000	\$15,400	\$15,800	\$15,900
Employment and Credential Attainment Rate	66%	67%	N/A	N/A
Youth (ages 14-21)				
Placement in Employment or Education	N/A	N/A	TBD	TBD
Attainment of a Degree or Certificate	N/A	N/A	TBD	TBD
Literacy and Numeracy Gains	N/A	N/A	TBD	TBD
Older Youth (ages 19-21)³				
Entered Employment Rate	72%	73%	N/A	N/A
Employment Retention Rate	80%	81%	N/A	N/A
Earnings Change	\$3700	\$3800	N/A	N/A
Employment and Credential Attainment Rate	38%	39%	N/A	N/A
Younger Youth (ages 14-18)³				
Skill Attainment Rate	83%	84%	N/A	N/A
Diploma or Equivalent Rate	66%	67%	N/A	N/A
Retention Rate	63%	64%	N/A	N/A
Customer Satisfaction³				
Participant Satisfaction Score	75	75	N/A	N/A
Employer Satisfaction Score	75	75	N/A	N/A

1 Guidance on the definitions of specific indicators for state and local performance can be found at the U.S. Department of Labor (DOL) [WIA Web site](#). Specific Training and Employment Guidance Letters (TEGL) include, but are not limited to 8-99, 11-01, 27-04, 35-04, and 17-05. Additional guidance can be found at the EDD Workforce Development Community [Directives Web site](#) and [Information Notices Web site](#). Specific Directives include, but are not limited to WIAD05-15, 06-5, 06-14, and WSD07-5. Specific Information Notices include, but are not limited to WSIN07-4 and 07-33. The DOL Employment and Training Administration approved California's waiver request to move from the statutory performance measures specified in WIA Section 136(b)(2) to the common performance measures defined in TEGL 17-05. This waiver is effective July 1, 2007 through June 30, 2009.

2 For PY 2005-06, the goal was an "Earnings Change". Effective July 1, 2006, the definition was changed to reflect an "Average Earnings". See TEGL 17-05.

3 Per WSIN07-33, the DOL approved California's waiver request to move from the statutory performance measures specified in WIA Section 136(b)(2) to the common performance measures defined in TEGL 17-05. Accordingly, these performance measures are no longer applicable.

WIA Local Plan Modification PY 2008–09

Modification # _____

LWIA: Santa Barbara County

Date: 07/01/2008

Budget, Participant, and Performance Forms

LOCAL NEGOTIATED LEVELS OF PERFORMANCE¹

WIA Requirement at Section 136(c)	PY 2005–06	PY 2006–07	PY 2007-08
Adults			
Entered Employment Rate	74.8	76	76
Employment Retention Rate	76.4	78	78
Earnings Change/Average Earnings ²	\$3,420	\$13,700	\$13,700
Employment and Credential Attainment Rate	56	58	N/A
Dislocated Workers			
Entered Employment Rate	79.8	81.8	82.5
Employment Retention Rate	76.9	78	79
Earnings Change/Average Earnings ²	-\$3,000	\$14,000	\$14,500
Employment and Credential Attainment Rate	66	67	N/A
Youth (ages 14-21)			
Placement in Employment or Education	N/A	N/A	65
Attainment of a Degree or Certificate	N/A	N/A	45
Literacy and Numeracy Gains	N/A	N/A	15
Older Youth (ages 19–21)³			
Entered Employment Rate	68.1	70.1	N/A
Employment Retention Rate	79.7	81	N/A
Earnings Change	\$3,539	\$3,539	N/A
Employment and Credential Attainment Rate	38	39	N/A
Younger Youth (ages 14–18)³			
Skill Attainment Rate	86.9	86.9	N/A
Diploma or Equivalent Rate	66	67	N/A
Retention Rate	63.5	65.5	N/A
Customer Satisfaction³			
Participant Satisfaction Score			N/A
Employer Satisfaction Score			N/A

1 Guidance on the definitions of specific indicators for state and local performance can be found at the U.S. Department of Labor (DOL) [WIA](#) Web site. Specific Training and Employment Guidance Letters (TEGL) include, but are not limited to 8-99, 11-01, 27-04, 35-04, and 17-05. Additional guidance can be found at the EDD Workforce Development Community [Directives](#) Web site and [Information Notices](#) Web site. Specific Directives include, but are not limited to WIAD05-15, 06-5, 06-14, and WSD07-5. Specific Information Notices include, but are not limited to WSIN07-4 and 07-33. The DOL Employment and Training Administration approved California's waiver request to move from the statutory performance measures specified in WIA Section 136(b)(2) to the common performance measures defined in TEGL 17-05. This waiver is effective July 1, 2007 through June 30, 2009.

2 For PY 2005-06, the goal was an "Earnings Change". Effective July 1, 2006, the definition was changed to reflect an "Average Earnings". See TEGL 17-05.

3 Per WSIN07-33, the DOL approved California's waiver request to move from the statutory performance measures specified in WIA Section 136(b)(2) to the common performance measures defined in TEGL 17-05. Accordingly, these performance measures are no longer applicable.

ONE-STOP
PARTNER
FINANCIAL
MOU'S

ONE STOP SYSTEM PARTNER FINANCIAL AGREEMENT

THIS PARTNER AGREEMENT is made by and between:

COUNTY OF SANTA BARBARA DEPARTMENT
OF SOCIAL SERVICES, a political subdivision of
the State of California, hereinafter "COUNTY,"

and

COUNTY OF SANTA BARBARA
IN HOME SUPPORTIVE SERVICES
PUBLIC AUTHORITY, hereinafter "PARTNER,"

with reference to the following:

This financial agreement is hereby entered into between the Santa Barbara County Department of Social Services and Santa Barbara County In Home Supportive Services Public Authority. It is hereby agreed that the use of the building known as the Workforce Resource Center (hereinafter "WRC") located at 1410 South Broadway, Santa Maria, will be used jointly by the Santa Barbara County Department of Social Services (hereinafter "County") and several other agencies, one of which is the Santa Barbara County In Home Supportive Services Public Authority (hereinafter "Partner").

In accordance with the Workforce Investment Act (hereinafter "WIA") regulation 662.240, the Center shall provide core services applicable to any One-Stop partner program. The core services identified in section 134(d)(2) of the WIA are:

- (1) Determinations of whether the individuals are eligible to receive assistance under subtitle B of title I of WIA;
- (2) Outreach, intake (which may include worker profiling) and orientation to the information and other services available through the One-Stop delivery system;
- (3) Initial assessment of skill levels, aptitudes, abilities and supportive service needs;
- (4) Job search and placement assistance, and where appropriate, career counseling; information relating to local, regional, and national labor market areas, including:
 - a) job vacancy listings in such labor market areas;
 - b) information on job skills necessary to obtain the listed jobs; and
 - c) information relating to local occupations in demand and the earnings and skill requirements for such occupations.

- d) provide training and employment services for job seekers.
- e) other one-stop partner programs and services required under the WIA regulations.

As defined in WIA section number 662.400, the operator of the One-Stop System shall be a Consortium of partner agencies comprised of Santa Barbara County Department of Social Services, State of California Employment Development Department and Allan Hancock Community College. Operations of the WRC shall be in accordance with the following:

NOW THEREFORE, in consideration of the premises and the provisions, covenants, and conditions set forth herein; COUNTY and PARTNER hereby agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for COUNTY by the Director of the Department of Social Services, or designee.
2. **TERM:** The term of this Agreement shall commence on September 1, 2002, and shall end the date the Master Lease terminates in March 2008.
3. **AUTOMATIC EXTENSION/RENEWAL:** In the event this Agreement has not otherwise been terminated by either party, this Agreement may be automatically extended and renewed on an annual basis (July through June) throughout the life of the Master Lease between the COUNTY and Master Lessor. No less than annually, COUNTY will provide PARTNER with revisions to the cost allocation plan referenced in Fiscal provisions, Section 4 of this Agreement. COUNTY and PARTNER acknowledge that it is impractical to execute an amendment each time an adjustment is required. COUNTY and PARTNER agree that periodic adjustments to the cost allocation plan are necessary and will not constitute an amendment to this agreement.
4. **FISCAL PROVISIONS:** The monthly rent shall be ONE DOLLAR AND TWENTY-SEVEN CENTS (\$1.27) per square foot of the space allocated to PARTNER. Upon execution of this Agreement, PARTNER is allocated Dedicated Space and Common Space in the amount shown in Exhibit A. For purposes of this Agreement, Dedicated Space shall be that portion of the Premises reserved for PARTNER'S individual workstations and community work space. Common Space shall be those areas of the Premises which PARTNER shall share with the other agencies at the WRC.
 - A. PARTNER acknowledges and agrees that monthly rent may increase on common space area when another agency vacates the premises.
 - B. PARTNER acknowledges and agrees that monthly rent may also increase to reflect annual COLA to be paid to the LEASOR in March of each year.
 - C. In addition to rent, unforeseen expenses approved by the Consortium may also be billed to PARTNER as well as yearly increases of telephone equipment and if applicable, Data Processing charges.

- D. A packet consisting of the COLA charges, floor plan and any other documents depicting charges associated with operating the WRC shall be provided to PARTNER annually. This does not constitute an amendment as described in Section 27, AMENDMENTS.
- E. COUNTY shall perform all duties related to allocation of costs associated with operating the WRC, in accordance with Exhibit "A", "Space and Furniture Costs and Utility and Maintenance Costs" spreadsheets attached hereto and by reference made a part hereof. The spreadsheets may be amended by COUNTY at any time to reflect any changes related to other agencies sharing the Premises.
- F. COUNTY shall invoice PARTNER for its respective share by the fifteenth (15th) day of each month. Such invoices shall be detailed, in triplicate and in arrears, and shall reference this Agreement.
- G. PARTNER shall remit payment for all costs related to its use of the Premises within thirty (30) calendar days of receipt of any and all invoices. A \$35.00 late fee will be assessed monthly on balances over 90 days until paid in full.
- H. COUNTY will produce a yearly reconciliation of actual costs. Based on the outcome of that reconciliation, adjustments may be made to the monthly invoice for PARTNER.

5. **RIGHTS GRANTED:** COUNTY hereby grants to PARTNER a personal, nonexclusive, revocable and non-assignable right to enter upon and use a portion of the Premises for the purpose of providing employment and related services to the public.

6. **PURPOSE AND USE:** PARTNER shall have limited access to and use of the Premises, in accordance with Exhibit "B", the "Floor Plan", attached hereto and by reference made a part hereof. The Floor Plan may be amended by COUNTY at any time to reflect any changes related to other agencies sharing the Premises. PARTNER may establish workstations in that portion of the Premises shown as the cross-hatched section of Exhibit B (Dedicated Space). In addition, PARTNER shall have non-exclusive access to such common areas as: restrooms, lobbies, break rooms and conference rooms; (Common Space) designated as the diagonally-slashed areas of Exhibit B.

7. **COUNTY RESPONSIBILITIES:** COUNTY shall be responsible to act as LEASEE, fiduciary agent, pay rent on behalf of partners, and act as sole liaison with landlord.

- A. Upon reasonable request by PARTNER and payment of associated costs, COUNTY shall provide the records and accounts related to this Agreement.

- B. COUNTY shall ensure the assignment of a responsible manager who will coordinate maintenance and repair of the premises, as well as computer maintenance, and if applicable, parking issues.

8. **PARTNER RESPONSIBILITIES:** In addition to the covenants and conditions contained herein, PARTNER shall satisfy the following obligations:

- A. PARTNER may not replace, remove or add without prior approval of the WRC Systems Manager work space furniture or similar modular type furniture. Exhibit "C", "Original Agreement with Partners on Shared Expenses and Deals, Arrangements and Understandings at the Santa Maria Workforce Resource Center", outlines PARTNER'S furniture costs, data processing system and share of expenses associated with operating the WRC.
- B. PARTNER shall lease telephone equipment and fax port, which shall be provided by COUNTY. Exhibit "A" outlines PARTNER'S specific amount of telephone equipment and fax line.
- C. PARTNER shall pay for all maintenance, repair and replacement, as necessary, of all equipment and machinery at the WRC, which is either brought to the WRC by, or used exclusively by PARTNER.
- D. PARTNER shall pay for charges associated with operating the WRC such as utility cost, janitorial cost, supplies needed for Common Space area, Data Processing Support Staff and Data Processing cost, telephone and fax port cost, PARTNER'S long distance toll charges, long distance toll charges accrued in Common Space area, costs for maintaining the Common Space area computer, photocopier and telephone equipment and any other miscellaneous costs associated in operating the WRC.
- E. PARTNER shall inform COUNTY of any and all staffing or operational changes that would affect the annual reconciliation and/or re-allocation process.
- F. PARTNER shall, after initial occupancy, notify the WRC Systems Manager for prior approval to any and all installation and/or alterations to the wiring (data, phone, electrical, etc.) required by PARTNER. PARTNER shall be responsible for the costs associated with the expense.
- G. PARTNER shall ensure that all employees and invitees shall utilize designated parking areas, and abide by all conventions, rules, and standards established for use at the WRC and which are consistent with PARTNER'S District Policy, Procedures, Calendar and Collective Bargaining Agreements.
- H. PARTNER shall make reasonable efforts to locate new tenants prior to vacating the premises and get Consortium approval.
- I. PARTNER shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

9. **CONSTRUCTION AND IMPROVEMENTS/TITLE:** In the event PARTNER wishes to alter or improve the Premises, PARTNER shall request approval from the WRC Manager who will obtain the advance written approval of the landlord.

10. **NO INTERFERENCE WITH FACILITIES:** PARTNER shall not interfere with any of COUNTY'S existing or future facilities or operations within or near the Property and/or Premises, nor use the Property and/or Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to the tenants or the general public.

11. **COMPLIANCE WITH THE LAW:** PARTNER, its officers, agents, or employees shall comply with all local, County, State, and Federal laws, rules, ordinances, and regulations affecting the Property, now or hereafter in effect.

12. **INDEMNIFICATION:** PARTNER shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the PARTNER or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct of the COUNTY.

13. **INSURANCE:** Without limiting PARTNER'S indemnification of COUNTY, PARTNER shall procure the following required insurance coverages at its sole cost and expense:

A. **Workers' Compensation Insurance.** Statutory Workers' Compensation and Employers Liability Insurance shall cover all PARTNER'S staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event PARTNER is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if PARTNER has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and PARTNER submits a written statement to the COUNTY stating that fact.

B. **General Insurance.** The general liability insurance shall include personal injury liability coverage, shall afford coverage for all premises and operations of PARTNER'S, shall afford coverage for product liability, and shall include contractual liability coverage for this Agreement between COUNTY and PARTNER. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000

per occurrence combined single limit for bodily injury and property damage. Personal injury liability coverage shall also be in the amount of not less than \$1,000,000 per occurrence and aggregate. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. PARTNER shall provide Fire Legal Liability coverage in the amount of \$50,000 as part of the General Liability Policy. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only." Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

C. **Property Insurance:** COUNTY shall maintain property insurance on the Property and equipment throughout the Agreement. In the event COUNTY enters into a self-insurance program for property coverage, COUNTY shall include the Property and equipment in any such program. PARTNER is not granted personal property coverage under the COUNTY Property program.

PARTNER shall submit to the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. Current Certificate(s) of Insurance shall be maintained at all times in the office of the designated COUNTY representative. The approval of insurance shall neither relieve nor decrease the liability of the PARTNER.

The above insurance requirements are subject to periodic review by COUNTY. COUNTY'S Risk Manager is authorized to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against COUNTY or inflation. Any such change of provisions for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. PARTNER agrees to execute any such amendment within thirty (30) days of receipt.

All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A VII, and (2) are admitted insurance companies in the State of California.

All other insurers require the prior approval of COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place PARTNER in default. Upon request by COUNTY, PARTNER shall provide a certified copy of any insurance policy to COUNTY within ten (10) working days.

14. **MUTUAL WAIVER OF SUBROGATION RIGHTS:** PARTNER and COUNTY hereby waive any rights each may have against the other on account of any loss or

damage suffered by PARTNER or COUNTY, as the case may be, to their respective property arising from any risk generally covered by "all risk" property insurance; and the parties each, on behalf of their respective insurance companies insuring the property of either PARTNER or COUNTY against any such loss, waive any right of subrogation that either may have against the other, as the case may be.

15. **NOTICES:** Any notice to be given to either party, by the other, shall be in writing and shall be served, either personally or by first class mail to the following:

COUNTY:

County of Santa Barbara
Department of Social Services
Mona Baker, WRC Systems Manager
1410 S. Broadway
Santa Maria, CA 93454

PARTNER:

County of Santa Barbara
In Home Supportive Services Public Authority
Robert Montgomery, Project Manager
1410 S. Broadway
Santa Maria, CA 93454

All notices hereunder shall be in writing and shall be deemed to have been given on the date delivered, if personally delivered, or if mailed, then on the first business day following the date on which it is mailed, by certified or registered mail, postage prepaid, addressed to the address specified above, or to such other address designated by the party as provided herein.

16. **DEFAULT:** Except as otherwise specified herein, should either party at any time be in default hereunder with respect to any material covenant contained herein, the nondefaulting party shall give notice to the defaulting party specifying the particulars of the default and the defaulting party shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of twenty-one (21) calendar days from such notice, this Agreement shall terminate at the option of the non-defaulting party unless the cure of such default shall reasonably take more than twenty-one (21) calendar days in which case the defaulting party shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

17. **REMEDIES:** In the event of a default or breach, either party may exercise any right or remedy at law or in equity which such party may have by reason of such default or breach.

18. **WAIVER:** It is understood and agreed that any waiver, expressed or implied of any term of this Agreement shall not be, nor construed to be, a waiver of any subsequent breach of a like kind or of any other provision of this Agreement.

19. **TERMINATION:** This Agreement shall terminate and all rights of PARTNER hereunder shall cease and PARTNER shall quietly and peacefully vacate the Property and Premises:

- A. Upon PARTNER'S failure to cure a default as specified in Section 15, **DEFAULT;** or
- B. Upon expiration of the term of this Agreement or any extension thereof; or
- C. Upon ninety (90) days written notice, with cause, given by either party at any time; or
- D. Upon one hundred twenty days (120) written notice, for any reason, given by either party at any time.
- E. COUNTY lease terminates.
- F. A penalty of 12 months of rent and ancillary costs for leaving early may apply unless PARTNER makes reasonable efforts to locate new tenants. Consortium and COUNTY must approve of the tenant.

20. **DESTRUCTION:** If the Premises are partially or totally destroyed by fire or other casualty, this Agreement, at the option of COUNTY shall terminate.

21. **ASSIGNMENT/HYPOTHECATION/SUBLEASE:** PARTNER shall not mortgage, pledge, hypothecate, encumber, sublease or sublicense the Property or any interest therein. Any attempt to assign, sublicense, sublease, mortgage, pledge, hypothecate or in any other way encumber shall be void and without legal effect and shall constitute grounds for termination.

22. **SUCCESSORS IN INTEREST:** This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and to any organization into which LICENSEE may be merged.

23. **NEGATION OF PARTNERSHIP/JOINT VENTURE:** Nothing in this Agreement is intended, and no provision of this Agreement shall be construed, to make PARTNER a partner of, nor a joint venture with COUNTY or associated in any other way with regard to the use of the Property, nor to subject either party to any obligation, loss, charge or expense.

24. **CAPTIONS:** The title or headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.

25. **SEVERABILITY:** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such

invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

26. **CERTIFICATION OF SIGNATORY:** Signatories for the parties represent and certify that they are authorized to sign on behalf of their respective party and that no additional signatures are required to carry out the activities contemplated herein.

27. **AMENDMENTS:** This Agreement may only be amended by written consent of the parties except for reallocation of costs as contained in Exhibit A.

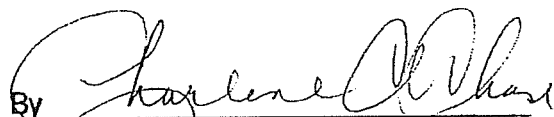
28. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.


29. **ENTIRE AGREEMENT:** The parties to this Agreement intend that their negotiations, conversations and statements made prior to execution of this Agreement are fully integrated and expressed herein, and no such negotiations, conversations and statements shall be deemed to create rights or obligations other than those stated herein.

IN WITNESS WHEREOF, COUNTY and PARTNER have executed this Agreement by the respective authorized officers as set forth below.

COUNTY OF SANTA BARBARA
DEPARTMENT OF SOCIAL SERVICES

COUNTY OF SANTA BARBARA
IN HOME SUPPORTIVE
SERVICES PUBLIC AUTHORITY

By 
Charlene A. Chase, Director

By 
Robert Montgomery, Project Manager

Dated 12/11/02

Dated 12/6/02

SECTION A

ONE STOP SYSTEM PARTNER FINANCIAL AGREEMENT

THIS PARTNER AGREEMENT is made by and between:

COUNTY OF SANTA BARBARA DEPARTMENT
OF SOCIAL SERVICES, a political subdivision of
the State of California, hereinafter "COUNTY,"

and

ALLAN HANCOCK JOINT COMMUNITY
COLLEGE DISTRICT, hereinafter "PARTNER,"

with reference to the following:

This financial agreement is hereby entered into between the Santa Barbara County Department of Social Services and Allan Hancock Joint Community College District. It is hereby agreed that the use of the building known as the Workforce Resource Center (hereinafter "WRC") located at 1410 South Broadway, Santa Maria, will be used jointly by the Santa Barbara County Department of Social Services (hereinafter "County") and several other agencies, one of which is the Allan Hancock Joint Community College District (hereinafter "partner").

In accordance with the Workforce Investment Act (hereinafter "WIA") regulation 662.240, the Center shall provide core services applicable to any One-Stop partner program. The core services identified in section 134(d)(2) of the WIA are:

- (1) Determinations of whether the individuals are eligible to receive assistance under subtitle B of title I of WIA;
- (2) Outreach, intake (which may include worker profiling) and orientation to the information and other services available through the One-Stop delivery system;
- (3) Initial assessment of skill levels, aptitudes, abilities and supportive service needs;
- (4) Job search and placement assistance, and where appropriate, career counseling; information relating to local, regional, and national labor market areas, including:
 - a) job vacancy listings in such labor market areas;
 - b) information on job skills necessary to obtain the listed jobs; and
 - c) information relating to local occupations in demand and the earnings and skill requirements for such occupations.

- d) provide training and employment services for job seekers.
- e) other one-stop partner programs and services required under the WIA regulations.

As defined in WIA section number 662.400, the operator of the One-Stop System shall be a Consortium of partner agencies comprised of Santa Barbara County Department of Social Services, State of California Employment Development Department and Allan Hancock Community College. Operations of the WRC shall be in accordance with the following:

NOW THEREFORE, in consideration of the premises and the provisions, covenants, and conditions set forth herein; COUNTY and PARTNER hereby agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for COUNTY by the Director of the Department of Social Services, or designee.
2. **TERM:** The term of this Agreement shall commence on July 1, 2002, and shall end the date the Master Lease terminates in March 2008.
3. **AUTOMATIC EXTENSION/RENEWAL:** In the event this Agreement has not otherwise been terminated by either party, this Agreement may be automatically extended and renewed on an annual basis (July through June) throughout the life of the Master Lease between the COUNTY and Master Lessor. No less than annually, COUNTY will provide PARTNER with revisions to the cost allocation plan referenced in Fiscal provisions, Section 4 of this Agreement. COUNTY and PARTNER acknowledge that it is impractical to execute an amendment each time an adjustment is required. COUNTY and PARTNER agree that periodic adjustments to the cost allocation plan are necessary and will not constitute an amendment to this agreement.
4. **FISCAL PROVISIONS:** The monthly rent shall be ONE DOLLAR AND TWENTY-SEVEN CENTS (\$1.27) per square foot of the space allocated to PARTNER. Upon execution of this Agreement, PARTNER is allocated Dedicated Space in the amount shown in Exhibit A. For purposes of this Agreement, Dedicated Space shall be that portion of the Premises reserved for PARTNER'S individual workstations and community work space.
 - A. PARTNER acknowledges and agrees that monthly rent may increase when another agency vacates the premises.
 - B. PARTNER acknowledges and agrees that monthly rent may also increase to reflect annual COLA to be paid to the LEASOR in March of each year.
 - C. In addition to rent, unforeseen expenses approved by the Consortium may also be billed to PARTNER as well as yearly increases of telephone equipment and if applicable, Data Processing charges.

- D. A packet consisting of the COLA charges, floor plan and any other documents depicting charges associated with operating the WRC shall be provided to PARTNER annually. This does not constitute an amendment as described in Section 28, AMENDMENTS.
- E. COUNTY shall perform all duties related to allocation of costs associated with operating the WRC, in accordance with Exhibit "A", "Space and Furniture Costs and Utility and Maintenance Costs" spreadsheets attached hereto and by reference made a part hereof. The spreadsheets may be amended by COUNTY at any time to reflect any changes related to other agencies sharing the Premises.
- F. COUNTY shall invoice PARTNER for its respective share by the fifteenth (15th) day of each month. Such invoices shall be detailed, in triplicate and in arrears, and shall reference this Agreement.
- G. PARTNER shall remit payment for all costs related to its use of the Premises within thirty (30) calendar days of receipt of any and all invoices. A \$35.00 late fee will be assessed to any balances over 90 days until paid in full.
- H. COUNTY will produce a yearly reconciliation of actual costs. Based on the outcome of that reconciliation, adjustments may be made to the monthly invoice for PARTNER.

5. **RIGHTS GRANTED:** COUNTY hereby grants to PARTNER a personal, nonexclusive, revocable and non-assignable right to enter upon and use a portion of the Premises for the purpose of providing employment and related services to the public.

6. **PURPOSE AND USE:** PARTNER shall have limited access to and use of the Premises, in accordance with Exhibit "B", the "Floor Plan", attached hereto and by reference made a part hereof. The Floor Plan may be amended by COUNTY at any time to reflect any changes related to other agencies sharing the Premises. PARTNER may establish workstations in that portion of the Premises shown as the cross-hatched section of Exhibit B (Dedicated Space). In addition, PARTNER shall have non-exclusive access to such common areas as: restrooms, lobbies, break rooms and conference rooms; (Common Space) designated as the diagonally-slashed areas of Exhibit B.

7. **COUNTY RESPONSIBILITIES:** COUNTY shall be responsible to act as LEASEE, fiduciary agent, pay rent on behalf of partners, and act as sole liaison with landlord.

- A. Upon reasonable request by PARTNER and payment of associated costs, COUNTY shall provide the records and accounts related to this Agreement.

- B. COUNTY shall ensure the assignment of a responsible manager who will coordinate maintenance and repair of the premises, as well as computer maintenance, and if applicable, parking issues.

8. **PARTNER RESPONSIBILITIES:** In addition to the covenants and conditions contained herein, PARTNER shall satisfy the following obligations:

- A. PARTNER may not replace, remove or add without prior approval of the WRC Systems Manager work space furniture or similar modular type furniture. Exhibit "C", "Original Agreement with Partners on Shared Expenses and Deals, Arrangements and Understandings at the Santa Maria Workforce Resource Center", outlines PARTNER'S furniture costs, data processing system and share of expenses associated with operating the WRC.
- B. PARTNER shall lease telephone equipment and fax port, which shall be provided by COUNTY. Exhibit "A" outlines PARTNER'S specific amount of telephone equipment and fax line.
- C. PARTNER shall pay for all maintenance, repair and replacement, as necessary, of all equipment and machinery at the WRC, which is either brought to the WRC by, or used exclusively by PARTNER.
- D. PARTNER shall pay for charges associated with operating the WRC such as utility cost, janitorial cost, telephone and fax port cost, PARTNER'S long distance toll charges, and if applicable, supplies needed for Common Space area, Data Processing Support Staff and Data Processing cost, long distance toll charges accrued in Common Space area, costs for maintaining the Common Space area computer, photocopier and telephone equipment and any other miscellaneous costs associated in operating the WRC.
- E. PARTNER shall inform COUNTY of any and all staffing or operational changes that would affect the annual reconciliation and/or re-allocation process.
- F. PARTNER shall, after initial occupancy, notify the WRC Systems Manager for prior approval to any and all installation and/or alterations to the wiring (data, phone, electrical, etc.) required by PARTNER. PARTNER shall be responsible for the costs associated with the expense.
- G. PARTNER shall ensure that all employees and invitees shall utilize designated parking areas, and abide by all conventions, rules, and standards established for use at the WRC and which are consistent with PARTNER'S District Policy, Procedures, Calendar and Collective Bargaining Agreements.
- H. PARTNER shall make reasonable efforts to locate new tenants prior to vacating the premises and get Consortium approval.
- I. PARTNER shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

9. **CONSTRUCTION AND IMPROVEMENTS/TITLE:** In the event PARTNER wishes to alter or improve the Premises, PARTNER shall request approval from the WRC Manager who will obtain the advance written approval of the landlord.

10. **NO INTERFERENCE WITH FACILITIES:** PARTNER shall not interfere with any of COUNTY'S existing or future facilities or operations within or near the Property and/or Premises, nor use the Property and/or Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to the tenants or the general public.

11. **COMPLIANCE WITH THE LAW:** PARTNER, its officers, agents, or employees shall comply with all local, County, State, and Federal laws, rules, ordinances, and regulations affecting the Property, now or hereafter in effect.

12. **INDEMNIFICATION:** PARTNER shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the PARTNER or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct of the COUNTY.

13. **INSURANCE:** Without limiting PARTNER'S indemnification of COUNTY, PARTNER shall procure the following required insurance coverages at its sole cost and expense:

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per occurrence combined single limit for bodily injury and property damage. Personal injury liability coverage shall also be in the amount of not less than \$1,000,000 per occurrence and aggregate. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. PARTNER shall provide Fire Legal Liability coverage in the amount of \$50,000 as part of the General Liability Policy. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only." Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

- C. **Property Insurance:** COUNTY shall maintain property insurance on the Property and equipment throughout the Agreement. In the event COUNTY enters into a self-insurance program for property coverage, COUNTY shall include the Property and equipment in any such program. PARTNER is not granted personal property coverage under the COUNTY Property program.

PARTNER shall submit to the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. Current Certificate(s) of Insurance shall be maintained at all times in the office of the designated COUNTY representative. The approval of insurance shall neither relieve nor decrease the liability of the PARTNER.

The above insurance requirements are subject to periodic review by COUNTY. COUNTY'S Risk Manager is authorized to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against COUNTY or inflation. Any such change of provisions for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. PARTNER agrees to execute any such amendment within thirty (30) days of receipt.

All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place PARTNER in default. Upon request by COUNTY, PARTNER shall provide a certified copy of any insurance policy to COUNTY within ten (10) working days.

14. **MUTUAL WAIVER OF SUBROGATION RIGHTS:** PARTNER and COUNTY hereby waive any rights each may have against the other on account of any loss or

damage suffered by PARTNER or COUNTY, as the case may be, to their respective property arising from any risk generally covered by "all risk" property insurance; and the parties each, on behalf of their respective insurance companies insuring the property of either PARTNER or COUNTY against any such loss, waive any right of subrogation that either may have against the other, as the case may be.

15. **NOTICES:** Any notice to be given to either party, by the other, shall be in writing and shall be served, either personally or by first class mail to the following:

COUNTY: County of Santa Barbara
Department of Social Services
Mona Baker, WRC Systems Manager
1410 S. Broadway
Santa Maria, CA 93454

PARTNER: Allan Hancock College
Terry Exum,
Associate Dean of Community Education
800 S. College Drive Bldg. T
Santa Maria, CA 93454

All notices hereunder shall be in writing and shall be deemed to have been given on the date delivered, if personally delivered, or if mailed, then on the first business day following the date on which it is mailed, by certified or registered mail, postage prepaid, addressed to the address specified above, or to such other address designated by the party as provided herein.

16. **DEFAULT:** Except as otherwise specified herein, should either party at any time be in default hereunder with respect to any material covenant contained herein, the nondefaulting party shall give notice to the defaulting party specifying the particulars of the default and the defaulting party shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of twenty-one (21) calendar days from such notice, this Agreement shall terminate at the option of the non-defaulting party unless the cure of such default shall reasonably take more than twenty-one (21) calendar days in which case the defaulting party shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

17. **REMEDIES:** In the event of a default or breach, either party may exercise any right or remedy at law or in equity which such party may have by reason of such default or breach.

18. **WAIVER:** It is understood and agreed that any waiver, expressed or implied of any term of this Agreement shall not be, nor construed to be, a waiver of any subsequent breach of a like kind or of any other provision of this Agreement.

19. **TERMINATION:** This Agreement shall terminate and all rights of PARTNER hereunder shall cease and PARTNER shall quietly and peacefully vacate the Property and Premises:

- A. Upon PARTNER'S failure to cure a default as specified in Section 15, DEFAULT; or
- B. Upon expiration of the term of this Agreement or any extension thereof; or
- C. Upon ninety (90) days written notice, with cause, given by either party at any time; or
- D. Upon one hundred twenty days (120) written notice, for any reason, given by either party at any time.
- E. COUNTY lease terminates.
- F. A penalty of 12 months of rent and ancillary costs for leaving early may apply unless PARTNER makes reasonable efforts to locate new tenants. Consortium and COUNTY must approve of the tenant.

20. **DESTRUCTION:** If the Premises are partially or totally destroyed by fire or other casualty, this Agreement, at the option of COUNTY shall terminate.

21. **ASSIGNMENT/HYPOTHECATION/SUBLEASE:** PARTNER shall not mortgage, pledge, hypothecate, encumber, sublease or sublicense the Property or any interest therein. Any attempt to assign, sublicense, sublease, mortgage, pledge, hypothecate or in any other way encumber shall be void and without legal effect and shall constitute grounds for termination.

22. **SUCCESSORS IN INTEREST:** This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and to any organization into which LICENSEE may be merged.

23. **NEGATION OF PARTNERSHIP/JOINT VENTURE:** Nothing in this Agreement is intended, and no provision of this Agreement shall be construed, to make PARTNER a partner of, nor a joint venture with COUNTY or associated in any other way with regard to the use of the Property, nor to subject either party to any obligation, loss, charge or expense.

24. **CAPTIONS:** The title or headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.

25. **SEVERABILITY:** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this

Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

26. **CERTIFICATION OF SIGNATORY:** Signatories for the parties represent and certify that they are authorized to sign on behalf of their respective party and that no additional signatures are required to carry out the activities contemplated herein.

27. **AMENDMENTS:** This Agreement may only be amended by written consent of the parties except for reallocation of costs as contained in Exhibit A.

28. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

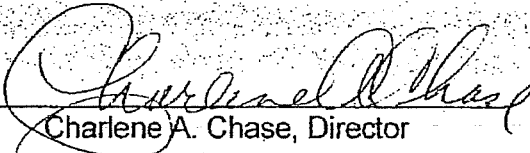
29. **ENTIRE AGREEMENT:** The parties to this Agreement intend that their negotiations, conversations and statements made prior to execution of this Agreement are fully integrated and expressed herein, and no such negotiations, conversations and statements shall be deemed to create rights or obligations other than those stated herein.

IN WITNESS WHEREOF, COUNTY and PARTNER have executed this Agreement by the respective authorized officers as set forth below.

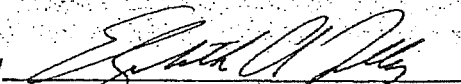
COUNTY OF SANTA BARBARA
DEPARTMENT OF SOCIAL SERVICES

ALLAN HANCOCK JOINT
COMMUNITY COLLEGE DISTRICT

By


Charlene A. Chase, Director

By


Dr. Elizabeth Miller, Vice President
Administrative Services

Dated

12/02/02

Dated

10/23/02

ONE STOP SYSTEM PARTNER FINANCIAL AGREEMENT

THIS PARTNER AGREEMENT is made by and between:

COUNTY OF SANTA BARBARA
DEPARTMENT OF SOCIAL SERVICES, a
political subdivision of the State of California,
hereinafter "COUNTY,"

and

ARBOR E&T RESOURCE CENTER,
hereinafter "PARTNER,"

with reference to the following:

This financial agreement is hereby entered into between the Santa Barbara County Department of Social Services and Arbor E&T Resource Center. It is hereby agreed that the use of the building known as the Workforce Resource Center (hereinafter "WRC") located at 1410 South Broadway, Santa Maria, 93454, will be used jointly by the Santa Barbara County Department of Social Services (hereinafter "County") and several other agencies, one of which is Arbor E&T Resource Center, (hereinafter "Partner").

In accordance with the Workforce Investment Act (hereinafter "WIA") regulation 662.240, the Center shall provide core services applicable to any One-Stop partner program. The core services identified in section 134(d)(2) of the WIA are:

- (1) Determinations of whether the individuals are eligible to receive assistance under subtitle B of title I of WIA;
- (2) Outreach, intake (which may include worker profiling) and orientation to the information and other services available through the One-Stop delivery system;
- (3) Initial assessment of skill levels, aptitudes, abilities and supportive service needs;
- (4) Job search and placement assistance, and where appropriate, career counseling; information relating to local, regional, and national labor market areas, including:
 - a) job vacancy listings in such labor market areas;
 - b) information on job skills necessary to obtain the listed jobs; and
 - c) information relating to local occupations in demand and the earnings and skill requirements for such occupations.
 - d) provide training and employment services for job seekers.
 - e) other one-stop partner programs and services required under the WIA regulations.

As defined in WIA section number 662.400, the operator of the One-Stop System shall be a Consortium of partner agencies comprised of Santa Barbara County Department of Social Services, State of California Employment Development Department and Allan Hancock Community College. Operations of the WRC shall be in accordance with the following:

NOW THEREFORE, in consideration of the premises and the provisions, covenants, and conditions set forth herein; COUNTY and PARTNER hereby agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for COUNTY by the Director of the Department of Social Services, or designee.
2. **TERM:** The term of this Agreement shall commence on May 1, 2006, and shall end on May 1, 2008.
3. **AUTOMATIC EXTENSION/RENEWAL:** In the event this Agreement has not otherwise been terminated by either party, this Agreement may be automatically extended and renewed on an annual basis throughout the life of the Master Lease between the COUNTY and Master Lessor. No less than annually, COUNTY will provide PARTNER with revisions to the cost allocation plan referenced in Fiscal provisions, Section 4 of this Agreement. COUNTY and PARTNER acknowledge that it is impractical to execute an amendment each time an adjustment is required. COUNTY and PARTNER agree that periodic adjustments to the cost allocation plan are necessary and will not constitute an amendment to this agreement but will be documented.
4. **FISCAL PROVISIONS:** The monthly rent shall be ONE DOLLAR AND FORTY-THREE CENTS (\$1.43) per square foot of the space allocated to PARTNER. Upon execution of this Agreement, PARTNER is allocated Dedicated Space and Common Space in the amount shown in Exhibit A. For purposes of this Agreement, Dedicated Space shall be that portion of the Premises reserved for PARTNER'S individual workstations and community work space. Common Space shall be those areas of the Premises which PARTNER shall share with the other agencies at the WRC.
 - A. PARTNER acknowledges and agrees that monthly rent may increase when another agency vacates the premises.
 - B. PARTNER acknowledges and agrees that monthly rent may also increase to reflect annual COLA to be paid to the LEASOR in March of each year.
 - C. In addition to rent, unforeseen expenses approved by the Consortium may also be billed to PARTNER as well as yearly increases of telephone equipment and if applicable, Data Processing charges.
 - D. A packet consisting of the COLA charges, floor plan and any other documents depicting charges associated with operating the WRC shall be provided to PARTNER annually. This does not constitute an amendment as described in Section 28, AMENDMENTS.

- E. COUNTY shall perform all duties related to allocation of costs associated with operating the WRC, in accordance with Exhibit "A", "Space and Furniture Costs and Utility and Maintenance Costs" spreadsheets attached hereto and by reference made a part hereof. The spreadsheets may be amended by COUNTY at any time to reflect any changes related to other agencies sharing the Premises.
 - F. COUNTY shall invoice PARTNER for its respective share by the fifteenth (15th) day of each month. Such invoices shall be detailed, in triplicate and in arrears, and shall reference this Agreement.
 - G. PARTNER shall remit payment for all costs related to its use of the Premises within thirty (30) calendar days of receipt of any and all invoices. A \$35.00 late fee will be assessed monthly on balances over 90 days until paid in full.
 - H. COUNTY will produce a yearly reconciliation of actual costs. Based on the outcome of that reconciliation, adjustments may be made to the monthly invoice for PARTNER.
5. **RIGHTS GRANTED:** COUNTY hereby grants to PARTNER a personal, nonexclusive, revocable and non-assignable right to enter upon and use a portion of the Premises for the purpose of providing employment and related services to the public.
6. **PURPOSE AND USE:** PARTNER shall have limited access to and use of the Premises, in accordance with Exhibit "B", the "Floor Plan", attached hereto and by reference made a part hereof. The Floor Plan may be amended by COUNTY at any time to reflect any changes related to other agencies sharing the Premises. PARTNER may establish workstations in that portion of the Premises shown as the cross-hatched section of Exhibit B (Dedicated Space). In addition, PARTNER shall have non-exclusive access to such common areas as: restrooms, lobbies, break rooms and conference rooms; (Common Space) designated as the diagonally-slashed areas of Exhibit B.
7. **COUNTY RESPONSIBILITIES:** COUNTY shall be responsible to act as LEASEE, fiduciary agent, pay rent on behalf of partners, and act as sole liaison with landlord.
- A. Upon reasonable request by PARTNER and payment of associated costs, COUNTY shall provide the records and accounts related to this Agreement.
 - B. COUNTY shall ensure the assignment of a responsible manager who will coordinate maintenance and repair of the premises, as well as computer maintenance, and if applicable, parking issues.

8. **PARTNER RESPONSIBILITIES:** In addition to the covenants and conditions contained herein, PARTNER shall satisfy the following obligations:

- A. PARTNER may not replace, remove or add, without prior approval of the WRC Systems Manager, work space furniture or similar modular type furniture. Exhibit "C", "Original Agreement with Partners on Shared Expenses and Deals, Arrangements and Understandings at the Santa Maria Workforce Resource Center", outlines PARTNER'S furniture costs, data processing system and share of expenses associated with operating the WRC.
- B. PARTNER shall lease telephone equipment and fax port, which shall be provided by COUNTY. Exhibit "A" outlines PARTNER'S specific amount of telephone equipment and fax line.
- C. PARTNER shall pay a proportionate share of the cost for all maintenance, repair and replacement, as necessary, of all equipment and machinery at the WRC, which is either brought to the WRC by, or used exclusively by PARTNER.
- D. PARTNER shall pay a proportionate share of the costs associated with operating the WRC such as utility cost, janitorial cost, supplies needed for Common Space area, Building Maintenance Staff costs, Data Processing Support Staff and Data Processing cost, if applicable, telephone and fax port cost, PARTNER'S long distance toll charges, costs for maintaining the Common Space area computer, photocopier and telephone equipment and any other miscellaneous costs associated in operating the WRC.
- E. PARTNER shall inform COUNTY of any and all staffing or operational changes that would affect the annual reconciliation and/or re-allocation process.
- F. PARTNER shall, after initial occupancy, notify the WRC Systems Manager for prior approval to any and all installation and/or alterations to the wiring (data, phone, electrical, etc.) required by PARTNER. PARTNER shall be responsible for the costs associated with the expense.
- G. PARTNER shall ensure that all employees and invitees shall utilize designated parking areas, and abide by all conventions, rules, and standards established for use at the WRC and which are consistent with PARTNER'S District Policy, Procedures, Calendar and Collective Bargaining Agreements.
- H. PARTNER shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

9. **CONSTRUCTION AND IMPROVEMENTS/TITLE:** In the event PARTNER wishes to alter or improve the Premises, PARTNER shall request approval from the WRC Manager who will obtain the advance written approval of the landlord.

10. **NO INTERFERENCE WITH FACILITIES:** PARTNER shall not interfere with any of COUNTY'S existing or future facilities or operations within or near the Property and/or

Premises, nor use the Property and/or Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to the tenants or the general public.

11. **COMPLIANCE WITH THE LAW:** PARTNER, its officers, agents, or employees shall comply with all local, County, State, and Federal laws, rules, ordinances, and regulations affecting the Property, now or hereafter in effect.

12. **INDEMNIFICATION:** PARTNER shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including reasonable attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance by PARTNER of the provisions hereof; including, but not limited to, any act or omission to act on the part of the PARTNER or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct of the COUNTY.

13. **INSURANCE:** Without limiting PARTNER'S indemnification of COUNTY, PARTNER shall procure the following required insurance coverages at its sole cost and expense:

- A. **Workers' Compensation Insurance.** Statutory Workers' Compensation and Employers Liability Insurance shall cover all PARTNER'S staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event PARTNER is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if PARTNER has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and PARTNER submits a written statement to the COUNTY stating that fact.
- B. **General Insurance.** The commercial general liability insurance shall include personal injury liability coverage, shall afford coverage for all premises and operations of PARTNER'S, shall afford coverage for product liability, and shall include contractual liability coverage for this Agreement between COUNTY and PARTNER to the extent those obligations can be insured under a standard commercial general liability insurance policy. The limit of liability of said policy or policies for general and automobile liability insurance shall be \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Personal injury liability coverage shall also be in the amount of \$1,000,000 per occurrence and aggregate. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. PARTNER shall provide Fire Legal Liability coverage in the amount of \$50,000 as part of the General Liability Policy. Said policy or policies shall contain a

provision of the following form: "Such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only." Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

- C. **Property Insurance:** COUNTY shall maintain property insurance on the Property and equipment throughout the Agreement. In the event COUNTY enters into a self-insurance program for property coverage, COUNTY shall include the Property and equipment in any such program. PARTNER is not granted personal property coverage under the COUNTY Property program.

PARTNER shall submit to the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. Current Certificate(s) of Insurance shall be maintained at all times in the office of the designated COUNTY representative. The approval of insurance shall neither relieve nor decrease the liability of the PARTNER.

All insurance coverage's are to be placed with insurers which (1) have a Best's rating of no less than A VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place PARTNER in default.

14. **MUTUAL WAIVER OF SUBROGATION RIGHTS:** PARTNER and COUNTY hereby waive any rights each may have against the other on account of any loss or damage suffered by PARTNER or COUNTY, as the case may be, to their respective property arising from any risk generally covered by "all-risk" property insurance; and the parties each, on behalf of their respective insurance companies insuring the property of either PARTNER or COUNTY against any such loss, waive any right of subrogation that either may have against the other, as the case may be.

15. **NOTICES:** Any notice to be given to either party, by the other, shall be in writing and shall be served, either personally or by first class mail to the following:

COUNTY:

County of Santa Barbara
Department of Social Services
Mona Baker, WRC Systems Manager
1410 S. Broadway
Santa Maria, CA 93454

PARTNER:

Arbor E&T Resource Center
George Crocker, Chief Operations Officer
515 Congress Ave, Suite 1400
Austin, TX 78701

All notices hereunder shall be in writing and shall be deemed to have been given on the date delivered, if personally delivered, or if mailed, then on the first business day following the date on which it is mailed, by certified or registered mail, postage prepaid, addressed to the address specified above, or to such other address designated by the party as provided herein.

16. **DEFAULT:** Except as otherwise specified herein, should either party at any time be in default hereunder with respect to any material covenant contained herein, the nondefaulting party shall give notice to the defaulting party specifying the particulars of the default and the defaulting party shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of twenty-one (21) calendar days from such notice, this Agreement shall terminate at the option of the non-defaulting party unless the cure of such default shall reasonably take more than twenty-one (21) calendar days in which case the defaulting party shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

17. **REMEDIES:** In the event of a default or breach, either party may exercise any right or remedy at law or in equity which such party may have by reason of such default or breach.

18. **WAIVER:** It is understood and agreed that any waiver, expressed or implied of any term of this Agreement shall not be, nor construed to be, a waiver of any subsequent breach of a like kind or of any other provision of this Agreement.

19. **TERMINATION:** This Agreement shall terminate and all rights and obligations of PARTNER hereunder shall cease and PARTNER shall quietly and peacefully vacate the Property and Premises:

- A. Upon PARTNER'S failure to cure a default as specified in Section 15, DEFAULT; or
- B. Upon expiration of the term of this Agreement or any extension thereof; or
- C. Upon ninety (90) days written notice, with cause, given by either party at any time; or
- D. Upon one hundred twenty days (120) written notice, for any reason, given by either party at any time.
- E. COUNTY lease terminates.

20. **DESTRUCTION:** If the Premises are partially or totally destroyed by fire or other casualty, this Agreement, at the option of COUNTY shall terminate.

21. **ASSIGNMENT/HYPOTHECATION/SUBLEASE:** PARTNER shall not mortgage, pledge, hypothecate, encumber, sublease or sublicense the Property or any interest therein. Any attempt to assign, sublicense, sublease, mortgage, pledge, hypothecate or in

any other way encumber shall be void and without legal effect. Notwithstanding any other provisions contained herein, PARTNER may assign its interest herein, or sublet all or any portion of the Premises (herein, a "Permitted Transfer") to any present or future parent, affiliate or subsidiary (a "Permitted Transferee") without COUNTY'S consent, provided that PARTNER shall remain primarily liable hereunder in the event of any such assignment or sublease.

22. **SUCCESSORS IN INTEREST:** This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and to any organization into which LICENSEE may be merged.

23. **NEGATION OF PARTNERSHIP/JOINT VENTURE:** Nothing in this Agreement is intended, and no provision of this Agreement shall be construed, to make PARTNER a partner of, nor a joint venture with COUNTY or associated in any other way with regard to the use of the Property, nor to subject either party to any obligation, loss, charge or expense.

24. **CAPTIONS:** The title or headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.

25. **SEVERABILITY:** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

26. **CERTIFICATION OF SIGNATORY:** Signatories for the parties represent and certify that they are authorized to sign on behalf of their respective party and that no additional signatures are required to carry out the activities contemplated herein.

27. **AMENDMENTS:** This Agreement may only be amended by written consent of the parties except for reallocation of costs as contained in Exhibit A.

28. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

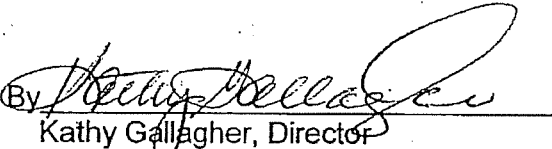
29. **ENTIRE AGREEMENT:** The parties to this Agreement intend that their negotiations, conversations and statements made prior to execution of this Agreement are fully integrated and expressed herein, and no such negotiations, conversations and statements shall be deemed to create rights or obligations other than those stated herein.

30. **HIPAA:** COUNTY and PARTNER agree that if PARTNER'S records are subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), then COUNTY'S entry into the Leased Premises for any reason shall be subject to such reasonable security procedures as PARTNER may require. Additionally, the parties hereto further acknowledge and agree that some of the information retained in the Leased Premises may constitute Protected Health Information, as such term is defined by the Standards for Privacy of Individually Identifiable Health Information ("Privacy Standard") promulgated under HIPAA. Prior to the date on which compliance with the Privacy Standard becomes mandatory, if applicable to COUNTY and PARTNER under the circumstances, the parties will endeavor to enter into a business associate agreement governing the treatment and protection of such information, if the provisions of this Lease do not satisfy the requirements of the Privacy Standard. COUNTY and PARTNER each agree that they will comply with their respective obligations under the Privacy Standard, as governed by this Lease or by such business associate agreement.

IN WITNESS WHEREOF, COUNTY and PARTNER have executed this Agreement by the respective authorized officers as set forth below.

COUNTY OF SANTA BARBARA
DEPARTMENT OF SOCIAL SERVICES

By

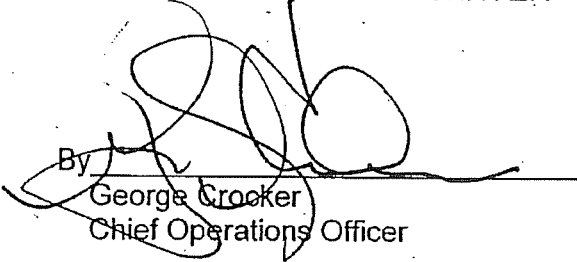

Kathy Gallagher, Director

Dated

5-5-06

ARBOR E&T RESOURCE CENTER

By


George Crocker
Chief Operations Officer

Dated

5.2.06

**Letter of Amendment between
Santa Barbara County Department of Social Services
And
ACS State & Local Solutions, Inc.**

Purpose:

To document assigned space change occupied by Dianne Owens with ACS State & Local Solutions, Inc., from cubicle D65 to Mono office at the Workforce Resource Center, 1410 S Broadway, Santa Maria, CA 93454, and to document the corresponding rate change.

As of February 1, 2005, Dianne Owens will occupy the Mono office and will vacate cubicle D65.

Exhibit A (spread sheets), attached, ACS State & Local Solutions, Inc. is allocated Dedicated Space and Common Space in the amount shown.


Exhibit B (floor plan), attached, shows the Dedicated Space as the cross-hatched section, as well as the Common Space designated as the diagonally-slashed areas.

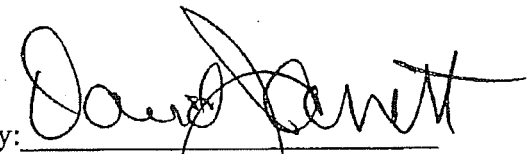
Concurrence:

The provisions listed above are accurate and meet with my approval.

County of Santa Barbara
Department of Social Services

ACS State & Local Solutions, Inc.

By: 
Kathy Gallagher, Director

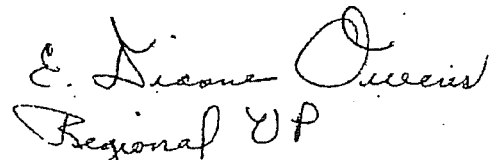
By: 
David Jarrett, V.P., Real Estate

Dated: 3/25/05

Dated: 3/22/05

List of Attachments:

- Exhibit A—Spreadsheets
- Exhibit B—Floor plan


Regional VP
February 28, 2005



2828 North Haskell
Dallas, TX 75204
214-841-6120 (direct)
214-775-7500 (fax)

March 22, 2005

VIA OVERNIGHT MAIL

Ms. Kelli Davison
Santa Barbara County
Department of Social Services
Workforce Resource Center
1410 South Broadway, Suite A
Santa Maria, CA 93454

Re: 1410 S. Broadway, Santa Maria, CA

Ms. Davison:

Please find enclosed the Letter of Amendments for the above referenced location. Please note that we have made a copy so that we may have an original returned to us. After the documents have been signed by, Ms. Gallagher, please return the one which I have placed a yellow note back to me, at the above noted address.

Should you have any questions, please do not hesitate to give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read 'KH', enclosed in a hand-drawn oval.

Krissie Howell
Lease Administrator

Enclosure(s)

Signed copy mailed back 3/28/05.

Letter of Amendment between
Santa Barbara County Department of Social Services
And
ACS State & Local Solutions, Inc.

Purpose:

To document additional space and corresponding rate change of space dedicated to ACS State & Local Solutions, Inc., at the Workforce Resource Center, 1410 S. Broadway, Santa Maria, CA 93454, as requested by Dianne Owens. Current space is the Mono office and office D85 and the additional space is the Inyo office.

As of July 1, 2005, the Inyo office will also be occupied by ACS State & Local Solutions.

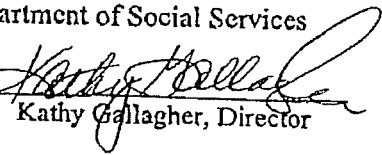
Exhibit A (spread sheets), attached, ACS State & Local Solutions, Inc. is allocated Dedicated Space and Common Space in the amount shown.

Exhibit B (floor plan), attached, shows the Dedicated Space as the cross-hatched section, as well as the Common Space designated as the diagonally-slashed areas.

Concurrence:

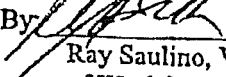
The provisions listed above are accurate and meet with my approval.

County of Santa Barbara
Department of Social Services

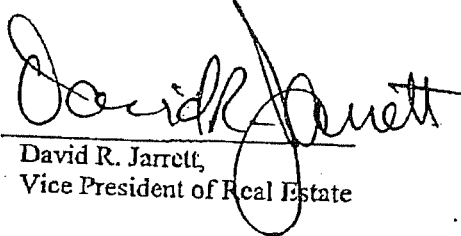
By: 
Kathy Gallagher, Director

Date: 9/22/05

ACS State & Local Solutions, Inc.

By: 
Ray Saulino, Vice President
of Workforce Services

Date: 8-30-05

By: 
David R. Jarrett,
Vice President of Real Estate

Date: _____

Lists of Attachments:

- Exhibit A - Spreadsheets
- Exhibit B - Floor Plan

SECTION A

ONE STOP SYSTEM PARTNER FINANCIAL AGREEMENT

THIS PARTNER AGREEMENT is made by and between:

COUNTY OF SANTA BARBARA DEPARTMENT
OF SOCIAL SERVICES, a political subdivision of
the State of California, hereinafter "COUNTY,"

and

CENTER FOR EMPLOYMENT AND TRAINING,
hereinafter "PARTNER,"

with reference to the following:

This financial agreement is hereby entered into between the Santa Barbara County Department of Social Services and Center For Employment and Training. It is hereby agreed that the use of the building known as the Workforce Resource Center (hereinafter "WRC") located at 1410 South Broadway, Santa Maria, will be used jointly by the Santa Barbara County Department of Social Services (hereinafter "County") and several other agencies, one of which is the Center for Employment and Training hereinafter "Partner").

In accordance with the Workforce Investment Act (hereinafter "WIA") regulation 662.240, the Center shall provide core services applicable to any One-Stop partner program. The core services identified in section 134(d)(2) of the WIA are:

- (1) Determinations of whether the individuals are eligible to receive assistance under subtitle B of title I of WIA;
- (2) Outreach, intake (which may include worker profiling) and orientation to the information and other services available through the One-Stop delivery system;
- (3) Initial assessment of skill levels, aptitudes, abilities and supportive service needs;
- (4) Job search and placement assistance, and where appropriate, career counseling; information relating to local, regional, and national labor market areas, including:
 - a) job vacancy listings in such labor market areas;
 - b) information on job skills necessary to obtain the listed jobs; and
 - c) information relating to local occupations in demand and the earnings and skill requirements for such occupations.

- d) provide training and employment services for job seekers.
- e) other one-stop partner programs and services required under the WIA regulations.

As defined in WIA section number 662.400, the operator of the One-Stop System shall be a Consortium of partner agencies comprised of Santa Barbara County Department of Social Services, State of California Employment Development Department and Allan Hancock Community College. Operations of the WRC shall be in accordance with the following:

NOW THEREFORE, in consideration of the premises and the provisions, covenants, and conditions set forth herein; COUNTY and PARTNER hereby agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for COUNTY by the Director of the Department of Social Services, or designee.

2. **TERM:** The term of this Agreement shall commence on July 1, 2001, and shall end the date the Master Lease terminates in March 2010.

3. **AUTOMATIC EXTENSION/RENEWAL:** In the event this Agreement has not otherwise been terminated by either party, this Agreement may be automatically extended and renewed on an annual basis (July through June) throughout the life of the Master Lease between the COUNTY and Master Lessör. No less than annually, COUNTY will provide PARTNER with revisions to the cost allocation plan referenced in Fiscal provisions, Section 4 of this Agreement. COUNTY and PARTNER acknowledge that it is impractical to execute an amendment each time an adjustment is required. COUNTY and PARTNER agree that periodic adjustments to the cost allocation plan are necessary and will not constitute an amendment to this agreement.

4. **FISCAL PROVISIONS:** The monthly rent shall be ONE DOLLAR AND TWENTY-TWO CENTS (\$1.22) per square foot of the space allocated to PARTNER. Upon execution of this Agreement, PARTNER is allocated Dedicated Space and Common Space in the amount shown in Exhibit A. For purposes of this Agreement, Dedicated Space shall be that portion of the Premises reserved for PARTNER'S individual workstations and community work space. Common Space shall be those areas of the Premises which PARTNER shall share with the other agencies at the WRC.

- A. PARTNER acknowledges and agrees that monthly rent may increase when another agency vacates the premises.
- B. PARTNER acknowledges and agrees that monthly rent may also increase to reflect annual COLA to be paid to the LEASOR in March of each year.
- C. In addition to rent, unforeseen expenses approved by the Consortium may also be billed to PARTNER as well as yearly increases of telephone equipment and if applicable, Data Processing charges.

- D. A packet consisting of the COLA charges, floor plan and any other documents depicting charges associated with operating the WRC shall be provided to PARTNER annually. This does not constitute an amendment as described in Section 28, AMENDMENTS.
- E. COUNTY shall perform all duties related to allocation of costs associated with operating the WRC, in accordance with Exhibit "A", "Space and Furniture Costs and Utility and Maintenance Costs" spreadsheets attached hereto and by reference made a part hereof. The spreadsheets may be amended by COUNTY at any time to reflect any changes related to other agencies sharing the Premises.
- F. COUNTY shall invoice PARTNER for its respective share by the fifteenth (15th) day of each month. Such invoices shall be detailed, in triplicate and in arrears, and shall reference this Agreement.
- G. PARTNER shall remit payment for all costs related to its use of the Premises within thirty (30) calendar days of receipt of any and all invoices. A \$35.00 late fee will be assessed monthly on balances over 90 days until paid in full.
- H. COUNTY will produce a yearly reconciliation of actual costs. Based on the outcome of that reconciliation, adjustments may be made to the monthly invoice for PARTNER.

5. **RIGHTS GRANTED:** COUNTY hereby grants to PARTNER a personal, nonexclusive, revocable and non-assignable right to enter upon and use a portion of the Premises for the purpose of providing employment and related services to the public.

6. **PURPOSE AND USE:** PARTNER shall have limited access to and use of the Premises, in accordance with Exhibit "B", the "Floor Plan", attached hereto and by reference made a part hereof. The Floor Plan may be amended by COUNTY at any time to reflect any changes related to other agencies sharing the Premises. PARTNER may establish workstations in that portion of the Premises shown as the cross-hatched section of Exhibit B (Dedicated Space). In addition, PARTNER shall have non-exclusive access to such common areas as: restrooms, lobbies, break rooms and conference rooms; (Common Space) designated as the diagonally-slashed areas of Exhibit B.

7. **COUNTY RESPONSIBILITIES:** COUNTY shall be responsible to act as LEASEE, fiduciary agent, pay rent on behalf of partners, and act as sole liaison with landlord.

- A. Upon reasonable request by PARTNER and payment of associated costs, COUNTY shall provide the records and accounts related to this Agreement.

- B. COUNTY shall ensure the assignment of a responsible manager who will coordinate maintenance and repair of the premises, as well as computer maintenance, and if applicable, parking issues.

8. **PARTNER RESPONSIBILITIES:** In addition to the covenants and conditions contained herein, PARTNER shall satisfy the following obligations:

- A. PARTNER may not replace, remove or add without prior approval of the WRC Systems Manager work space furniture or similar modular type furniture. Exhibit "C", "Original Agreement with Partners on Shared Expenses and Deals, Arrangements and Understandings at the Santa Maria Workforce Resource Center", outlines PARTNER'S furniture costs, data processing system and share of expenses associated with operating the WRC.
- B. PARTNER shall lease telephone equipment and fax port, which shall be provided by COUNTY. Exhibit "A" outlines PARTNER'S specific amount of telephone equipment and fax line.
- C. PARTNER shall pay for all maintenance, repair and replacement, as necessary, of all equipment and machinery at the WRC, which is either brought to the WRC by, or used exclusively by PARTNER.
- D. PARTNER shall pay for charges associated with operating the WRC such as utility cost, janitorial cost, supplies needed for Common Space area, Building Maintenance Staff costs, Data Processing Support Staff and Data Processing cost, if applicable, telephone and fax port cost, PARTNER'S long distance toll charges, long distance toll charges accrued in Common Space area, costs for maintaining the Common Space area computer, photocopier and telephone equipment and any other miscellaneous costs associated in operating the WRC.
- E. PARTNER shall inform COUNTY of any and all staffing or operational changes that would affect the annual reconciliation and/or re-allocation process.
- F. PARTNER shall, after initial occupancy, notify the WRC Systems Manager for prior approval to any and all installation and/or alterations to the wiring (data, phone, electrical, etc.) required by PARTNER. PARTNER shall be responsible for the costs associated with the expense.
- G. PARTNER shall ensure that all employees and invitees shall utilize designated parking areas, and abide by all conventions, rules, and standards established for use at the WRC and which are consistent with PARTNER'S District Policy, Procedures, Calendar and Collective Bargaining Agreements.
- H. PARTNER shall make reasonable efforts to locate new tenants prior to vacating the premises and get Consortium approval.
- I. PARTNER shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

9. **CONSTRUCTION AND IMPROVEMENTS/TITLE:** In the event PARTNER wishes to alter or improve the Premises, PARTNER shall request approval from the WRC Manager who will obtain the advance written approval of the landlord.

10. **NO INTERFERENCE WITH FACILITIES:** PARTNER shall not interfere with any of COUNTY'S existing or future facilities or operations within or near the Property and/or Premises, nor use the Property and/or Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to the tenants or the general public.

11. **COMPLIANCE WITH THE LAW:** PARTNER, its officers, agents, or employees shall comply with all local, County, State, and Federal laws, rules, ordinances, and regulations affecting the Property, now or hereafter in effect.

12. **INDEMNIFICATION:** PARTNER shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the PARTNER or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct of the COUNTY.

13. **INSURANCE:** Without limiting PARTNER'S indemnification of COUNTY, PARTNER shall procure the following required insurance coverages at its sole cost and expense:

A. **Workers' Compensation Insurance.** Statutory Workers' Compensation and Employers Liability Insurance shall cover all PARTNER'S staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event PARTNER is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if PARTNER has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and PARTNER submits a written statement to the COUNTY stating that fact.

B. **General Insurance.** The general liability insurance shall include personal injury liability coverage, shall afford coverage for all premises and operations of PARTNER'S, shall afford coverage for product liability, and shall include contractual liability coverage for this Agreement between COUNTY and PARTNER. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000

per occurrence combined single limit for bodily injury and property damage. Personal injury liability coverage shall also be in the amount of not less than \$1,000,000 per occurrence and aggregate. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. PARTNER shall provide Fire Legal Liability coverage in the amount of \$50,000 as part of the General Liability Policy. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only." Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

- C. **Property Insurance:** COUNTY shall maintain property insurance on the Property and equipment throughout the Agreement. In the event COUNTY enters into a self-insurance program for property coverage, COUNTY shall include the Property and equipment in any such program. PARTNER is not granted personal property coverage under the COUNTY Property program.

PARTNER shall submit to the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. Current Certificate(s) of Insurance shall be maintained at all times in the office of the designated COUNTY representative. The approval of insurance shall neither relieve nor decrease the liability of the PARTNER.

The above insurance requirements are subject to periodic review by COUNTY. COUNTY'S Risk Manager is authorized to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against COUNTY or inflation. Any such change of provisions for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. PARTNER agrees to execute any such amendment within thirty (30) days of receipt.

All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place PARTNER in default. Upon request by COUNTY, PARTNER shall provide a certified copy of any insurance policy to COUNTY within ten (10) working days.

14. **MUTUAL WAIVER OF SUBROGATION RIGHTS:** PARTNER and COUNTY hereby waive any rights each may have against the other on account of any loss or

damage suffered by PARTNER or COUNTY, as the case may be, to their respective property arising from any risk generally covered by "all risk" property insurance; and the parties each, on behalf of their respective insurance companies insuring the property of either PARTNER or COUNTY against any such loss, waive any right of subrogation that either may have against the other, as the case may be.

15. **NOTICES:** Any notice to be given to either party, by the other, shall be in writing and shall be served, either personally or by first class mail to the following:

COUNTY: County of Santa Barbara
Department of Social Services
Mona Baker, WRC Systems Manager
1410 S. Broadway
Santa Maria, CA 93454

PARTNER: Center for Employment and Training
Laura Mohajer, Executive Director
509 W. Morrison
Santa Maria, CA 93454

All notices hereunder shall be in writing and shall be deemed to have been given on the date delivered, if personally delivered, or if mailed, then on the first business day following the date on which it is mailed, by certified or registered mail, postage prepaid, addressed to the address specified above, or to such other address designated by the party as provided herein.

16. **DEFAULT:** Except as otherwise specified herein, should either party at any time be in default hereunder with respect to any material covenant contained herein, the nondefaulting party shall give notice to the defaulting party specifying the particulars of the default and the defaulting party shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of twenty-one (21) calendar days from such notice, this Agreement shall terminate at the option of the non-defaulting party unless the cure of such default shall reasonably take more than twenty-one (21) calendar days in which case the defaulting party shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

17. **REMEDIES:** In the event of a default or breach, either party may exercise any right or remedy at law or in equity which such party may have by reason of such default or breach.

18. **WAIVER:** It is understood and agreed that any waiver, expressed or implied of any term of this Agreement shall not be, nor construed to be, a waiver of any subsequent breach of a like kind or of any other provision of this Agreement.

19. **TERMINATION:** This Agreement shall terminate and all rights of PARTNER hereunder shall cease and PARTNER shall quietly and peacefully vacate the Property and Premises:

- A. Upon PARTNER'S failure to cure a default as specified in Section 15, DEFAULT; or
- B. Upon expiration of the term of this Agreement or any extension thereof; or
- C. Upon ninety (90) days written notice, with cause, given by either party at any time; or
- D. Upon one hundred twenty days (120) written notice, for any reason, given by either party at any time.
- E. COUNTY lease terminates.
- F. A penalty of 12 months of rent and ancillary costs for leaving early may apply unless PARTNER makes reasonable efforts to locate new tenants. Consortium and COUNTY must approve of the tenant.

20. **DESTRUCTION:** If the Premises are partially or totally destroyed by fire or other casualty, this Agreement, at the option of COUNTY shall terminate.

21. **ASSIGNMENT/HYPOTHECATION/SUBLEASE:** PARTNER shall not mortgage, pledge, hypothecate, encumber, sublease or sublicense the Property or any interest therein. Any attempt to assign, sublicense, sublease, mortgage, pledge, hypothecate or in any other way encumber shall be void and without legal effect and shall constitute grounds for termination.

22. **SUCCESSORS IN INTEREST:** This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and to any organization into which LICENSEE may be merged.

23. **NEGATION OF PARTNERSHIP/JOINT VENTURE:** Nothing in this Agreement is intended, and no provision of this Agreement shall be construed, to make PARTNER a partner of, nor a joint venture with COUNTY or associated in any other way with regard to the use of the Property, nor to subject either party to any obligation, loss, charge or expense.

24. **CAPTIONS:** The title or headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.

25. **SEVERABILITY:** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this

Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

26. **CERTIFICATION OF SIGNATORY:** Signatories for the parties represent and certify that they are authorized to sign on behalf of their respective party and that no additional signatures are required to carry out the activities contemplated herein.

27. **AMENDMENTS:** This Agreement may only be amended by written consent of the parties except for reallocation of costs as contained in Exhibit A.

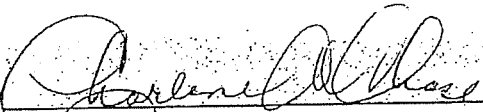
28. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

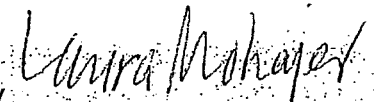
29. **ENTIRE AGREEMENT:** The parties to this Agreement intend that their negotiations, conversations and statements made prior to execution of this Agreement are fully integrated and expressed herein, and no such negotiations, conversations and statements shall be deemed to create rights or obligations other than those stated herein.

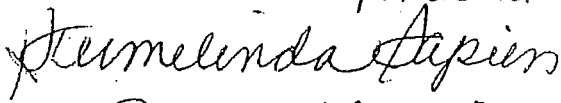
IN WITNESS WHEREOF, COUNTY and PARTNER have executed this Agreement by the respective authorized officers as set forth below.

COUNTY OF SANTA BARBARA
DEPARTMENT OF SOCIAL SERVICES

CENTER FOR EMPLOYMENT AND
TRAINING

By 
Charlene A. Chase, Director

By  6/12/02
Laura Mohajer, Executive Director
Corporate Affairs


Dated June 13, 02

Dated 6/10/02

ONE STOP SYSTEM PARTNER FINANCIAL AGREEMENT

THIS PARTNER AGREEMENT is made by and between:

COUNTY OF SANTA BARBARA
DEPARTMENT OF SOCIAL SERVICES, a
political subdivision of the State of California,
hereinafter "COUNTY,"

and

SANTA BARBARA COUNTY EDUCATION
OFFICE, CURRICULUM AND INSTRUCTION
(R-TAC), hereinafter "PARTNER,"

with reference to the following:

This financial agreement is hereby entered into between the Santa Barbara County Department of Social Services and Santa Barbara County Education Office, Curriculum and Instruction (R-TAC). It is hereby agreed that the use of the building known as the Workforce Resource Center (hereinafter "WRC") located at 1410 South Broadway, Santa Maria, will be used jointly by the Santa Barbara County Department of Social Services (hereinafter "County") and several other agencies, one of which is the Santa Barbara County Education Office, Curriculum and Instruction (R-TAC) (hereinafter "Partner").

In accordance with the Workforce Investment Act (hereinafter "WIA") regulation 662.240, the Center shall provide core services applicable to any One-Stop partner program. The core services identified in section 134(d)(2) of the WIA are:

- (1) Determinations of whether the individuals are eligible to receive assistance under subtitle B of title I of WIA;
- (2) Outreach, intake (which may include worker profiling) and orientation to the information and other services available through the One-Stop delivery system;
- (3) Initial assessment of skill levels, aptitudes, abilities and supportive service needs;
- (4) Job search and placement assistance, and where appropriate, career counseling; information relating to local, regional, and national labor market areas, including:
 - a) job vacancy listings in such labor market areas;
 - b) information on job skills necessary to obtain the listed jobs; and
 - c) information relating to local occupations in demand and the earnings and skill requirements for such occupations.

- d) provide training and employment services for job seekers.
- e) other one-stop partner programs and services required under the WIA regulations.

As defined in WIA section number 662.400, the operator of the One-Stop System shall be a Consortium of partner agencies comprised of Santa Barbara County Department of Social Services, State of California Employment Development Department and Allan Hancock Community College. Operations of the WRC shall be in accordance with the following:

NOW THEREFORE, in consideration of the premises and the provisions, covenants, and conditions set forth herein; COUNTY and PARTNER hereby agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for COUNTY by the Director of the Department of Social Services, or designee.
2. **TERM:** The term of this Agreement shall commence on July 1, 2005, and shall end June 30, 2006, unless otherwise terminated, but in no event past the end of the Master Lease, 2008.
3. **AUTOMATIC EXTENSION/RENEWAL:** In the event this Agreement has not otherwise been terminated by either party, this Agreement may be automatically extended and renewed on an annual basis (July through June) throughout the life of the Master Lease between the COUNTY and Master Lessor. No less than annually, COUNTY will provide PARTNER with revisions to the cost allocation plan referenced in Fiscal provisions, Section 4 of this Agreement. COUNTY and PARTNER acknowledge that it is impractical to execute an amendment each time an adjustment is required. COUNTY and PARTNER agree that periodic adjustments to the cost allocation plan are necessary and will not constitute an amendment to this agreement.
4. **FISCAL PROVISIONS:** The monthly rent shall be ONE DOLLAR AND THIRTY-SEVEN CENTS (\$1.37) per square foot of the space allocated to PARTNER. Upon execution of this Agreement, PARTNER is allocated Dedicated Space and Common Space in the amount shown in Exhibit A. For purposes of this Agreement, Dedicated Space shall be that portion of the Premises reserved for PARTNER'S individual workstations and community work space. Common Space shall be those areas of the Premises which PARTNER shall share with the other agencies at the WRC.
 - A. PARTNER acknowledges and agrees that monthly rent may increase when another agency vacates the premises.
 - B. PARTNER acknowledges and agrees that monthly rent may also increase to reflect annual COLA to be paid to the LEASOR in March of each year.

- C. In addition to rent, unforeseen expenses approved by the Consortium may also be billed to PARTNER as well as yearly increases of telephone equipment and if applicable, Data Processing charges.
- D. A packet consisting of the COLA charges, floor plan and any other documents depicting charges associated with operating the WRC shall be provided to PARTNER annually. This does not constitute an amendment as described in Section 28, AMENDMENTS.
- E. COUNTY shall perform all duties related to allocation of costs associated with operating the WRC, in accordance with Exhibit "A", "Space and Furniture Costs and Utility and Maintenance Costs" spreadsheets attached hereto and by reference made a part hereof. The spreadsheets may be amended by COUNTY at any time to reflect any changes related to other agencies sharing the Premises.
- F. COUNTY shall invoice PARTNER for its respective share by the fifteenth (15th) day of each month. Such invoices shall be detailed, in triplicate and in arrears, and shall reference this Agreement.
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- A. Upon reasonable request by PARTNER and payment of associated costs, COUNTY shall provide the records and accounts related to this Agreement.
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8. **PARTNER RESPONSIBILITIES:** In addition to the covenants and conditions contained herein, PARTNER shall satisfy the following obligations:

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- E. PARTNER shall inform COUNTY of any and all staffing or operational changes that would affect the annual reconciliation and/or re-allocation process.
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- I. PARTNER shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

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PARTNER. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Personal injury liability coverage shall also be in the amount of not less than \$1,000,000 per occurrence and aggregate. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. PARTNER shall provide Fire Legal Liability coverage in the amount of \$50,000 as part of the General Liability Policy. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only." Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

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Department of Social Services
Mona Baker, WRC Systems Manager
1410 S. Broadway
Santa Maria, CA 93454

PARTNER: Santa Barbara County Education Office
Curriculum and Instruction (R-TAC)
David DeMille
4400 Cathedral Oaks Rd
PO Box 6307
Santa Barbara, CA 93160-6307

All notices hereunder shall be in writing and shall be deemed to have been given on the date delivered, if personally delivered, or if mailed, then on the first business day following the date on which it is mailed, by certified or registered mail, postage prepaid, addressed to the address specified above, or to such other address designated by the party as provided herein.

16. **DEFAULT:** Except as otherwise specified herein, should either party at any time be in default hereunder with respect to any material covenant contained herein, the nondefaulting party shall give notice to the defaulting party specifying the particulars of the default and the defaulting party shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of twenty-one (21) calendar days from such notice, this Agreement shall terminate at the option of the non-defaulting party unless the cure of such default shall reasonably take more than twenty-one (21) calendar days in which case the defaulting party shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

17. **REMEDIES:** In the event of a default or breach, either party may exercise any right or remedy at law or in equity which such party may have by reason of such default or breach.

18. **WAIVER:** It is understood and agreed that any waiver, expressed or implied of any term of this Agreement shall not be, nor construed to be, a waiver of any subsequent breach of a like kind or of any other provision of this Agreement.

19. **TERMINATION:** This Agreement shall terminate and all rights of PARTNER hereunder shall cease and PARTNER shall quietly and peacefully vacate the Property and Premises:

- A. Upon PARTNER'S failure to cure a default as specified in Section 16, DEFAULT; or
- B. Upon expiration of the term of this Agreement or any extension thereof; or
- C. Upon thirty (30) days written notice, with cause, given by either party at any time; or
- D. Upon sixty (60) days written notice, for any reason, given by either party at any time.
- E. COUNTY lease terminates.

20. **DESTRUCTION:** If the Premises are partially or totally destroyed by fire or other casualty, this Agreement, at the option of COUNTY shall terminate.

21. **ASSIGNMENT/HYPOTHECATION/SUBLEASE:** PARTNER shall not mortgage, pledge, hypothecate, encumber, sublease or sublicense the Property or any interest therein. Any attempt to assign, sublicense, sublease, mortgage, pledge, hypothecate or in any other way encumber shall be void and without legal effect and shall constitute grounds for termination.

22. **SUCCESSORS IN INTEREST:** This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and to any organization into which LICENSEE may be merged.

23. **NEGATION OF PARTNERSHIP/JOINT VENTURE:** Nothing in this Agreement is intended, and no provision of this Agreement shall be construed, to make PARTNER a partner of, nor a joint venture with COUNTY or associated in any other way with regard to the use of the Property, nor to subject either party to any obligation, loss, charge or expense.

24. **CAPTIONS:** The title or headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.

25. **SEVERABILITY:** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

26. **CERTIFICATION OF SIGNATORY:** Signatories for the parties represent and certify that they are authorized to sign on behalf of their respective party and that no additional signatures are required to carry out the activities contemplated herein.

27. **AMENDMENTS:** This Agreement may only be amended by written consent of the parties except for reallocation of costs as contained in Exhibit A.

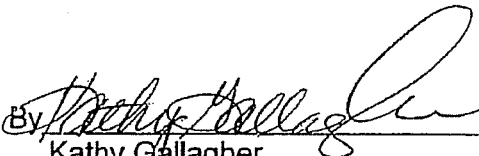
28. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

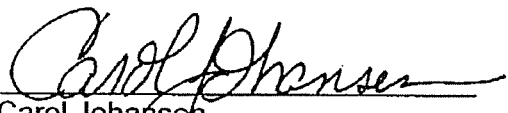
29. **ENTIRE AGREEMENT:** The parties to this Agreement intend that their negotiations, conversations and statements made prior to execution of this Agreement are fully integrated and expressed herein, and no such negotiations, conversations and statements shall be deemed to create rights or obligations other than those stated herein.

IN WITNESS WHEREOF, COUNTY and PARTNER have executed this Agreement by the respective authorized officers as set forth below.

COUNTY OF SANTA BARBARA
DEPARTMENT OF SOCIAL SERVICES

SANTA BARBARA COUNTY
EDUCATION OFFICE, CURRICULUM
AND INSTRUCTION (R-TAC)

By 
Kathy Gallagher
Director

By 
Carol Johansen
Assistant Superintendent

Dated 8/29/05

Dated 7/29/05

**Spreadsheet of Partner Charges
WRC -- 1410 S. Broadway, Santa Maria
Space and Furniture Costs
Rent: \$1.3743 per square foot
For the Month of July 2005**

Organization	Staff	Dedicated Space	Allocation Factor	Space Sp. Assn. Factor	Available Space	Monthly Space Cost	Work Space Furniture	Common Area Furniture	Mo. Work Sp. Assn. Furniture	Mo. Common Area Furniture	Total Monthly Lease Costs
	\$1,374										
SPACE COSTS											
DSS/WRC	63	7234.26	0.4633	8263.81	15498.07	\$ 21,299.50	\$ -	\$ -	\$ -	\$ -	\$ 21,299.50
ACS	9	1985.92	0.1272	2048.61	4034.53	\$ 5,544.66	\$ -	\$ -	\$ -	\$ -	\$ 5,544.66
ACS (D. Owens)	3	342.01	0.0219	352.81	694.82	\$ 954.89	\$ 4,508.82	\$ -	\$ 187.87	\$ -	\$ 1,142.75
EDD	12	3614.82	0.2315	3728.94	7343.76	\$ 10,092.53	\$ -	\$ -	\$ -	\$ -	\$ 10,092.53
AHC	1	634.15	0.0406	0.00	634.15	\$ 871.51	\$ -	\$ -	\$ -	\$ -	\$ 871.51
In-Home Care Network	5	1045.23	0.0669	1078.23	2123.46	\$ 2,918.27	\$ -	\$ -	\$ -	\$ -	\$ 2,918.27
DR	0	0.00	0.0000	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ADMH	5	617.41	0.0395	636.90	1254.31	\$ 1,723.80	\$ -	\$ -	\$ -	\$ -	\$ 1,723.80
CET	1	71.25	0.0046	0.00	71.25	\$ 97.92	\$ -	\$ -	\$ -	\$ -	\$ 97.92
SBCO-(R-TAC)	1	71.25	0.0046	0.00	71.25	\$ 97.92	\$ -	\$ -	\$ -	\$ -	\$ 97.92
Work Training Program	0	0.00	0.0000	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total # of Staff											
Ded. Sp.		15616.30									
Com Sp.		16109.30									
Total WRC		31725.60	1.0000	16109.30	31725.60	\$ 43,600.99	\$ 4,508.82	\$ -	\$ 187.87	\$ -	\$ 43,788.86
District Off.	28	11342.40	0.2634		11342.40	\$ 15,587.30	\$ -	\$ -	\$ -	\$ -	\$ 15,587.30
TOTAL SPACE	28	43068.00	0.7366		43068.00	\$ 59,188.29	\$ -	\$ -	\$ 187.87	\$ -	\$ 59,376.16
Actual						\$ 59,188.29					
Difference						\$ 0.00					
Partners Total						\$ 16,756.83			\$ 187.87		\$ 16,944.70

AMENDMENT TO SUBLEASE AMENDMENT NO.: ONE (1)
FILE NO.: 4880-001
PROJECT NO.: 124099

THIS AMENDMENT TO SUBLEASE, made and entered into this 1st day of December 2007, by and between The County of Santa Barbara, hereinafter called Sublessor and the State of California acting by and through the Director of the Department of General Services, hereinafter called the State,

W I T N E S S E T H:

WHEREAS, under sublease dated November 19, 1999, the State hires from Sublessor certain premises located at 1410 South Broadway, Santa Maria, California, as more particularly described in said sublease; and

WHEREAS, the parties hereto desire to amend said sublease to (1) extend the term of the sublease; (2) decrease space and (3) change the monthly rental;

NOW THEREFORE, It is mutually agreed between the parties hereto as follows:

1.) The expiration date in paragraph 2 of the sublease is hereby extended to October 31, 2008.

2.) Effective March 1, 2007, the leased area of, as referenced in the description paragraph one (1), 6,056 square feet is changed to 5,975 square feet including 2,482 square feet of exclusive space and 3,493 square feet of shared space, as outlined in red and green on the attached Exhibit "D", titled "Floor Plan with Leased Area Calc's.", Project No.: 124099, dated November 15, 2007. All other notes on the Exhibit "A" shall remain in full force and effect;

3.) Effective March 1, 2007, the monthly rent schedule as shown in Paragraph 4 of said sublease is deleted and the following rent schedule is substituted in its place:

TEN THOUSAND THREE HUNDRED THIRTY-SIX AND 75/100 DOLLARS
(\$10,336.75) from March 1, 2007 through October 31, 2008 and thereafter.

Except as amended herein, all the terms of said sublease hereinabove referred to shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment to Sublease has been executed by the parties hereto on the date first above written.

STATE OF CALIFORNIA:

SUBLESSOR

Approval Recommended:

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
PROFESSIONAL SERVICES BRANCH

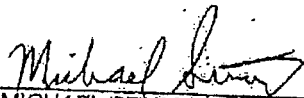
COUNTY OF SANTA BARBARA
DEPARTMENT OF SOCIAL SERVICES

By 
HENRY L. POLLAK, Real Estate Officer

By 
KATHY M. GALLAGHER, DIRECTOR

Approved:

DIRECTOR OF THE DEPARTMENT
OF GENERAL SERVICES

By 
MICHAEL STUMP, MANAGER,
Real Estate Leasing and Planning

STANDARD AGREEMENT

STD. 213 (Rev 06/03)

Dist. A Cleared CSG 8/29/06

Contractor's Copy

AGREEMENT NUMBER	M661858
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Employment Development Department

CONTRACTOR'S NAME

Santa Barbara County

2. The term of this Agreement is:

November 1, 2005 through October 31, 2007

3. The maximum amount of this Agreement is:

\$15,953.04

Fifteen Thousand Nine Hundred Fifty Three Dollars and Four Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A	Scope of Work	1 Page
Attachment A-1	Specifications	1 Page
Exhibit B	Budget Detail and Payment Provisions	1 Page
Attachment B-1	Budget Detail	1 Page
Exhibit C *	General Terms and Conditions	GTC 306
Exhibit D	Special Terms and Conditions	1 Page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Santa Barbara County

BY (Authorized Signature)

Kathy Gallagher

DATE SIGNED (Do not type)

7/28/06

PRINTED NAME AND TITLE OF PERSON SIGNING

Kathy Gallagher, Director

ADDRESS

234 Camino Del Remedio, Santa Barbara, CA 93110

STATE OF CALIFORNIA

AGENCY NAME

Employment Development Department

BY (Authorized Signature)

Rose Liu

DATE SIGNED (Do not type)

8/29/06

PRINTED NAME AND TITLE OF PERSON SIGNING

Rose Liu, Manager, Contract Services Group

ADDRESS

800 Capitol Mall, MIC 62-C, Sacramento, CA 95814

California Department of General Services Use Only

Exempt per:

DGS Exemption Letter No. 54.2

AGREEMENT/SUMMARY

STD. 215 (Rev 4/2002)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

Collocation

AGREEMENT NUMBER M661858	AMENDMENT NUMBER
------------------------------------	------------------

1. CONTRACTOR'S NAME
Santa Barbara County

2. FEDERAL I.D. NUMBER

3. AGENCY TRANSMITTING AGREEMENT
Employment Development Department

4. DIVISION, BUREAU, OR OTHER UNIT
Contract Services Group

5. AGENCY BILLING CODE
23336

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT
Luella Vaughn (916) 654-9183

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
 NO YES (If YES, enter prior contractor name and Agreement Number)
SANTA BARBARA COUNTY
M489185

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES
EDD to reimburse Santa Barbara County for telephone service cost

9. AGREEMENT OUTLINE
 This Agreement will reimburse Santa Barbara County Department of Social Services for the Employment Development Department's (EDD) share of the telephone service cost located at 1410 S. Broadway, Santa Maria, CA 93456-7060.

10. PAYMENT TERMS (More than one may apply.)

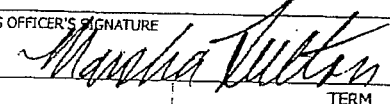
MONTHLY FLAT RATE QUARTERLY ONE-TIME PAYMENT PROGRESS PAYMENT
 ITEMIZED INVOICE WITHHOLD _____ % ADVANCED PAYMENT NOT TO EXCEED
 REIMBURSABLE/REVENUE \$ _____ OR _____ %
 OTHER (Explain) _____

FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
UA	7100-001-0870	2005/2006	038	2005	\$ (See Object Code)
OBJECT CODE	2005/2006 888/068-00720-410	\$5,317.68			
	2006/2007 888-00720-410	\$7,976.52			
	2007/2008 888-00720-410	\$2,658.84			
AGREEMENT TOTAL					\$ 15,953.04

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT	\$ 15,953.04
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	\$ 0.00
TOTAL AMOUNT ENCUMBERED TO DATE	\$ 15,953.04

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

ACCOUNTING OFFICER'S SIGNATURE

 DATE SIGNED
7-8-06

AGREEMENT	From	Through	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	11/1/2005	10/31/2007	\$ 15,953.04	NOT BID - Other
Amendment No.			\$	
Amendment No.			\$	
Amendment No.			\$	
TOTAL			\$ 15,953.04	

(Continue)

STATE OF CALIFORNIA
AGREEMENT/SUMMARY
 STD 215 (Rev 4/2002)

13. BIDDING METHOD USED:

- REQUEST FOR PROPOSAL (RFP)
(Attach justification if secondary method is used)
- INVITATION FOR BID (IFB)
- USE OF MASTER SERVICE AGREEMENT
- SOLE SOURCE CONTRACT
(Attach STD. 821)
- EXEMPT FROM BIDDING
(Give authority for exempt status)
- OTHER *(Explain)*

NOTE: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

EDD will reimburse Santa Barbara County for

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

17. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- Contracting out is based on cost savings per Government Code 19130(a).
 The State Personnel Board has been so notified.
- Contracting out is justified based on Government Code 19130(b).
 Justification for the Agreement is described below.

Justification:

18. FOR AGREEMENTS IN EXCESS OF \$5000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?

- NO YES N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?

- NO YES N/A

20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?

- NO YES NONE ON FILE N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

- A. CONTRACTOR CERTIFICATION CLAUSES NO YES N/A
- B. STD. 204, VENDOR DATA RECORD NO YES N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

- NO YES N/A

23. ARE DISABLED VETERAN BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes, if any)

- NO (Explain below)
- YES (If YES complete the following)

DISABLED VETERAN BUSINESS ENTERPRISES: _____ % OF AGREEMENT

Explain:

- Good faith effort documentation attached if 3% goal is not reached.
- We have determined that the contractor has made a sincere good faith effort to meet the goal.

24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?

- NO YES (Indicate Industry Group)

SMALL BUSINESS REFERENCE NUMBER

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? (If YES, provide justification)

- NO YES

EDD shares the telephone services with Santa Barbara County

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE / TITLE

DATE SIGNED

Lucille Vaughan

Contract Analyst

8/9/06

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD. 213 (Rev 06/03)

AGREEMENT NUMBER	M661858
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
 Employment Development Department

CONTRACTOR'S NAME
 Santa Barbara County

2. The term of this Agreement is: November 1, 2005 through October 31, 2007

3. The maximum amount of this Agreement is: \$15,953.04
 Fifteen Thousand Nine Hundred Fifty Three Dollars and Four Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

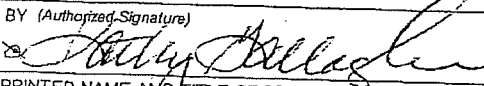
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Exhibit D	Special Terms and Conditions	1 Page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)
 Santa Barbara County

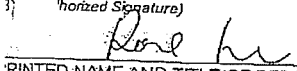
BY (Authorized Signature)  DATE SIGNED (Do not type)
 7/28/06

PRINTED NAME AND TITLE OF PERSON SIGNING
 Kathy Gallagher, Director

ADDRESS
 234 Camino Del Remedio, Santa Barbara, CA 93110

STATE OF CALIFORNIA

AGENCY NAME
 Employment Development Department

BY (Authorized Signature)  DATE SIGNED (Do not type)
 8/29/06

PRINTED NAME AND TITLE OF PERSON SIGNING
 Rose Liu, Manager, Contract Services Group

ADDRESS
 800 Capitol Mall, M/C 62-C, Sacramento, CA 95814

California Department of General Services Use Only

Exempt per:
 DGS Exemption Letter No. 54.2



Arnold Schwarzenegger
Governor

August 29, 2006

Kathy Gallagher, Director
Santa Barbara County Department of Social Services
234 Camino Del Remedio
Santa Barbara, CA 93110

Attn: Mona Baker

SUBJECT: Contract Agreement No. M661858

Enclosed is your copy of the fully executed contract Agreement No. M661858.

Please call me at (916) 654-9183 if you have any questions or concerns regarding Agreement No. M661858.

Sincerely,

A handwritten signature in cursive script that reads "Luella Vaughn".

Luella Vaughn
Contract Analyst
(916) 654-9183

Enclosure



ONE- STOP
PARTNER
PROGRAM
MOU'S

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SANTA BARBARA COUNTY
DEPARTMENT OF SOCIAL SERVICES
AND
SANTA BARBARA COUNTY DEPARTMENT OF ALCOHOL,
DRUG AND MENTAL HEALTH SERVICES

It is hereby agreed that the use of the building known as the Workforce Resource Center (hereinafter "WRC") located at 1410 South Broadway, Santa Maria, will be used jointly by the Santa Barbara County Department of Social Services (DSS) and several other agencies, one of which is the Santa Barbara County Department of Alcohol, Drug and Mental Health Services (hereinafter "ADMH"). The Center will provide training and employment services for job seekers plus job listings and employees for the business community. After hours and weekend services will be conducted from this Center. Operations of the WRC will be in the accordance with the following provisions.

1. **Fiscal Agent:** DSS has been designated as the fiscal agent for this facility. Basic co-location costs include lease, utilities, basic phone, data services linkage support and inside janitorial and maintenance service as well as other miscellaneous cost that benefit the WRC. Other costs include furniture and any tenant improvements specific to ADMH.
2. **Designated Contacts for this MOU:**

County of Santa Barbara Department of Social Services Kathy Gallagher, Deputy Director 2125 S. Centerpointe Parkway Santa Maria, CA 93455	Santa Barbara County Dept. of Alcohol, Drug and Mental Health Services Al Rodriguez, Program Manager 300 N. San Antonio Road, 1 st Floor Santa Barbara, CA 93110
---	---
3. **Term:** This Memorandum of Understanding (hereinafter "MOU") is effective March 10, 2000. It will be in effect until June 30, 2000 or until this MOU is otherwise modified by a superseding agreement entered into by the respective organizations.
4. **Pro-ration of building area:** ADMH shall have use of the certain portions of the leased premises called dedicated space which is delineated on the attached drawing, labeled Exhibit "A". In addition, each organization will have access to restrooms, conference rooms and other "common areas" as shown on Exhibit "A". The total lease rate for ADMH space is \$1.17 per square foot. Included in

that amount is \$0.97 per square foot as the basic rate for dedicated space and the allocation of common area space based on the "cost allocation methodology" and definition of common area. An amount not to exceed \$0.25 per square foot shall be included to pay for taxes, insurance and exterior maintenance. Initially the triple net costs (taxes, exterior maintenance and Insurance) is estimated at \$0.20 per square foot. An administrative fee for building management and fiscal accounting may be included.

Cost Allocation Method: The cost allocation methodology will be based on partner's dedicated square footage plus an accompanying percentage of the common areas utilized by the agency's staff.

- 1) Dedicated areas are defined as those areas used exclusively by the partner such as individual worker space, exclusive storage space, workshops/conference space used entirely by the partner, etc.
 - 2) Common areas include spaces such as lobbies, non-designated conference rooms, restrooms, corridors, break rooms, etc. that are used by all the partners.
5. The dedicated area occupied by ADMH is equal to 71.25 square feet. This means that ADMH has 0.43 per cent (used as the allocation factor) of the total dedicated space at the Workforce Resource. The common area associated with the dedicated space is 62.92 square feet. The total square footage billable to ADMH is 134.17. The monthly space rent for ADMH will be the total square feet multiplied by the rental rate of \$0.97 per square foot plus the triple net amount (NNN) that is estimated at \$.20 per square foot for a total amount of \$156.98. (See attached Exhibit "B" which is a spreadsheet titled "WRC Lease and Operation Costs".)
 6. Other monthly expenses include janitorial service, utility expense, and building maintenance, which are computed by using the allocation factor of 0.43%. Those additional costs amount to approximately \$55.57 per month. This amount will change from time to time as the utilities and administrative fees are re-computed.
 7. In addition to the monthly rent and expenses associated with the building, the lease of telephone equipment is charged to the agencies based on the actual number of instruments assigned to ADMH staff. Local seven (7) digit dialing (measured service) and long distance will be tracked by Santa Barbara County's telephone system and ADMH will be billed separately for any calls made by their staff from the telephone number and instrument assigned to that staff.

The projected share of these costs per month for ADMH is \$27.33 (1 instrument @ \$27.33) plus actual toll calls and measured local services. These costs will vary from month to month based on the actual usage of the telephone system.

8. Local Area Network and Wide Area Network (LAN/WAN) systems will be used in the WRC. Data Services will install and service the LAN/WAN systems and be responsible for related data Communications equipment except that of the State Employment Development Department (EDD). All partners except EDD will be allocated a share of the expense to service the County LAN/WAN and will have 'port access' based on the number of computers each partner requires connected to the LAN/WAN at the WRC. The allocated cost for ADMH is estimated at \$142.91 per month (maintenance support and port access for 1 computer on the County LAN/WAN). State EDD LAN/WAN systems and equipment will be serviced and paid by the State Employment Development Department. ADMH will be responsible for all ADMH equipment such as PC's, printers, modems, or other computer equipment installed and used at the WRC.
9. DSS Fiscal Responsibilities
 - a. The Fiscal Agent will be responsible for processing all payments for co-location costs.
 - b. The Fiscal Agent will perform the allocation process (i.e., monthly, quarterly, semi-annually) and invoice the partners for their respective shares by the 15th day of each month beginning with the second month and ending in the thirteenth month from the start of the Agreement. Invoices shall be detailed, in triplicate and in arrears. Invoice must reference the contract/agreement number. The invoice will also serve as the report of facility cost operation by each partner.
 - c. Partners will remit payment within 30 calendar days of receipt.
 - d. The Fiscal Agent will close-out all facility costs, invoicing and reporting with 45 calendar days from the end of the agreement period.
 - e. DSS will bill ADMH monthly for the costs itemized above. DSS will do a yearly reconciliation of actual costs. Based on the outcome of that reconciliation, adjustments will be made to the monthly invoice for ADMH. The initial monthly invoice will be \$382.78 plus actual toll calls incurred by ADMH staff.
10. Monitoring of Fiscal Agent

Each partner may examine the Fiscal Agent's accounts at the location of the Fiscal Agent's records on a quarterly basis. The monitor must provide two weeks notice of the intent to examine.
11. DSS Other Responsibilities

- a. DSS agrees to provide to each partner agency the name of the responsible manager who will coordinate the provision of local maintenance and facilities repair; computer moves, adds or changes.
 - b. DSS agrees to designate parking spaces/areas for agency vehicles.
 - c. DSS agrees to provide each partner agency with a copy of the master lease and attachments.
 - d. DSS agrees to defend and hold ADMH and its officers, agents, and employees free and harmless from any and all liabilities, claims, demands, actions, losses, damages, and costs including all costs of defense thereof, caused by, arising out of, or in any way related to DSS's action or omissions in the performance of this agreement.
 - e. DSS agrees to provide the WRC partnership with the following LAN Administration services for those PCs and printers connected to the County LAN/WAN:
 - Management of a Novell NetWare Fileserver that will provide and maintain access to Email, Office Applications and File and Printing services.
 - Login and Password maintenance to ensure each user can access the above mentioned services seamlessly.
 - Printer and Print Queue management for shared printer resources as required by the WRC partners.
 - New user additions as required by the WRC partners.
 - Old user deletions as required by the WRC partners.
 - f. Data Services must agree to provide the WRC partners with the following:
 - Network connectivity as required by the WRC partners.
 - Network reliability as required by the WRC partners.
 - Adequate network performance as required by the WRC partners.
12. Alcohol, Drug and Mental Health Services Responsibilities:
- a. ADMH agrees to be responsible for any additional costs, such as replacement associated with equipment and/or machines brought to the WRC; i.e., cabinets, fax machines, copiers, PC's, printers, etc. by Alcohol, Drug and Mental Health Services.
 - b. ADMH agrees to be responsible to pay for any maintenance on equipment brought to the Workforce Resource Center by Alcohol, Drug and Mental Health Services.

- c. ADMH agrees to keep DSS informed of any staffing or operational changes that would effect the annual reconciliation and re-allocation process.
- d. ADMH agrees to notify DSS of any changes in the wiring (data, phone, electrical) needs.
- e. ADMH agrees to pay for the installation and/or changes to wiring (data, phone, electrical) needs after initial occupancy in the WRC.
- f. ADMH agrees to direct staff to use designated parking areas for private vehicles and agency vehicles.
- g. ADMH agrees to abide by the conventions, rules, and standards established for use in the Workforce Resource Center.
- h. ADMH agrees to defend and hold DSS and its officers, agents, and employees free and harmless from any and all liabilities, claims, demands, actions, losses, damages, and costs including all costs of defense thereof, caused by, arising out of, or in any way related to DSS's action or omissions in the performance of this agreement.
- i. ADMH agrees to purchase licenses for software used on their computers connected to the County network. This includes Novell node licenses, GroupWise e-mail licenses, and any other office software such as WORD, Excel, ACCESS, etc. ADMH agrees to track such licenses in case of audit.

The MOU may be amended at any time by written consent of both parties. Either party may terminate this MOU upon ninety (90) days written notice to the other party.

The undersigned affirms to the Santa Barbara County Department of Alcohol, Drug and Mental Health Services that it shall not discriminate against any person, in any aspect of education or employment, 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 Vietnam-era veteran.

COUNTY OF SANTA BARBARA
DEPARTMENT OF SOCIAL SERVICES

By Charlene A. Chase
Charlene A. Chase, Director

Dated 5/24/01

SANTA BARBARA COUNTY
DEPARTMENT OF ALCOHOL, DRUG
AND MENTAL HEALTH SERVICES

By Merma McMillan
Merma McMillan, Ph.D., Director

Dated 5/11/01

**Santa Barbara County
Memorandum of Understanding
Services to be Offered at the
Workforce Resource Centers**

I. PURPOSE

This Memorandum of Understanding (MOU) is entered into with a spirit of cooperation between the Consortium/Operator and the agencies delivering services at the Workforce Resource Centers in Santa Barbara County. Taking into account the mission of the Workforce Resource system, this document acknowledges programs and services offered by individual organizations whether or not they have permanent staff co-located at the Workforce Resource Centers (WRC) throughout the county. Additional agreements are in place to cover the costs of co-location.

II. MISSION/VISION

The Santa Barbara County Workforce Resource System is an integrated public-private partnership developed through collaboration that provides services that are easily accessible to all customers. It is a system that ensures employers will be able to recruit, retain, and retrain a workforce possessing the skills necessary to prepare for viable jobs and flexible careers.

The parties make the commitment to maintain not only the basic provisions of WIA, but also to enact the basic guiding principles of California's One-Stop delivery system. These Principles are as follows:

Integrated: Offering as many employment, training, and education services as possible for employers and individuals seeking jobs or wishing to enhance their skills and affording universal access to the system overall;

Comprehensive: Offering a large array of useful information with wide and easy access to needed service;

Customer Focused: Providing the means for customers to judge the quality of services and make informed choices, and

Performance based: Based on clear outcomes to be achieved; mutually negotiated outcomes and methods for measurements; and the means toward measuring and attaining customer satisfaction.

III. WORKFORCE RESOURCE CONSORTIUM/OPERATOR

The Workforce Resource Consortium/Operator consists of the following partner agencies: Allan Hancock College, Department of Social Services, and Employment Development Department. The consortium/operator along with the Workforce Resource System Manager will implement policy directives from the Workforce Investment Board.

IV. NON-FINANCIAL AGREEMENT CLAUSE

This MOU is non-financial in nature and binds no party or partner to financial obligation(s) to any other. Financial or fiduciary arrangements to the One-Stop system are outlined in separate financial agreement(s).

V. TERM OF THE MOU

This MOU shall begin July 1, 2004, and remain in effect until terminated by the repeal of the Workforce Investment Act or per the agreement of the parties, with a minimum 120 days formal notice as per section VI. below.

This MOU constitutes the entire agreement between the parties hereto. This MOU may be reviewed annually and modified, altered, revised, extended or renewed by mutual written consent of all parties, by the issuance of a written amendment, signed and dated by all parties on an as needed basis. Amendments to this MOU may be made 120 days prior to the effective date of the change.

VI. TERMINATION

Termination for Cause: The Workforce Investment Board may terminate any practice related to failure to perform the provisions or requirements of the MOU.

Termination: Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 90 calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to all parties of this MOU. Should any One-Stop Partner withdraw, this MOU shall remain in effect with respect to the other remaining One-Stop Partners.

VII. Partners in the Santa Barbara County Workforce Resource System

- Affiliated Computer Services
- Alcohol Drug and Mental Health Services Department
- Allan Hancock College
- Area Agency on Aging
- Business Advisory Team
- Candleria American Indian Council
- Center for Employment & Training
- Community Action Commission
- Department of Rehabilitation
- Department of Social Services
- Employment Development Department
- Probation Department
- Santa Barbara City College
- Santa Barbara County Schools
- Work Training Programs, Inc.
- Workforce Investment Act
- Women's Economic Ventures

VIII. SERVICES TO BE OFFERED

Services shall be focused on two main customer groups: job seekers and employers, and shall be available at or through the Santa Barbara County One-Stop Workforce Resource Center System.

Partners agree to integrate services to the extent possible, in bringing together resources of program, staff, and/or funding respectively, to provide operations as a single service delivery system as required under the Act the following services:

1. Core Services: WIA Title I-Subtitle B (Regulations 6662.240) eligibility determination; outreach, intake (worker profiling), and orientation; initial assessment; job search; placement assistance; career counseling; job listings; skills needed; occupational demand; information on eligible training providers; performance outcomes; filing claims for UI; supportive services; help in establishing eligibility for WtW and financial aid; and follow-up services (Title I-Subtitle B) for at least 12 months.
2. Access to intensive and training services. Training services may include occupational skills training; on-the-job training; workplace training combined with related instruction; training programs operated by the private sector; skill upgrading and retraining; entrepreneurial training; job readiness training; adult education and literacy activities; and customized training; and
3. Access to all Workforce Resource partner programs and activities.
4. Access to Wagner-Peyser services including job search, placement, recruitment, and other labor exchange services.

IX. ATTACHMENTS

Partner agencies have the ability to include additional attachments, which specifically relate to their activities in the Workforce Resource System. Attachment A details the specific services and location of each partner agency available.

X. STRUCTURE, MANAGEMENT, GOVERNANCE AND STAFFING

As the designated Workforce Investment Act (WIA) funding recipient for the County of Santa Barbara, the County of Santa Barbara will be the hiring authority for the Workforce Resource Manager and his/her staff needed to run the operational functions of the system.

XI. REFERRALS BETWEEN PARTNERS

Partners agree to refer clients to each other by:

In-person

Telephone

E-mail

Memo

XII. CONFIDENTIALITY

Parties to this agreement agree to comply with the various provisions of their respective authorizing legislation, statues, and other provisions pertinent to their day-to-day operation to assure that:

All applications and individual records related to services provided under this agreement, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly related to the delivery of WIA services and/or the administration of programs.

No person will publish, disclose, use or permit or cause to be published, disclosed or used, any confidential information pertaining to the Workforce Resource System customers, participants, or applicants without their written approval.

Upon signed agreements from customers, participants, or applicants, partners agree to share with other partners all the necessary information for the provision of services under the WIA.

XIII. MARKETING

Partner agencies agree to use a collaborative marketing strategy informing job seekers, training and education seekers, employers, employed individuals, and the community at large about the services available through the Workforce Resource Centers.

XIV. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this agreement, the partners agree that they will not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, or national origin.

XV. NONDISCRIMINTORY SERVICES

Within the limits set forth in this agreement, partner agencies agree that all goods and services pursuant to this agreement shall be available to all persons regardless of age, sex, race, political affiliation, religion, ethnic background, marital status, condition of physical or mental handicap.

XVI. UNENFORCEABLE PROVISIONS

If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in force.

XVII. DISPUTES

The parties shall first attempt to resolve all disputes informally. Any party may call a meeting to discuss and resolve disputes. Should informal resolution efforts fail, this dispute shall be referred to the WRC Systems Manager. The Manager, in consultation with the Consortium, will be the final step in mediating or resolving the disputes.

XVIII. SIGNATURES

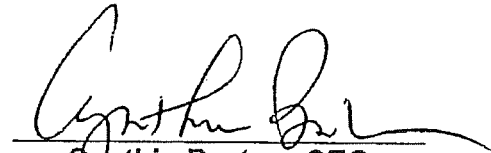
IN WITNESS THEREOF, the parties to this MOU execute this agreement.



Mona Baker
Workforce Resource
System Manager

11/3/04

Date:



Cynthia Burton, CEO
Work Training Programs, Inc.

11/3/04

Date:

Now known as:

PATHPOINT

**WORKFORCE RESOURCE
MEMORANDUM OF UNDERSTANDING
ATTACHMENT A**

As stated in the Santa Barbara County Memorandum of Understanding, Attachment A details the specific services and location of each agency.

PARTNER: Work Training Programs, Inc.
Senior Community Service Employment Program

CONTACT: Tom Reeg

TITLE: Project Director

ADDRESS: 137 Aero Camino
Goleta, CA 93117

PHONE: (805) 961-9200

FAX: (805) 961-9211

PARTNER ORGANIZATION agrees to provide staff at the:

- Santa Barbara Workforce Resource Center
130 E. Ortega Street, Santa Barbara, CA 93101

- Santa Maria Workforce Resource Center
1410 South Broadway, Santa Maria, CA 93454

Santa Barbara County
Memorandum of Understanding
Services to be Offered at the
Workforce Resource Centers

This Memorandum of Understanding (MOU) is entered into with a spirit of cooperation between the Consortium/Operator and the agencies delivering services at the Workforce Resource Centers in Santa Barbara County. Taking into account the mission of the Workforce Resource System this document acknowledges programs and services offered by individual organizations whether or not they have permanent staff co-located at the Workforce Resource Centers (WRC) throughout the County. Additional agreements are in place to cover the costs of co-location.

Mission/Vision

The Santa Barbara County Workforce Resource System is an integrated public-private partnership developed through collaboration that provides services that are easily accessible to all customers. It is a system that ensures employers will be able to recruit, retain, and retrain a workforce possessing the skills needed to compete in a global economy and, job seekers will have the lifelong tools necessary to prepare for viable jobs and flexible careers.

Workforce Resource Consortium/Operator

The Workforce Resource Consortium/Operator consists of the following partners: Allan Hancock College, Alcohol, Drug and Mental Health Services Department, Department of Social Services, Employment Development Department, Santa Barbara City College and Santa Barbara County Schools. The consortium/operator along with the Workforce Resource Director will implement policy directives from the Workforce Investment Board.

Effective Period of Agreement and Termination

The effective dates of this Memorandum of Understanding is April 1, 2000 through June 30, 2002. This MOU may be amended or terminated by mutual consent of the partner and the WRC Manager on behalf of the Workforce Resource Consortium.

A partner may withdraw from this MOU by giving written notice of intent to withdraw at least 90 calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to the Workforce Resource Manager at 1410 South Broadway, Santa Maria, CA 93954.

Partners in the Santa Barbara County Workforce Resource System

- Alcohol Drug and Mental Health Services Department
- Allan Hancock College
- American Association of Retired Persons
- Area Agency on Aging
- Business Advisory Team
- Candaleria American Indian Council
- Center for Employment & Training
- Curtis & Associates
- Community Action Commission
- Department of Rehabilitation
- Department of Social Services
- Employment Development Department
- Probation Department
- Santa Barbara City College
- Santa Barbara County Schools
- Workforce Investment Act
- Women's Economic Ventures

The partners agree, and SHALL provide the following services:

1. Core Services: WIA Title I-Subtitle B (Regulations 662.240) eligibility determination; outreach, intake (worker profiling), and orientation; initial assessment; job search; placement assistance; career counseling; job listings; skills needed; occupational demand; information on eligible training providers; performance outcomes; filing claims for UI; supportive services; help in establishing eligibility for WtW and financial aid; and follow-up services (Title I-Subtitle B) for at least 12 months.
2. Access to intensive and training services. Training services may include occupational skills training; on-the-job training; workplace training combined with related instruction; training programs operated by the private sector; skill upgrading and retraining; entrepreneurial training; job readiness training; adult education and literacy activities; and customized training; and
3. Access to all Workforce Resource partner programs and activities.
4. Access to Wagner-Peyser services including job search, placement, recruitment, and other labor exchange services.

ATTACHMENTS

Partner agencies have the ability to include additional attachments, which specifically relate to their activities in the Workforce Resource System,

Attachment A details the specific services and location of each partner agency available at each site.

STRUCTURE, MANAGEMENT, GOVERNANCE AND STAFFING

As the designated Workforce Investment Act (WIA) funding recipient for the County of Santa Barbara, the County of Santa Barbara will be the hiring authority for the Workforce Resource Manager and his/her staff needed to run the operational functions of the system.

REFERRALS BETWEEN PARTNERS

Partners agree to refer clients to each other by:

In-person

E-mail

Telephone

Memo

CONFIDENTIALITY

Parties to this agreement agree to comply with the various provisions of their respective authorizing legislation, statutes, and other provisions pertinent to their day-to-day operation to assure that:

All applications and individual records related to services provided under this agreement, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly related to the delivery of WIA services and/or the administration of programs.

No person will publish, disclose, use or permit or cause to be published, disclosed or used, any confidential information pertaining to the Workforce Resource System customers, participants, or applicants without their written approval.

Upon signed agreements from customers, participants, or applicants, partners agree to share with other partners all the necessary information for the provision of services under the WIA.

MARKETING

Partner agencies agree to use a collaborative marketing strategy informing job seekers, training and education seekers, employers, employed individuals, and the community at large about the services available through the Workforce Resource Centers.

NON FINANCIAL AGREEMENT

This agreement is non-financial in nature, and binds no party or partner to financial obligations to any other. Financial and fiduciary arrangements to the Workforce Resource System are outlined in separate financial agreements.

EQUAL OPPORTUNITY EMPLOYMENT:

During the performance of this agreement, the partners agree that they will not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, or national origin.

NONDISCRIMINATORY SERVICES:

Within the limits set forth in this agreement, partner agencies agree that all goods and services pursuant to this agreement shall be available to all persons regardless of age, sex, race, political affiliation, religion, ethnic background, marital status, or condition of physical or mental handicap.

UNENFORCEABLE PROVISIONS

If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in force.

DISPUTES:

The parties shall first attempt to resolve all disputes informally. Any party may call a meeting to discuss and resolve disputes. Should informal resolution efforts fail, this dispute shall be referred to the WRC Director. The Director, in consultation with the Consortium, will be the final step in mediating or resolving the disputes.

SIGNATURES

Danielle Salkin
Danielle Salkin
Workforce Resource Director

Terese A. Bullock
Partner Signature

7-29-00
Date:

16 Aug 2000
Date:

WORKFORCE RESOURCE
MEMORANDUM OF UNDERSTANDING
ATTACHMENT A

As stated in the Santa Barbara County Memorandum of Understanding, Attachment A details the specific services and location of each agency.

PARTNER: Alcohol, Drug & Mental Health Services Department

CONTACT: John R. Truman, RPRP

TITLE: Management Specialist

ADDRESS: 500 West Foster Road Santa Maria, Ca. 93455

PHONE: (805) 934-6341

FAX: (805) 934-6381

PARTNER ORGANIZATION agrees to provide staff at the:

Santa Barbara Workforce Resource Center
130 E. Ortega Street, Santa Barbara, CA 93101

Santa Maria Workforce Resource Office
1410 South Broadway, Santa Maria, CA 93954

Services to be provided include:

Location

Santa Barbara

Santa Maria

- Adult Education Classes
- Assessment - mini
- Assessment - full
- Assisted Job search & Placement
- Cal Jobs
- Career Counseling
- Case Management
- Classroom Training
- Computer Access
- Customized Training
- Educational Financial Aid Information
- Follow-up Services
- Job Listings
- Labor Market Information
- Internet Access
- On-site Interviews
- Pre-screening - Applicants
- Pre-Vocational Training
- Program Eligibility Determination
- Program Intake
- Program Orientation
- Program Outreach
- Recruiting
- Referrals to Public Assistance
- Referrals to Supportive Services
- Tax Credit Information
- Unassisted Job Service

Santa Barbara

Santa Maria

- Unemployment Insurance Assistance
- Workshops and Classes
- Shared Operational Services
- Other _Clinical/functional assessments of referred DSS CalWORKS participants and intervention referral
- Other Minimal consultation to partners regarding issues relating to mental illness
- Other Provide training opportunities to partners in the area of serving individuals with mental illness
- Other _____
- Other _____

Services will be offered to:

- Adults
- Dislocated workers
- Employers
- Seniors
- Youth
- Other _____
- Other _____

SIGNATURES:

Danielle Salkin
Danielle Salkin
Workforce Resource Director

Tom V. Bell M.D.
Partner Signature

Aug. 18, 2000
Date:

16 Aug 2000
Date:

SECTION B

Santa Barbara County Memorandum of Understanding Services to be Offered at the Workforce Resource Centers

I. PURPOSE

This Memorandum of Understanding (MOU) is entered into with a spirit of cooperation between the Consortium/Operator and the agencies delivering services at the Workforce Resource Centers in Santa Barbara County. Taking into account the mission of the Workforce Resource system this document acknowledges programs and services offered by individual organizations whether or not they have permanent staff co-located at the Workforce Resource Centers (WRC) throughout the county. Additional agreements are in place to cover the costs of co-location.

II. MISSION/VISION

The Santa Barbara County Workforce Resource System is an integrated public-private partnership developed through collaboration that provides services that are easily accessible to all customers. It is a system that ensures employers will be able to recruit, retain, and retrain a workforce possessing the skills necessary to prepare for viable jobs and flexible careers.

The parties make the commitment to maintain not only the basic provisions of WIA, but also to enact the basic guiding principles of California's One-Stop delivery system. These Principles are as follows:

Integrated: Offering as many employment, training, and education services as possible for employers and individuals seeking jobs or wishing to enhance their skills and affording universal access to the system overall;

Comprehensive: Offering a large array of useful information with wide and easy access to needed service;

Customer Focused: Providing the means for customers to judge the quality of services and make informed choices, and

Performance based: Based on clear outcomes to be achieved; mutually negotiated outcomes and methods for measurements; and the means toward measuring and attaining customer satisfaction.

III. WORKFORCE RESOURCE CONSORTIUM/OPERATOR

The Workforce Resource Consortium/Operator consists of the following partner agencies: Allan Hancock College, Department of Social Services, and Employment Development Department. The consortium/operator along with the Workforce Resource System Manager will implement policy directives from the Workforce Investment Board.

IV. NON-FINANCIAL AGREEMENT CLAUSE

This MOU is non-financial in nature and binds no party or partner to financial obligation(s) to any other. Financial or fiduciary arrangements to the One-Stop system are outlined in separate financial agreement(s).

V. TERM OF THE MOU

This MOU shall begin July 1, 2002, and remain in effect until terminated by the repeal of the Workforce Investment Act or per the agreement of the parties, with a minimum 120 days formal notice as per section VI. below.

This MOU constitutes the entire agreement between the parties hereto. This MOU may be reviewed annually and modified, altered, revised, extended or renewed by mutual written consent of all parties, by the issuance of a written amendment, signed and dated by all parties on an as needed basis. Amendments to this MOU may be made 120 days prior to the effective date of the change.

VI. TERMINATION

Termination for Cause: The Workforce Investment Board may terminate any practice related to failure to perform the provisions or requirements of the MOU.

Termination: Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 90 calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to all parties of this MOU. Should any One-Stop Partner withdraw, this MOU shall remain in effect with respect to the other remaining One-Stop Partners.

VII. Partners in the Santa Barbara County Workforce Resource System

- Affiliated Computer Services
- Alcohol Drug and Mental Health Services Department
- Allan Hancock College
- American Association of Retired Persons
- Area Agency on Aging
- Business Advisory Team
- Candleria American Indian Council
- Center for Employment & Training
- Community Action Commission
- Department of Rehabilitation
- Department of Social Services
- Employment Development Department
- Probation Department
- Santa Barbara City College
- Santa Barbara County Schools
- Workforce Investment Act
- Women's Economic Ventures

VIII. SERVICES TO BE OFFERED

Services shall be focused on two main customer groups: job seekers and employers, and shall be available at or through the Santa Barbara County One-Stop Workforce Resource Center System.

Partners agree to integrate services to the extent possible, in bringing together resources of program, staff, and/or funding respectively, to provide operations as a single service delivery system as required under the Act the following services:

1. Core Services: WIA Title I-Subtitle B (Regulations 6662.240) eligibility determination; outreach, intake (worker profiling), and orientation; initial assessment; job search; placement assistance; career counseling; job listings; skills needed; occupational demand; information on eligible training providers; performance outcomes; filing claims for UI; supportive services; help in establishing eligibility for WtW and financial aid; and follow-up services (Title I-Subtitle B) for at least 12 months.
2. Access to intensive and training services. Training services may include occupational skills training; on-the-job training; workplace training combined with related instruction; training programs operated by the private sector; skill upgrading and retraining; entrepreneurial training; job readiness training; adult education and literacy activities; and customized training; and
3. Access to all Workforce Resource partner programs and activities.
4. Access to Wagner-Peyser services including job search, placement, recruitment, and other labor exchange services.

IX. ATTACHMENTS

Partner agencies have the ability to include additional attachments, which specifically relate to their activities in the Workforce Resource System. Attachment A details the specific services and location of each partner agency available.

X. STRUCTURE, MANAGEMENT, GOVERNANCE AND STAFFING

As the designated Workforce Investment Act (WIA) funding recipient for the County of Santa Barbara, the County of Santa Barbara will be the hiring authority for the Workforce Resource Manager and his/her staff needed to run the operational functions of the system.

XI. REFERRALS BETWEEN PARTNERS

Partners agree to refer clients to each other by:

In-person

Telephone

E-mail

Memo

XII. CONFIDENTIALITY

Parties to this agreement agree to comply with the various provisions of their respective authorizing legislation, statues, and other provisions pertinent to their day-to-day operation to assure that:

All applications and individual records related to services provided under this agreement, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly related to the delivery of WIA services and/or the administration of programs.

No person will publish, disclose, use or permit or cause to be published, disclosed or used, any confidential information pertaining to the Workforce Resource System customers, participants, or applicants without their written approval.

Upon signed agreements from customers, participants, or applicants, partners agree to share with other partners all the necessary information for the provision of services under the WIA.

XIII. MARKETING

Partner agencies agree to use a collaborative marketing strategy informing job seekers, training and education seekers, employers, employed individuals, and the community at large about the services available through the Workforce Resource Centers.

XIV. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this agreement, the partners agree that they will not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, or national origin.

XV. NONDISCRIMINTORY SERVICES

Within the limits set forth in this agreement, partner agencies agree that all goods and services pursuant to this agreement shall be available to all persons regardless of age, sex, race, political affiliation, religion, ethnic background, marital status, condition of physical or mental handicap.

XVI. UNENFORCEABLE PROVISIONS

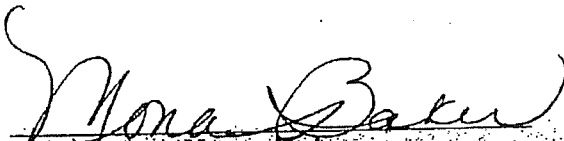
If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in force.

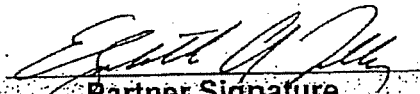
XVII. DISPUTES

The parties shall first attempt to resolve all disputes informally. Any party may call a meeting to discuss and resolve disputes. Should informal resolution efforts fail, this dispute shall be referred to the WRC Systems Manager. The Manager, in consultation with the Consortium, will be the final step in mediating or resolving the disputes.

XVIII. SIGNATURES

IN WITNESS THEREOF, the parties to this MOU execute this agreement.


Mona Baker
Workforce Resource
System Manager


Partner Signature

11/14/02
Date:

10/23/02
Date:

XIV. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this agreement, the partners agree that they will not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, or national origin.

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XVIII. SIGNATURES

IN WITNESS THEREOF, the parties to this MOU execute this agreement.



Mona Baker
Workforce Resource
System Manager



Partner Signature

11/14/02
Date:

10/23/02
Date:

WORKFORCE RESOURCE
MEMORANDUM OF UNDERSTANDING
ATTACHMENT A

As stated in the Santa Barbara County memorandum of Understanding, Attachment A details the specific services and location of each agency.

PARTNER: ALLAN HANCOCK COLLEGE
CONTACT: Terry Exum
TITLE: Associate Dean of Community Education
ADDRESS: 800 S. College Dr., Santa Maria, CA 93455
PHONE: (805) 922-6966, ext. 3242
FAX: (805) 352-1046

PARTNER ORGANIZATION agrees to provide staff at the:

Santa Barbara Workforce Resource Center
130 E. Ortega Street, Santa Barbara, CA 93101

Santa Maria Workforce Resource Center
1410 South Broadway, Santa Maria, CA 93454

Services to be provided include:

Location:

Santa Barbara Santa Maria

- Adult Education Classes
- Assessment – mini
- Assessment – full
- Assisted Job Search & Placement
- Cal Jobs
- Career Counseling
- Case Management
- Classroom Training
- Computer Access
- Customized Training
- Educational Financial Aid Information
- Follow-Up Services
- Job Listings
- Labor Market Information
- Internet Access
- On-Site Interviews
- Pre-Screening – Applicants
- Pre-Vocational Training
- Program Eligibility Determination
- Program Intake
- Program Orientation
- Program Outreach
- Recruiting
- Referrals to Public Assistance
- Referrals to Supportive Services
- Tax Credit Information
- Unassisted Job Service

the Workforce
Resource
Centers

Affiliated Computer Services

Now known as:

**ARBOR
EDUCATION AND TRAINING**

Non-Financial
Memorandum of Understanding
Workforce Resource Center
1410 S. Broadway, Santa Maria
Prepared by Faye Tabin,
WRC Program Analyst
(805) 614-1545
February 20, 2003

**Santa Barbara County
Memorandum of Understanding
Services to be Offered at the
Workforce Resource Centers**

I. PURPOSE

This Memorandum of Understanding (MOU) is entered into with a spirit of cooperation between the Consortium/Operator and the agencies delivering services at the Workforce Resource Centers in Santa Barbara County. Taking into account the mission of the Workforce Resource system, this document acknowledges programs and services offered by individual organizations whether or not they have permanent staff co-located at the Workforce Resource Centers (WRC) throughout the county. Additional agreements are in place to cover the costs of co-location.

II. MISSION/VISION

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Comprehensive: Offering a large array of useful information with wide and easy access to needed service;

Customer Focused: Providing the means for customers to judge the quality of services and make informed choices, and

Performance based: Based on clear outcomes to be achieved; mutually negotiated outcomes and methods for measurements; and the means toward measuring and attaining customer satisfaction.

III. WORKFORCE RESOURCE CONSORTIUM/OPERATOR

The Workforce Resource Consortium/Operator consists of the following partner agencies: Allan Hancock College, Department of Social Services, and Employment Development Department. The consortium/operator

along with the Workforce Resource System Manager will implement policy directives from the Workforce Investment Board.

IV. NON-FINANCIAL AGREEMENT CLAUSE

This MOU is non-financial in nature and binds no party or partner to financial obligation(s) to any other. Financial or fiduciary arrangements to the One-Stop system are outlined in separate financial agreement(s).

V. TERM OF THE MOU

This MOU shall begin July 1, 2002, and remain in effect until terminated by the repeal of the Workforce Investment Act or per the agreement of the parties, with a minimum 120 days formal notice as per section VI. below.

This MOU constitutes the entire agreement between the parties hereto. This MOU may be reviewed annually and modified, altered, revised, extended or renewed by mutual written consent of all parties, by the issuance of a written amendment, signed and dated by all parties on an as needed basis. Amendments to this MOU may be made 120 days prior to the effective date of the change.

VI. TERMINATION

Termination for Cause: The Workforce Investment Board may terminate any practice related to failure to perform the provisions or requirements of the MOU.

Termination: Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 90 calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to all parties of this MOU. Should any One-Stop Partner withdraw, this MOU shall remain in effect with respect to the other remaining One-Stop Partners.

VII. Partners in the Santa Barbara County Workforce Resource System

- Affiliated Computer Services
- Alcohol Drug and Mental Health Services Department
- Allan Hancock College
- American Association of Retired Persons
- Area Agency on Aging
- Business Advisory Team
- Candaleria American Indian Council
- Center for Employment & Training
- Community Action Commission
- Department of Rehabilitation
- Department of Social Services
- Employment Development Department
- Probation Department
- Santa Barbara City College
- Santa Barbara County Schools
- Workforce Investment Act
- Women's Economic Ventures

VIII. SERVICES TO BE OFFERED

Services shall be focused on two main customer groups: job seekers and employers, and shall be available at or through the Santa Barbara County One-Stop Workforce Resource Center System.

Partners agree to integrate services to the extent possible, in bringing together resources of program, staff, and/or funding respectively, to provide operations as a single service delivery system as required under the Act the following services:

1. Core Services: WIA Title I-Subtitle B (Regulations 6662.240) eligibility determination; outreach, intake (worker profiling), and orientation; initial assessment; job search; placement assistance; career counseling; job listings; skills needed; occupational demand; information on eligible training providers; performance outcomes; filing claims for UI; supportive services; help in establishing eligibility for WtW and financial aid; and follow-up services (Title I-Subtitle B) for at least 12 months.
2. Access to intensive and training services. Training services may include occupational skills training; on-the-job training; workplace training combined with related instruction; training programs operated by the private sector; skill upgrading and retraining; entrepreneurial training; job readiness training; adult education and literacy activities; and customized training; and
3. Access to all Workforce Resource partner programs and activities.
4. Access to Wagner-Peyser services including job search, placement, recruitment, and other labor exchange services.

IX. ATTACHMENTS

Partner agencies have the ability to include additional attachments, which specifically relate to their activities in the Workforce Resource System. Attachment A details the specific services and location of each partner agency available.

X. STRUCTURE, MANAGEMENT, GOVERNANCE AND STAFFING

As the designated Workforce Investment Act (WIA) funding recipient for the County of Santa Barbara, the County of Santa Barbara will be the hiring authority for the Workforce Resource Manager and his/her staff needed to run the operational functions of the system.

XI. REFERRALS BETWEEN PARTNERS

Partners agree to refer clients to each other by:

In-person
E-mail

Telephone
Memo

XII. CONFIDENTIALITY

Parties to this agreement agree to comply with the various provisions of their respective authorizing legislation, statutes, and other provisions pertinent to their day-to-day operation to assure that:

All applications and individual records related to services provided under this agreement, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly related to the delivery of WIA services and/or the administration of programs.

No person will publish, disclose, use or permit or cause to be published, disclosed or used, any confidential information pertaining to the Workforce Resource System customers, participants, or applicants without their written approval.

Upon signed agreements from customers, participants, or applicants, partners agree to share with other partners all the necessary information for the provision of services under the WIA.

XIII. MARKETING

Partner agencies agree to use a collaborative marketing strategy informing job seekers, training and education seekers, employers, employed individuals, and the community at large about the services available through the Workforce Resource Centers.

XIV. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this agreement, the partners agree that they will not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, or national origin.

XV. NONDISCRIMINARY SERVICES

Within the limits set forth in this agreement, partner agencies agree that all goods and services pursuant to this agreement shall be available to all persons regardless of age, sex, race, political affiliation, religion, ethnic background, marital status, condition of physical or mental handicap.

XVI. UNENFORCEABLE PROVISIONS


If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in force.

XVII. DISPUTES

The parties shall first attempt to resolve all disputes informally. Any party may call a meeting to discuss and resolve disputes. Should informal resolution efforts fail, this dispute shall be referred to the WRC Systems Manager. The Manager, in consultation with the Consortium, will be the final step in mediating or resolving the disputes.

XVIII. SIGNATURES

IN WITNESS THEREOF, the parties to this MOU execute this agreement.



Mona Baker
Workforce Resource
System Manager



Eric Walker
Partner Signature

3/3/03
Date:

2/26/03
Date:

**WORKFORCE RESOURCE
MEMORANDUM OF UNDERSTANDING
ATTACHMENT A**

As stated in the Santa Barbara County Memorandum of Understanding, Attachment A details the specific services and location of each agency.

PARTNER: **AFFILIATED COMPUTER SERVICES**

CONTACT: **Eric Walker**

TITLE: **Program Manager**

ADDRESS: **1410 S. Broadway Ste. C,
Santa Maria, CA 93455**

PHONE: **(805) 614-1250**

FAX: **(805) 614-1238**

PARTNER ORGANIZATION agrees to provide staff at the:

 **Santa Barbara Workforce Resource Center
130 E. Ortega Street, Santa Barbara, CA 93101**

 **Santa Maria Workforce Resource Center
1410 South Broadway, Santa Maria, CA 93454**

Services to be provided include:

Location:

Santa Barbara Santa Maria

- Adult Education Classes
- Assessment – mini
- Assessment – full
- Assisted Job Search & Placement
- Cal Jobs
- Career Counseling
- Case Management
- Classroom Training
- Computer Access
- Customized Training
- Educational Financial Aid Information
- Follow-Up Services
- Job Listings
- Labor Market Information
- Internet Access
- On-Site Interviews
- Pre-Screening – Applicants
- Pre-Vocational Training
- Program Eligibility Determination
- Program Intake
- Program Orientation
- Program Outreach
- Recruiting
- Referrals to Public Assistance
- Referrals to Supportive Services
- Tax Credit Information
- Unassisted Job Service

**Santa Barbara County
Memorandum of Understanding
Services to be Offered at the
Workforce Resource Centers**

I. PURPOSE

This Memorandum of Understanding (MOU) is entered into with a spirit of cooperation between the Consortium/Operator and the agencies delivering services at the Workforce Resource Centers in Santa Barbara County. Taking into account the mission of the Workforce Resource system, this document acknowledges programs and services offered by individual organizations whether or not they have permanent staff co-located at the Workforce Resource Centers (WRC) throughout the county. Additional agreements are in place to cover the costs of co-location.

II. MISSION/VISION

The Santa Barbara County Workforce Resource System is an integrated public-private partnership developed through collaboration that provides services that are easily accessible to all customers. It is a system that ensures employers will be able to recruit, retain, and retrain a workforce possessing the skills necessary to prepare for viable jobs and flexible careers.

The parties make the commitment to maintain not only the basic provisions of WIA, but also to enact the basic guiding principles of California's One-Stop delivery system. These Principles are as follows:

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VI. TERMINATION

Termination for Cause: The Workforce Investment Board may terminate any practice related to failure to perform the provisions or requirements of the MOU.

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- Women's Economic Ventures

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Services shall be focused on two main customer groups: job seekers and employers, and shall be available at or through the Santa Barbara County One-Stop Workforce Resource Center System.

Partners agree to integrate services to the extent possible, in bringing together resources of program, staff, and/or funding respectively, to provide operations as a single service delivery system as required under the Act the following services:

1. Core Services: WIA Title I-Subtitle B (Regulations 6662.240) eligibility determination; outreach, intake (worker profiling), and orientation; initial assessment; job search; placement assistance; career counseling; job listings; skills needed; occupational demand; information on eligible training providers; performance outcomes; filing claims for UI; supportive services; help in establishing eligibility for WtW and financial aid; and follow-up services (Title I-Subtitle B) for at least 12 months.
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3. Access to all Workforce Resource partner programs and activities.
4. Access to Wagner-Peyser services including job search, placement, recruitment, and other labor exchange services.

IX. ATTACHMENTS

Partner agencies have the ability to include additional attachments, which specifically relate to their activities in the Workforce Resource System. Attachment A details the specific services and location of each partner agency available.

X. STRUCTURE, MANAGEMENT, GOVERNANCE AND STAFFING

As the designated Workforce Investment Act (WIA) funding recipient for the County of Santa Barbara, the County of Santa Barbara will be the hiring authority for the Workforce Resource Manager and his/her staff needed to run the operational functions of the system.

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In-person
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Telephone
Memo

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No person will publish, disclose, use or permit or cause to be published, disclosed or used, any confidential information pertaining to the Workforce Resource System customers, participants, or applicants without their written approval.

Upon signed agreements from customers, participants, or applicants, partners agree to share with other partners all the necessary information for the provision of services under the WIA.

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Partner agencies agree to use a collaborative marketing strategy informing job seekers, training and education seekers, employers, employed individuals, and the community at large about the services available through the Workforce Resource Centers.

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XVIII. SIGNATURES

IN WITNESS THEREOF, the parties to this MOU execute this agreement.



**Mona Baker
Workforce Resource
System Manager**

3/14/03

Date:



Partner Signature

3/6/03

Date:

**WORKFORCE RESOURCE
MEMORANDUM OF UNDERSTANDING
ATTACHMENT A**

As stated in the Santa Barbara County Memorandum of Understanding, Attachment A details the specific services and location of each agency.

PARTNER: Community Action Commission

CONTACT: Rita Madden

TITLE: Executive Director

ADDRESS: 5681 Hollister Ave.
Goleta, Ca 93117-3475

PHONE: (805) 964-8857

FAX: (805) 683-5872

PARTNER ORGANIZATION agrees to provide staff at the:

Santa Barbara Workforce Resource Center
130 E. Ortega Street, Santa Barbara, CA 93101

Santa Maria Workforce Resource Center
1410 South Broadway, Santa Maria, CA 93454

Services to be provided include:

Location:

Santa Barbara Santa Maria

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- Assessment – full
- Assisted Job Search & Placement
- Cal Jobs
- Career Counseling
- Case Management
- Classroom Training
- Computer Access
- Customized Training
- Educational Financial Aid Information
- Follow-Up Services
- Job Listings
- Labor Market Information
- Internet Access
- On-Site Interviews
- Pre-Screening – Applicants
- Pre-Vocational Training
- Program Eligibility Determination
- Program Intake
- Program Orientation
- Program Outreach
- Recruiting
- Referrals to Public Assistance
- Referrals to Supportive Services
- Tax Credit Information
- Unassisted Job Service

**Santa Barbara County
Memorandum of Understanding
Services to be Offered at the
Workforce Resource Centers**

I. PURPOSE

This Memorandum of Understanding (MOU) is entered into with a spirit of cooperation between the Consortium/Operator and the agencies delivering services at the Workforce Resource Centers in Santa Barbara County. Taking into account the mission of the Workforce Resource system, this document acknowledges programs and services offered by individual organizations whether or not they have permanent staff co-located at the Workforce Resource Centers (WRC) throughout the county. Additional agreements are in place to cover the costs of co-location.

II. MISSION/VISION

The Santa Barbara County Workforce Resource System is an integrated public-private partnership developed through collaboration that provides services that are easily accessible to all customers. It is a system that ensures employers will be able to recruit, retain, and retrain a workforce possessing the skills necessary to prepare for viable jobs and flexible careers.

The parties make the commitment to maintain not only the basic provisions of WIA, but also to enact the basic guiding principles of California's One-Stop delivery system. These Principles are as follows:

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The Workforce Resource Consortium/Operator consists of the following partner agencies: Allan Hancock College, Department of Social Services, and Employment Development Department. The consortium/operator along with the Workforce Resource System Manager will implement policy directives from the Workforce Investment Board.

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This MOU constitutes the entire agreement between the parties hereto. This MOU may be reviewed annually and modified, altered, revised, extended or renewed by mutual written consent of all parties, by the issuance of a written amendment, signed and dated by all parties on an as needed basis. Amendments to this MOU may be made 120 days prior to the effective date of the change.

VI. TERMINATION

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Termination: Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 90 calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to all parties of this MOU. Should any One-Stop Partner withdraw, this MOU shall remain in effect with respect to the other remaining One-Stop Partners.

VII. Partners in the Santa Barbara County Workforce Resource System

- Affiliated Computer Services
- Alcohol Drug and Mental Health Services Department
- Allan Hancock College
- American Association of Retired Persons
- Area Agency on Aging
- Business Advisory Team
- Candleria American Indian Council
- Center for Employment & Training
- Community Action Commission
- Department of Rehabilitation
- Department of Social Services
- Employment Development Department
- Probation Department
- Santa Barbara City College
- Santa Barbara County Schools
- Workforce Investment Act
- Women's Economic Ventures

VIII. SERVICES TO BE OFFERED

Services shall be focused on two main customer groups: job seekers and employers, and shall be available at or through the Santa Barbara County One-Stop Workforce Resource Center System.

Partners agree to integrate services to the extent possible, in bringing together resources of program, staff, and/or funding respectively, to provide operations as a single service delivery system as required under the Act the following services:

1. Core Services: WIA Title I-Subtitle B (Regulations 6662.240) eligibility determination; outreach, intake (worker profiling), and orientation; initial assessment; job search; placement assistance; career counseling; job listings; skills needed; occupational demand; information on eligible training providers; performance outcomes; filing claims for UI; supportive services; help in establishing eligibility for WtW and financial aid; and follow-up services (Title I-Subtitle B) for at least 12 months.
2. Access to intensive and training services. Training services may include occupational skills training; on-the-job training; workplace training combined with related instruction; training programs operated by the private sector; skill upgrading and retraining; entrepreneurial training; job readiness training; adult education and literacy activities; and customized training; and
3. Access to all Workforce Resource partner programs and activities.
4. Access to Wagner-Peyser services including job search, placement, recruitment, and other labor exchange services.

IX. ATTACHMENTS

Partner agencies have the ability to include additional attachments, which specifically relate to their activities in the Workforce Resource System.

Attachment A details the specific services and location of each partner agency available.

X. STRUCTURE, MANAGEMENT, GOVERNANCE AND STAFFING

As the designated Workforce Investment Act (WIA) funding recipient for the County of Santa Barbara, the County of Santa Barbara will be the hiring authority for the Workforce Resource Manager and his/her staff needed to run the operational functions of the system.

XI. REFERRALS BETWEEN PARTNERS

Partners agree to refer clients to each other by:

In-person
E-mail

Telephone
Memo

XII. CONFIDENTIALITY

Parties to this agreement agree to comply with the various provisions of their respective authorizing legislation, statues, and other provisions pertinent to their day-to-day operation to assure that:

All applications and individual records related to services provided under this agreement, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly related to the delivery of WIA services and/or the administration of programs.

No person will publish, disclose, use or permit or cause to be published, disclosed or used, any confidential information pertaining to the Workforce Resource System customers, participants, or applicants without their written approval.

Upon signed agreements from customers, participants, or applicants, partners agree to share with other partners all the necessary information for the provision of services under the WIA.

XIII. MARKETING

Partner agencies agree to use a collaborative marketing strategy informing job seekers, training and education seekers, employers, employed individuals, and the community at large about the services available through the Workforce Resource Centers.

XIV. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this agreement, the partners agree that they will not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, or national origin.

XV. NONDISCRIMINARY SERVICES

Within the limits set forth in this agreement, partner agencies agree that all goods and services pursuant to this agreement shall be available to all persons regardless of age, sex, race, political affiliation, religion, ethnic background, marital status, condition of physical or mental handicap.

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XVIII. SIGNATURES

WORKFORCE RESOURCE
MEMORANDUM OF UNDERSTANDING
ATTACHMENT A

As stated I the Santa Barbara County Memorandum of Understanding, Attachment A details the specific services and location of each agency.

PARTNER: Center for Employment Training
CONTACT: Mr. Gabriel Morales
TITLE: CET Division Director
ADDRESS: 509 West Morrison Avenue, Santa Maria, CA 93458
PHONE: (805) 928-1737
FAX: (805) 928-1203

PARTNER ORGANIZATION agrees to provide staff at the:

Santa Barbara Workforce Resource Center
130 E. Ortega Street, Santa Barbara, CA 93101

Santa Maria Workforce Resource Center
1410 South Broadway, Santa Maria, CA 93954

SERVICES TO BE PROVIDED INCLUDE:

Santa Barbara

Santa Maria

- Adult Education Classes
- Assessment – mini
- Assessment – full
- Assisted Job search & placement
- Cal Jobs
- Career Counseling
- Case Management
- Classroom Training
- Educational Financial Aid Information
- Follow-up Services
- Job Listings
- Labor Market Information
- Internet Access
- On-Site Interviews
- Pre-screening – Applicants
- Pre-vocational Training
- Program Eligibility Determination
- Program Intake
- Program Orientation
- Program Outreach
- Recruiting
- Referrals to Public Assistance
- Referrals to Supportive Services

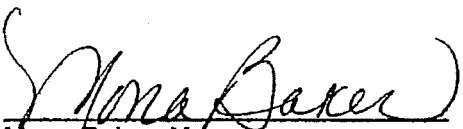
- Tax Credit Information
- Unassisted Job Service

- Unemployment Insurance Assistance
- Workshops and Classes
- Shared Operational Services
- Vocational English-as-a-Second Language
- Basic Remedial Education
- Other _____
- Other _____

SERVICES WILL BE OFFERED TO:

- Adults
- Dislocated Workers
- Employers
- Seniors
- Youth
- Migrant and Seasonal Farm Workers
- Other _____

SIGNATURES:


Mona Baker, Manager
Workforce Resource Center Manager

9-22-06
Date: September 22, 2006


Gabriel Morales, Director
Center for Employment Training

9/22/06
Date: September 22, 2006

**Santa Barbara County
Memorandum of Understanding
Services to be Offered at the
Workforce Resource Centers**

I. PURPOSE

This Memorandum of Understanding (MOU) is entered into with a spirit of cooperation between the Consortium/Operator and the agencies delivering services at the Workforce Resource Centers in Santa Barbara County. Taking into account the mission of the Workforce Resource system, this document acknowledges programs and services offered by individual organizations whether or not they have permanent staff co-located at the Workforce Resource Centers (WRC) throughout the county. Additional agreements are in place to cover the costs of co-location.

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- Department of Rehabilitation
- Department of Social Services
- Employment Development Department
- Probation Department
- Santa Barbara City College
- Santa Barbara County Schools
- Work Training Programs, Inc.
- Workforce Investment Act
- Women's Economic Ventures

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XII. CONFIDENTIALITY

Parties to this agreement agree to comply with the various provisions of their respective authorizing legislation, statutes, and other provisions pertinent to their day-to-day operation to assure that:

All applications and individual records related to services provided under this agreement, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly related to the delivery of WIA services and/or the administration of programs.

No person will publish, disclose, use or permit or cause to be published, disclosed or used, any confidential information pertaining to the Workforce Resource System customers, participants, or applicants without their written approval.

Upon signed agreements from customers, participants, or applicants, partners agree to share with other partners all the necessary information for the provision of services under the WIA.

XIII. MARKETING

Partner agencies agree to use a collaborative marketing strategy informing job seekers, training and education seekers, employers, employed individuals, and the community at large about the services available through the Workforce Resource Centers.

XIV. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this agreement, the partners agree that they will not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex or national origin.

XV. NONDISCRIMINARY SERVICES

Within the limits set forth in this agreement, partner agencies agree that all goods and services pursuant to this agreement shall be available to all persons regardless of age, sex, race, political affiliation, religion, ethnic background, marital status, condition of physical or mental handicap.

XVI. UNENFORCEABLE PROVISIONS

If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in force.

XVII. DISPUTES

The parties shall first attempt to resolve all disputes informally. Any party may call a meeting to discuss and resolve disputes. Should informal resolution efforts fail, this dispute shall be referred to the WRC Systems Manager. The Manager, in consultation with the Consortium, will be the final step in mediating or resolving the disputes.

XVIII. INDEMNIFICATION

DOR shall defend, indemnify and hold Santa Barbara Workforce Investment Board, Workforce Resource Centers Consortium, its officers, employees and agents, including the One-Stop Operator, 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 DOR, its officers, agents or employees.

(SBCWFIB, WRCC) shall defend, indemnify and hold DOR, its officers, employees and agents, harmless from and against any and all liability, loss, expense, or claims arising out of the performance of this agreement, 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 (SBCWFIB, WRCC), its officers, agents or employees.

**WORKFORCE RESOURCE
MEMORANDUM OF UNDERSTANDING
ATTACHMENT**

As stated in the Santa Barbara County Memorandum of Understanding, Attachment A details the specific services and location of each agency.

PARTNER: STATE OF CALIFORNIA
DEPARTMENT OF REHABILITATION

CONTACT: Kenna Hickman

TITLE: Rehabilitation Supervisor

ADDRESS: 509 E Montecito Street, Ste. 101, Santa Barbara, 93103

PHONE: (805) 560-8139

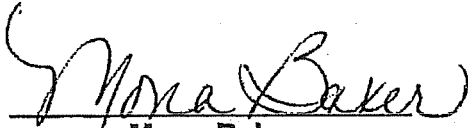
FAX: (805) 560-8164

PARTNER ORGANIZATION agrees to provide staff at the:

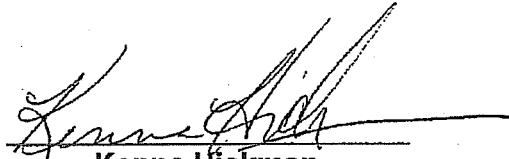
- Santa Barbara Workforce Resource Center
130 E. Ortega Street, Santa Barbara, CA 93101
- Santa Maria Workforce Resource Center
1410 South Broadway, Santa Maria, CA 93454

IXX. SIGNATURES

IN WITNESS THEREOF, the parties to this MOU execute this agreement.



Mona Baker
Workforce Resource
System Manager



Kenna Hickman
Department of
Rehabilitation

1-16-08
Date:

12-14-2007
Date:

**Santa Barbara County
Memorandum of Understanding
Services to be Offered at the
Workforce Resource Centers**

I. PURPOSE

This Memorandum of Understanding (MOU) is entered into with a spirit of cooperation between the Consortium/Operator and the agencies delivering services at the Workforce Resource Centers in Santa Barbara County. Taking into account the mission of the Workforce Resource system, this document acknowledges programs and services offered by individual organizations whether or not they have permanent staff co-located at the Workforce Resource Centers (WRC) throughout the county. Additional agreements are in place to cover the costs of co-location.

II. MISSION/VISION

The Santa Barbara County Workforce Resource System is an integrated public-private partnership developed through collaboration that provides services that are easily accessible to all customers. It is a system that ensures employers will be able to recruit, retain, and retrain a workforce possessing the skills necessary to prepare for viable jobs and flexible careers.

The parties make the commitment to maintain not only the basic provisions of WIA, but also to enact the basic guiding principles of California's One-Stop delivery system. These Principles are as follows:

Integrated: Offering as many employment, training, and education services as possible for employers and individuals seeking jobs or wishing to enhance their skills and affording universal access to the system overall;

Comprehensive: Offering a large array of useful information with wide and easy access to needed service;

Customer Focused: Providing the means for customers to judge the quality of services and make informed choices, and

Performance based: Based on clear outcomes to be achieved; mutually negotiated outcomes and methods for measurements; and the means toward measuring and attaining customer satisfaction.

III. WORKFORCE RESOURCE CONSORTIUM/OPERATOR

The Workforce Resource Consortium/Operator consists of the following partner agencies: Allan Hancock College, Department of Social Services, and Employment Development Department. The consortium/operator along with the Workforce Resource System Manager will implement policy directives from the Workforce Investment Board.

IV. NON-FINANCIAL AGREEMENT CLAUSE

This MOU is non-financial in nature and binds no party or partner to financial obligation(s) to any other. Financial or fiduciary arrangements to the One-Stop system are outlined in separate financial agreement(s).

V. TERM OF THE MOU

This MOU shall begin July 1, 2002, and remain in effect until terminated by the repeal of the Workforce Investment Act or per the agreement of the parties, with a minimum 120 days formal notice as per section VI. below.

This MOU constitutes the entire agreement between the parties hereto. This MOU may be reviewed annually and modified, altered, revised, extended or renewed by mutual written consent of all parties, by the issuance of a written amendment, signed and dated by all parties on an as needed basis. Amendments to this MOU may be made 120 days prior to the effective date of the change.

VI. TERMINATION

Termination for Cause: The Workforce Investment Board may terminate any practice related to failure to perform the provisions or requirements of the MOU.

Termination: Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 90 calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to all parties of this MOU. Should any One-Stop Partner withdraw, this MOU shall remain in effect with respect to the other remaining One-Stop Partners.

VII. Partners in the Santa Barbara County Workforce Resource System

- Affiliated Computer Services
- Alcohol Drug and Mental Health Services Department
- Allan Hancock College
- American Association of Retired Persons
- Area Agency on Aging
- Business Advisory Team
- Candalaria American Indian Council
- Center for Employment & Training
- Community Action Commission
- Department of Rehabilitation
- Department of Social Services
- Employment Development Department
- Probation Department
- Santa Barbara City College
- Santa Barbara County Schools
- Workforce Investment Act
- Women's Economic Ventures

VIII. SERVICES TO BE OFFERED

Services shall be focused on two main customer groups: job seekers and employers, and shall be available at or through the Santa Barbara County One-Stop Workforce Resource Center System.

Partners agree to integrate services to the extent possible, in bringing together resources of program, staff, and/or funding respectively, to provide operations as a single service delivery system as required under the Act the following services:

1. Core Services: WIA Title I-Subtitle B (Regulations 6662.240) eligibility determination; outreach, intake (worker profiling), and orientation; initial assessment; job search; placement assistance; career counseling; job listings; skills needed; occupational demand; information on eligible training providers; performance outcomes; filing claims for UI; supportive services; help in establishing eligibility for WtW and financial aid; and follow-up services (Title I-Subtitle B) for at least 12 months.
2. Access to intensive and training services. Training services may include occupational skills training; on-the-job training; workplace training combined with related instruction; training programs operated by the private sector; skill upgrading and retraining; entrepreneurial training; job readiness training; adult education and literacy activities; and customized training; and
3. Access to all Workforce Resource partner programs and activities.
4. Access to Wagner-Peyser services including job search, placement, recruitment, and other labor exchange services.

IX. ATTACHMENTS

Partner agencies have the ability to include additional attachments, which specifically relate to their activities in the Workforce Resource System.

Attachment A details the specific services and location of each partner agency available.

X. STRUCTURE, MANAGEMENT, GOVERNANCE AND STAFFING

As the designated Workforce Investment Act (WIA) funding recipient for the County of Santa Barbara, the County of Santa Barbara will be the hiring authority for the Workforce Resource Manager and his/her staff needed to run the operational functions of the system.

XI. REFERRALS BETWEEN PARTNERS

Partners agree to refer clients to each other by:

In-person
E-mail

Telephone
Memo

XII. CONFIDENTIALITY

Parties to this agreement agree to comply with the various provisions of their respective authorizing legislation, statues, and other provisions pertinent to their day-to-day operation to assure that:

All applications and individual records related to services provided under this agreement, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly related to the delivery of WIA services and/or the administration of programs.

No person will publish, disclose, use or permit or cause to be published, disclosed or used, any confidential information pertaining to the Workforce Resource System customers, participants, or applicants without their written approval.

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XIII. MARKETING

Partner agencies agree to use a collaborative marketing strategy informing job seekers, training and education seekers, employers, employed individuals, and the community at large about the services available through the Workforce Resource Centers.

XIV. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this agreement, the partners agree that they will not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, or national origin.

XV. NONDISCRIMINTORY SERVICES

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XVI. UNENFORCEABLE PROVISIONS


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XVII. DISPUTES

The parties shall first attempt to resolve all disputes informally. Any party may call a meeting to discuss and resolve disputes. Should informal resolution efforts fail, this dispute shall be referred to the WRC Systems Manager. The Manager, in consultation with the Consortium, will be the final step in mediating or resolving the disputes.

XVIII. SIGNATURES

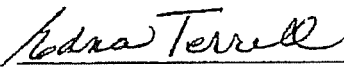
IN WITNESS THEREOF, the parties to this MOU execute this agreement.



Mona Baker
Workforce Resource
System Manager

2-19-03

Date:



Partner Signature

2-19-03

Date:

**WORKFORCE RESOURCE
MEMORANDUM OF UNDERSTANDING
ATTACHMENT A**

As stated in the Santa Barbara County Memorandum of Understanding, Attachment A details the specific services and location of each agency.

PARTNER: Department of Social Services
CONTACT: Edna Terrell
TITLE: Deputy Director
ADDRESS: 234 Camino Del Remedio
Santa Barbara, CA 93110-1369
PHONE: (805) 681-4485
FAX: (805) 681-4403

PARTNER ORGANIZATION agrees to provide staff at the:

Santa Barbara Workforce Resource Center
130 E. Ortega Street, Santa Barbara, CA 93101

Santa Maria Workforce Resource Center
1410 South Broadway, Santa Maria, CA 93454

Services to be provided include:

Location:
 Santa Barbara Santa Maria

- Adult Education Classes
- Assessment – mini
- Assessment – full
- Assisted Job Search & Placement
- Cal Jobs
- Career Counseling
- Case Management
- Classroom Training
- Computer Access
- Customized Training
- Educational Financial Aid Information
- Follow-Up Services
- Job Listings
- Labor Market Information
- Internet Access
- On-Site Interviews
- Pre-Screening – Applicants
- Pre-Vocational Training
- Program Eligibility Determination
- Program Intake
- Program Orientation
- Program Outreach
- Recruiting
- Referrals to Public Assistance
- Referrals to Supportive Services
- Tax Credit Information
- Unassisted Job Service

SECTION B

Santa Barbara County Memorandum of Understanding Services to be Offered at the Workforce Resource Centers

I. PURPOSE

This Memorandum of Understanding (MOU) is entered into with a spirit of cooperation between the Consortium/Operator and the agencies delivering services at the Workforce Resource Centers in Santa Barbara County. Taking into account the mission of the Workforce Resource system this document acknowledges programs and services offered by individual organizations whether or not they have permanent staff co-located at the Workforce Resource Centers (WRC) throughout the county. Additional agreements are in place to cover the costs of co-location.

II. MISSION/VISION

The Santa Barbara County Workforce Resource System is an integrated public-private partnership developed through collaboration that provides services that are easily accessible to all customers. It is a system that ensures employers will be able to recruit, retain, and retrain a workforce possessing the skills necessary to prepare for viable jobs and flexible careers.

The parties make the commitment to maintain not only the basic provisions of WIA, but also to enact the basic guiding principles of California's One-Stop delivery system. These Principles are as follows:

Integrated: Offering as many employment, training, and education services as possible for employers and individuals seeking jobs or wishing to enhance their skills and affording universal access to the system overall;

Comprehensive: Offering a large array of useful information with wide and easy access to needed service;

Customer Focused: Providing the means for customers to judge the quality of services and make informed choices, and

Performance based: Based on clear outcomes to be achieved; mutually negotiated outcomes and methods for measurements; and the means toward measuring and attaining customer satisfaction.

III. WORKFORCE RESOURCE CONSORTIUM/OPERATOR

The Workforce Resource Consortium/Operator consists of the following partner agencies: Allan Hancock College, Department of Social Services, and Employment Development Department (EDD). The consortium/operator along with the Workforce Resource System Manager will implement policy directives from the Workforce Investment Board.

IV. NON-FINANCIAL AGREEMENT CLAUSE

This MOU is non-financial in nature and binds no party or partner to financial obligation(s) to any other. Financial or fiduciary arrangements to the One-Stop system are outlined in separate financial agreement(s).

V. TERM OF THE MOU

This MOU shall begin June 1, 2006 and remain in effect until terminated by the repeal of the Workforce Investment Act or per the agreement of the parties, with a minimum 120 days formal notice as per section VI. below.

This MOU constitutes the entire agreement between the parties hereto. This MOU may be reviewed annually and modified, altered, revised, extended or renewed by mutual written consent of all parties, by the issuance of a written amendment, signed and dated by all parties on an as needed basis. Amendments to this MOU may be made 120 days prior to the effective date of the change.

VI. TERMINATION

Termination for Cause: The Workforce Investment Board may terminate any practice related to failure to perform the provisions or requirements of the MOU.

Termination: Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 90 calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to all parties of this MOU. Should any One-Stop Partner withdraw, this MOU shall remain in effect with respect to the other remaining One-Stop Partners.

VII. Partners in the Santa Barbara County Workforce Resource System

- Arbor Education & Training
- Alcohol-Drug and Mental Health Services Department
- Allan Hancock College
- Area Agency on Aging
- Business Advisory Team
- Candelaria American Indian Council
- Center for Employment & Training
- Work Training Program
- Community Action Commission
- Department of Rehabilitation
- Department of Social Services
- Employment Development Department
- Probation Department
- Santa Barbara City College
- Santa Barbara County Schools
- Workforce Investment Act
- Women's Economic Ventures

VIII. SERVICES TO BE OFFERED

Services shall be focused on two main customer groups: job seekers and employers, and shall be available at or through the Santa Barbara County One-Stop Workforce Resource Center System.

Partners agree to integrate services to the extent possible, in bringing together resources of program, staff, and/or funding respectively, to provide operations as a single service delivery system as required under the Act the following services:

1. Core Services: WIA Title I-Subtitle B (Regulations 6662.240) eligibility determination; outreach, intake (worker profiling), and orientation; initial assessment; job search; placement assistance; career counseling; job listings; skills needed; occupational demand; information on eligible training providers; performance outcomes; filing claims for UI; supportive services; help in establishing eligibility for WtW and financial aid; and follow-up services (Title I-Subtitle B) for at least 12 months.
2. Access to intensive and training services. Training services may include occupational skills training; on-the-job training; workplace training combined with related instruction; training programs operated by the private sector; skill upgrading and retraining; entrepreneurial training; job readiness training; adult education and literacy activities; and customized training; and
3. Access to all Workforce Resource partner programs and activities.
4. Access to Wagner-Peyser services including job search, placement, recruitment, and other labor exchange services.

IX. ATTACHMENTS

Partner agencies have the ability to include additional attachments, which specifically relate to their activities in the Workforce Resource System. Attachment A details the specific services and location of each partner agency available.

X. STRUCTURE, MANAGEMENT, GOVERNANCE AND STAFFING

As the designated Workforce Investment Act (WIA) funding recipient for the County of Santa Barbara, the County of Santa Barbara will be the hiring authority for the Workforce Resource Manager and his/her staff needed to run the operational functions of the system.

XI. REFERRALS BETWEEN PARTNERS

Partners agree to refer clients to each other by:

In-person
E-mail

Telephone
Memo

The EDD agrees to refer its applicants and clients, including Migrant Seasonal Farmworkers, to other One-Stop partner's services when such individuals may be eligible for the partner's services.

The One-Stop Partners agree to refer their applicants and clients, including Migrant Seasonal Farmworkers, to EDD when such individuals may be eligible for EDD services.

XII. CONFIDENTIALITY

Parties to this agreement agree to comply with the various provisions of their respective authorizing legislation, statues, and other provisions pertinent to their day-to-day operation to assure that:

All applications and individual records related to services provided under this agreement, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly related to the delivery of WIA services and/or the administration of programs.

No person will publish, disclose, use or permit or cause to be published, disclosed or used, any confidential information pertaining to the Workforce Resource System customers, participants, or applicants without their written approval.

Upon signed agreements from customers, participants, or applicants, partners agree to share with other partners all the necessary information for the provision of services under the WIA.

XIII. MARKETING

Partner agencies agree to use a collaborative marketing strategy informing job seekers, training and education seekers, employers, employed individuals, and the community at large about the services available through the Workforce Resource Centers.

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During the performance of this agreement, the partners agree that they will not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, or national origin.

XV. NONDISCRIMINARY SERVICES

Within the limits set forth in this agreement, partner agencies agree that all goods and services pursuant to this agreement shall be available to all persons regardless of age, sex, race, political affiliation, religion, ethnic background, marital status, condition of physical or mental handicap.

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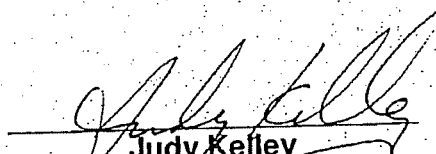
XVIII. SIGNATURES

IN WITNESS THEREOF, the parties to this MOU execute this agreement.



Mona Baker
Workforce Resource
System Manager

06-01-06
Date:



Judy Kelley
Job Service Manager
Employment Development
Department

6-1-06
Date:

**WORKFORCE RESOURCE
MEMORANDUM OF UNDERSTANDING
ATTACHMENT A**

As stated in the Santa Barbara County memorandum of Understanding, Attachment A details the specific services and location of each agency.

PARTNER: Employment Development Department
CONTACT: Judy Kelley
TITLE: Job Service Manager
ADDRESS: 1410 S Broadway, Santa Maria CA 93454
PHONE: (805) 614-1220
FAX: (805) 922-4912

PARTNER ORGANIZATION agrees to provide staff at the:

- Santa Barbara Workforce Resource Center
130 E. Ortega Street, Santa Barbara, CA 93101
- Santa Maria Workforce Resource Center
1410 South Broadway, Santa Maria, CA 93454

Services to be provided include:

Location:
X Santa Barbara X Santa Maria

- Adult Education Classes
- Assessment – mini
- Assessment – full
- Assisted Job Search & Placement
- Cal Jobs
- Career Counseling
- Case Management
- Veterans Services
- Computer Access
- Migrant Seasonal Farmworker Outreach
- Trade Adjustment Assistance
- Rapid Response
- Job Listings
- Labor Market Information
- Internet Access
- On-Site Interviews
- Pre-Screening – Applicants
- Pre-Vocational Training
- Program Eligibility Determination
- Program Intake
- Program Orientation
- Recruiting Assistance for Employers
- Referrals to Public Assistance
- Referrals to Supportive Services
- Tax Credit Information
- Self-Directed Job Service

**Santa Barbara County
Memorandum of Understanding
Services to be Offered at the
Workforce Resource Centers**

I. PURPOSE

This Memorandum of Understanding (MOU) is entered into with a spirit of cooperation between the Consortium/Operator and the agencies delivering services at the Workforce Resource Centers in Santa Barbara County. Taking into account the mission of the Workforce Resource system, this document acknowledges programs and services offered by individual organizations whether or not they have permanent staff co-located at the Workforce Resource Centers (WRC) throughout the county. Additional agreements are in place to cover the costs of co-location.

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XVIII. SIGNATURES

IN WITNESS THEREOF, the parties to this MOU execute this agreement.

12/30/03
Mona Baker
Workforce Resource
System Manager

Mona Baker
Date:

[Signature]
Partner Signature

21 December 2003
Date:

WORKFORCE RESOURCE
MEMORANDUM OF UNDERSTANDING
ATTACHMENT A

As stated in the Santa Barbara County Memorandum of Understanding, Attachment A details the specific services and location of each agency.

PARTNER: Area Agency on Aging

CONTACT: joyce ellen lippman

TITLE: Executive Director

ADDRESS: ~~208 W. Main St.~~ 528 S. Broadway
Santa Maria, CA 93458/4

PHONE: (805) 925-9554

FAX: (805) 925-9555

PARTNER ORGANIZATION agrees to provide staff at the:

Santa Barbara Workforce Resource Center
130 E. Ortega Street, Santa Barbara, CA 93101

Santa Maria Workforce Resource Center
1410 South Broadway, Santa Maria, CA 93454

Services to be provided include:

Location:

Santa Barbara Santa Maria

- Adult Education Classes
- Assessment – mini
- Assessment – full
- Assisted Job Search & Placement
- Cal Jobs
- Career Counseling
- Case Management
- Classroom Training
- Computer Access
- Customized Training
- Educational Financial Aid Information
- Follow-Up Services
- Job Listings
- Labor Market Information
- Internet Access
- On-Site Interviews
- Pre-Screening – Applicants
- Pre-Vocational Training
- Program Eligibility Determination
- Program Intake
- Program Orientation
- Program Outreach
- Recruiting
- Referrals to Public Assistance
- Referrals to Supportive Services
- Tax Credit Information
- Unassisted Job Service

Budget, Participation, and Performance Forms
STATE of CALIFORNIA
LOCAL AREA GRANT RECIPIENT LISTING
 [WIA Sections 117(d)(3)(B)(i) and 118(b)(8)]

Santa Barbara County

(Name of Local Workforce Investment Area)

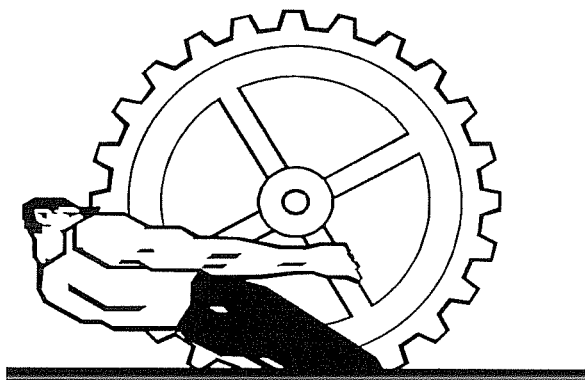
ENTITY	ORGANIZATION	CONTACT (NAME/TITLE)	MAILING ADDRESS (STREET, CITY, ZIP)	TELEPHONE, FAX, E-MAIL
Grant Recipient (or Sub-recipient if applicable)	County of Santa Barbara Department of Social Services	Kathy Gallagher, Director	234 Camino Del Remedio Santa Barbara, CA 93110	805-681-4451 805-681-4403 k.gallagher@sbcsocialserv.org
Fiscal Agent	County of Santa Barbara Department of Social Services	Victor Zambrano Chief Financial Officer	234 Camino Del Remedio Santa Barbara, CA 93110	805-681-4464 805-681-4403 v.zambrano@sbcsocialserv.org
Local Area Administrator	County of Santa Barbara Department of Social Services	Raymond L. McDonald, Executive Director Santa Barbara County Workforce Investment Board	234 Camino Del Remedio Santa Barbara, CA 93110	805-681-4446 805-681-4403 r.mcdonald@sbcsocialserv.org
Local Area Administrator Alternate				

Signature: _____

Chief Elected Official

Date _____

Santa Barbara County



Workforce Investment Act Strategic Five-Year Local Plan

Workforce Resource System

Santa Barbara County

Workforce Investment Act-Title I Strategic Five-Year Local Plan

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Executive Summary

Introduction

Santa Barbara County will implement the new Workforce Investment Act in accordance with the framework described in the Act and its implementing regulations. The newly appointed Workforce Investment Board and its Youth Council will also be guided by the State's Strategic Goals and Vision for designing a workforce development system that will meet the needs of job seekers and local employers.

Santa Barbara County Workforce Resource System

The cornerstone of the new Workforce Resource System is One-Stop service delivery which will unify numerous training, education and employment programs into a single, customer-friendly system. Santa Barbara County has established two principal Workforce Resource Centers, one located in the City of Santa Maria and the other in the City of Santa Barbara. The Workforce Resource System will ensure "universal access" for individuals, and employers, and provide core services to include:

One-Stop Services for Job Seekers

- Information about Local, State, and National Labor Markets.
- Job and Career Resources. (computers, faxes, copy machines, telephones)
- Job Listings.
- Hiring Requirements.
- Job Referral and Placement.
- Information on the Quality of Education and Training Programs.
- Initial Screening for Training Eligibility.
- Testing and Assessment.
- Job Search
- Assistance in filing Unemployment Insurance claims.
- Information on the availability of local supportive services including: childcare, transportation, various aid programs, other agencies and their services.

One-Stop Services for Employers

- Recruitment and pre-screening of qualified applicants.
- Easy access to post job listings on CalJOBS, America's Job Bank, and Workforce Resource Centers.
- Job and Industry growth trends and forecasts.
- Wage data and other valuable labor market information.
- Economic and Business Development Assistance

Through the "One-Stop," employers will have a single point of contact to provide information about current and future skills needed by their workers and to list job openings. They will benefit from a single system for finding job-ready skilled workers who meet their needs.

Workforce Investment Board

Santa Barbara County's Workforce Investment Board recognizes that the system described in detail in the course of this document will change significantly over the course of the next five years. The WIB reserves to itself and to its Board of Supervisors partners the greatest flexibility possible, consistent with the Act and its regulations, to oversee and modify the workforce system in future years.

Through an extensive process of strategic goal setting, the Workforce Investment Board has identified key immediate objectives that it will focus on during the 2000 program year to initiate WIA in as successful manner as possible. The WIB has established its strategic goals and objectives in the following areas: training; youth; economic development; customer service; outreach/marketing; and accountability.

System Structure

The Santa Barbara County Board of Supervisors will continue its long standing role as the grant recipient of Department of Labor funds. The County Administrative Office will provide the local administrative oversight and staff support to the Workforce Investment Board. The County Board of Supervisors and the WIB have designated a consortium of public service agencies to act as the One Stop Operator for Santa Barbara County which includes: Allan Hancock College; California Employment Development Department; County of Santa Barbara Alcohol, Drug, and Mental Health Services; County of Santa Barbara Department of Social Services; Santa Barbara City College; and Santa Barbara County Education Office.

Locally known as the Workforce Resource Center System, Santa Barbara's one-stop organization will be staffed by a Program Manager who will have the principle responsibility for coordinating partner activities and devising day-day operating procedures.

Workforce Investment Area Local Plan Santa Barbara County

I. PLAN DEVELOPMENT PROCESS

A. *What was the role of the Chief Elected Official in developing the plan?*

In Santa Barbara County the Chief Elected Official is the Chair of the County Board of Supervisors. The Board has delegated authority for WIA implementation to the County Administrator and his staff. County administrative staff have been fully engaged in the development of this document. As required by WIA a formal presentation to the Board of Supervisors is scheduled for March 28, at which time the specifics of the plan will be discussed with the Board. Approval of this plan will be obtained from the Board at this meeting.

B. *What local workforce investment board, transition board or existing body had oversight for the development of this local plan?*

In anticipation of the passage of WIA legislation, planning for a revised workforce system in Santa Barbara County began in 1995. While Congress delayed enacting the anticipated legislation, these early planning efforts enabled Santa Barbara County to secure special grant funding to develop its own one-stop center system, the Workforce Resource. On May 13, 1997, February 3, 1998, and June 16, 1998, the Santa Barbara County Board of Supervisors approved recommendations to advance the planning process. These planning activities have been carried out by the One-Stop Consortium, an alliance of public agencies that will conduct day-to-day operations within the Workforce Resource System. The following organizations are the members of the Consortium that have been involved in the planning process:

- Job Training Network
- Private Industry Council
- Allan Hancock College
- Department of Rehabilitation
- Department of Social Services
- Mental Health Services
- Employment Development Department
- Probation Department
- Santa Barbara City College
- Santa Barbara County Education Office
- Santa Barbara Region Economic Community Project

On November 23, 1999, the Santa Barbara County Board of Supervisors appointed the Workforce Investment Board that will establish policies and guidelines for the full implementation of WIA.

- C. *Describe the process used to provide an opportunity for public comment, including comment by the Chief Elected Official; the local workforce investment board and youth council; other local governing bodies; educators; vocational rehabilitation agencies; service providers; community-based organizations; and migrant and seasonal farmworker representatives. Describe the process used to get input for the plan prior to submission.*

The initial draft of the plan was produced based on the input of the members of the One-Stop Consortium. Each member of the Workforce Investment Board received a full copy of the plan for their review and comment prior to the public review period. The plan will be approved by the WIB on February 29, 2000, and will be approved by the County Board of Supervisors on March 28, 2000. In order to facilitate the thirty-day public comment period, the full plan will be available for inspection on March 1, 2000 at the following locations:

The Santa Barbara County Administrator's Office
The Job Training Network
The Workforce Resource Centers
Public Libraries

The plan will also be available for viewing on the internet via the County of Santa Barbara web site, www.co.santa-barbara.ca.us. The public comment period will be announced through legal notices published in local newspapers. In addition, summaries of the plan will be distributed to all community based organizations, educational institutions, training providers, employer organizations, and others known to have an interest in workforce development issues.

- D. *How were comments considered in developing the local WIA plan?*

Public comments in disagreement with the plan will be submitted to the WIB for its consideration. The WIB will document receipt of all public comments received regarding the five year plan. Those comments in disagreement with the plan will be referred to a WIB committee for review and possible incorporation into the five year plan. In order to meet the State's timetable for the submission of the local plan, these comments and the WIB's response will be forwarded to the State under separate cover. The WIB and the Board of Supervisors will use an amendment process approved by the State to effect agreed-upon changes to the plan based upon these comments.

- E. *Describe the method used to make copies of the local plan available through public hearings, and through the local news media and the internet.*

Public hearings will be held by both the WIB and the County Board of Supervisors prior to their approval of the plan. In addition to legal notices published in local newspapers announcing the availability of the plan for public comment, a press release summarizing the plan will be issued to local media. The plan will be available for viewing on the County of Santa Barbara web site. www.co.santa-barbara.ca.us

- F. *What other organizations were involved in the development of the local plan? How were they involved?*

In addition to those consortium partners, the Workforce Investment Board went through a detailed goal setting process at its meeting on January 28th, 2000 which has been incorporated into Section II.B below. Organizations represented at that meeting: Candelaria American Indian Council; Building and Construction Trades Council; Center for Employment Training; Community Action Commission; Central Coast Commission for Seniors; Santa Maria Valley Economic Development Association; and Santa Barbara Region Economic Community Project.

II. LOCAL VISION AND GOALS

- A. *What is your vision for your local workforce investment system, and how will your system appear at the end of the five-year period covered by this plan?*
1. *In five years, describe how your local system will integrate services.*

Santa Barbara County's vision for its local workforce investment system is to create an integrated one stop system that will ensure a highly skilled workforce, have the capacity to respond quickly to changing labor market needs, and serve as an important driver of economic development. The Santa Barbara vision is built on the same guiding principles established by the State Job Training Coordinating Council. Specifically, the Santa Barbara County workforce investment system will be an Integrated System, offering as many employment, training, and education services as possible for unified customer service; its primary customers – employers and job seekers – a Comprehensive array of useful information, and wide and easy access to needed services; be Customer Focused and able to support informed choice by providing a means for customers to judge the quality of these services; and be Performance Based with the clear outcomes it seeks to achieve identified, and methods, including customer satisfaction, for measuring the agreed-upon outcomes. In order to implement the vision, several capacities must be developed. It is expected that over the next five years, the Santa Barbara County workforce development system will be fully functional in all of these areas.

- *Marketing and Outreach* – the capacity to identify potential customers and link them to the system
- *Initial Evaluation* – the capacity to identify customer needs and link customers to appropriate resources in or outside the system
- *Access to Labor Market Information* – the capacity to provide high-quality information on a wide variety of workforce and related issues
- *Assessment* – the capacity to identify employers' workplace needs and individuals' career-related and other support needs and identify appropriate next steps
- *Direct Service* – the capacity to provide or link customers to a wide range of resources and supports
- *Labor Exchange* – the capacity to link employers with qualified job seekers, and link job seekers, career-advancers, and youth to jobs, work, and other career-related supports
- *Training* – the capacity to provide or link employer and job seeker customers to a wide variety of training
- *Follow-up* – the capacity to collect outcome data – including customer satisfaction information – on performance at all levels
- *Data Analysis* – the capacity to analyze and interpret this data and make recommendations for action
- *Reporting* – the capacity to effectively and efficiently report performance to funding sources
- *Continuous Improvement* – the capacity to improve programs and respond to new challenges and opportunities that improve the overall quality and increase the impact of the workforce development system

Through the oversight of the WIB and a process of continuous monitoring and evaluation, it is anticipated that the Santa Barbara County Workforce Resource program will demonstrate incremental progress in becoming a truly seamless delivery system for job seekers and employers.

2. *What programs and funding streams will support service delivery through the One-Stop system?*

The following programs and funding sources will support service delivery through the Santa Barbara County Workforce Resource System:

- The Workforce Investment Act
- Wagner-Peyser Act
- Unemployment Insurance programs
- Perkins Act
- Adult Education and Literacy Programs
- Vocational Rehabilitation Programs
- Trade Act Programs
- Veterans Employment Program and Disabled Veteran Outreach Program
- Temporary Assistance for Needy Families (TANF)
- Senior Community Service Employment Program

- Migrant and Seasonal Farmworker Programs

Please refer to Appendix A for definitions and descriptions of the programs listed above.

3. *Typically, what information and services will be provided and how will customers access them? How will the goal of universal access be achieved?*

Services will primarily be available through the Workforce Resource Centers located in Santa Maria and Santa Barbara. All of the local partners will have information available to their customers describing the full range of services available in the local system. In order to assure universal access, any individual will have access to the Workforce Resource system and to core employment-related services. Information about job vacancies, career options, financial aid, and employment trends, as well as instruction on how to conduct a job search, write a resume or interview with an employer will be available to any job seeker or anyone who is considering career advancement. A formal marketing and outreach campaign will be undertaken to acquaint job seekers and employers with the services of the new Workforce Resource system. Future marketing and outreach strategies will be devised to ensure both universal access and to focus on specific high-priority populations.

4. *How will Wagner-Peyser Act and unemployment insurance services be integrated into the local system?*

The field offices of the Employment Development Department will be co-located with the other partners at the Workforce Resource Centers in Santa Maria and Santa Barbara which will serve as the physical one-stop centers in the County. This will allow all customers easy access to labor exchange, unemployment insurance, and other EDD services.

5. *How will the youth programs be enhanced to expand youth access to the resources and skills they need to succeed in the State's economy?*

The Santa Barbara County Workforce Investment System will follow the goal stated in the Youth Activities Portion of the State Five Year Strategic Plan for WIA—The goal of California's Workforce Investment System is to provide youth with the opportunities to achieve career goals that will allow them to successfully compete in the labor market and prepare them for higher education. The following program elements required by WIA will be available to youth participants:

- Tutoring, study skills training, and instruction leading to secondary school completion, including dropout prevention strategies
- Alternative secondary school offerings
- Summer employment opportunities directly linked to academic and occupational learning
- Paid and unpaid work experiences, including internships and job shadowing

- Occupational skill training
- Leadership development opportunities, which may include such activities as positive social skills, decision making, team work, and other activities
- Supportive services
- Adult mentoring for a duration of at least twelve months. That may occur both during and after program participation
- Follow-up services
- Comprehensive guidance and counseling, including drug and alcohol abuse counseling, as well a referrals to counseling, as appropriate to the needs of the individual youth

As indicated in the State Plan, the local Workforce Investment Board, in coordination with its Youth Council, will endeavor to enhance youth programs through the following:

- Providing comprehensive services to meet the needs of local youth
- Eliminating the duplication of services
- Maximizing resources by coordinating and collaborating with local schools and other agencies such as family resource and youth service centers, juvenile justice, law enforcement, disability services, Indian and Native American programs, Migrant and Seasonal Farmworker programs, and the California Conservation Corps
- Assisting youth that have special needs or barriers to employment, including those youth who are pregnant, parenting, or have disabilities
- Developing linkages with One-Stop Career Centers, Job Corps, youth opportunity grants, School-to-Career, and other youth programs

B. *What are your board's broad strategic economic and workforce development goals?*

At its initial two meetings, the new Workforce Investment Board established its priorities for advancing the new workforce system by devising key goal statements and priority objectives for immediate action:

TRAINING

Create relevant training opportunities, with access to activities that best meet client needs, that prepare workers with knowledge and motivational skill sets matched to the needs of employers and prepare workers to be able to compete successfully to secure and retain employment. Training and basic education programs are driven by employer needs which are assessed on an ongoing basis.

- Match training to employer needs
- Support employer training and recruitment programs
- Support a system of ongoing worker re-training

YOUTH

Provide youth with a variety of opportunities, as early as possible and at all appropriate times, to educate them about job market requirements, motivate them, and allow them to successfully compete in the labor market and pursue higher levels of education. This will be done in a coordinated system of integrated services, including career counseling and apprenticeships. The system will find youth, including school dropouts who have not benefited from other services and assist them to develop and meet career goals.

- Link youth to the current job market.
- Focus on youths out of the system.
- Forge strong relationships among schools and the WIB.
- Have an extensive system to guide career choices of students.

ECONOMIC DEVELOPMENT

Promote countywide economic development, facilitate business growth, and foster an environment that stimulates new growth and opportunities by coordinating training and other WIA services with businesses' needs consistent with the available workforce. Through partnering with industry and established economic development agencies, provide training, employer incentives, and other workforce development services in response to employers' needs. The system will support businesses to retain them in the community and will use existing resources where feasible to meet these needs.

- Link economic development employers and training providers.
- Fuel economic development with a well-trained workforce.
- Attract new businesses.

CUSTOMER SERVICE

Provide employment, training, and education programs in an integrated and coordinated manner that meets customer needs, avoids duplication of services, and utilizes the One-Stop Center System to provide services. The system's primary customers are the current and future workforce, and employers who depend on the availability of a skilled workforce.

- Ensure that customers are satisfied with the one-stop system.
- Promote an employer-driven one-stop system.
- Ensure that one stop partners work in a cooperative manner.

OUTREACH/MARKETING

Provide customers with relevant and useful information and assistance to guide them in making effective decisions about career goals and training opportunities. Customers will be provided with information about available services and training. Marketing will be conducted in ways that make the most effective use of local media and strategies and that address the broad spectrum of employers and job seekers. Services will be provided in a non-discriminatory manner, with reasonable accommodations available to individuals who may have special needs.

- Develop and implement an effective marketing plan.
- Assess current and future needs of customers.
- Public awareness that the one-stop system is the place to go.
- Widespread knowledge of available services.

ACCOUNTABILITY

Service providers, program operators and the Workforce Investment Board will be responsible for achieving performance outcomes in accordance with established levels and program requirements that are updated frequently. The WIB will hold itself and the workforce development system accountable through its policy decisions and oversight.

- Create a data management system that everyone uses.
- Develop a plan for immediate response to corrective action.
- Establish appropriate performance measures.
- Maintain effective data collection and reporting in a feedback loop directly to staff.

C. *Identify organizations involved in the development of your local vision and goals.*

The following organizations are the members of the local One-Stop consortium, which began meeting in 1995 to begin planning for anticipated changes in the workforce development system:

Job Training Network
Private Industry Council
Allan Hancock College
Department of Rehabilitation
Department of Social Services
Mental Health Services
Employment Development Department
Probation Department
Santa Barbara City College
Santa Barbara County Education Office
Santa Barbara Region Economic Community Project
Private Sector Employers

Santa Barbara County Board of Supervisors

III LABOR MARKET ANALYSIS

- A. *What are the workforce investment needs of businesses, job seekers, and workers in the local area?*

The following are the workforce investment needs of Santa Barbara County:

Needs of Businesses

1. Quality employees who are dependable, skilled, and motivated
2. Job applicants that are adequately screened for employers' minimum qualifications
3. Knowledge of and access to employer services available through the One-Stop system
4. Job readiness and basic skills training linked to occupational training
5. Assistance in developing or accessing customized training to meet specific employer needs
6. An improved system of matching job seekers to current job openings
7. Workers who have an understanding of and the ability to use technology
8. A stable workforce that encourages employers to remain in Santa Barbara County

Needs of Job Seekers

1. A centralized point of access to current job openings
2. Reliable public transportation that is employment focused
3. Readily available job search skills training and basic skills training
4. Training in workplace technology linked to current job openings
5. Childcare that is affordable, available, and convenient to employment centers.
6. Access to workforce development services with a minimum of eligibility and documentation requirements.

7. Information on available occupational training programs including record of positive results.
8. A sufficient number of well paying jobs to minimize workforce turnover.
9. Affordable housing that reduces the need for workers to commute long distances.

Needs of Workers

1. Access to workforce development services either electronically or by expanded hours of operation at physical sites
2. Availability of training to supplement existing skills for career advancement
3. Adequate and affordable transportation and childcare
4. Jobs that offer medical insurance and retirement
5. Livable wages that will foster job retention and minimize public assistance dependency.

B. *How will the needs of employers be determined in your area?*

A majority of the members of the Santa Barbara County Workforce Investment Board represent the business community as major private sector employers, including all segments of the local economy such as agriculture, tourism, technology, and health and personal care services. They are expected to provide valuable input to the Board in the formulation of a broad workforce development strategy that will enable the area to grow and thrive while maintaining a high quality of life for its residents. In addition, the County will continue its participation in the California Cooperative Occupational Information System (CCOIS) occupational outlook survey project. This project contacts hundreds of employers each year, gathering information on their specific skill needs as well as employment trends. In addition to CCOIS, other labor market and economic studies will be used to determine employer needs. Among these will be the UCSB economic forecast, EDD labor market studies, reports issued by the Santa Barbara Region Economic Community Project, and material generated by the JCIF Task Force.

C. *What are the current and projected employment opportunities in the local area?*

The CCOIS Occupational Outlook Survey conducted over the last three years has identified the following occupations as likely to grow over the next three years:

Assemblers – Electrical & Electronic Equipment – Precision
Automotive Mechanics

CAD Technicians
Carpenters
Computer Engineers
Computer Programmers, including Aides
Computer Support Specialists
Data Entry Keyers – except composing
Dental Hygienists
Desktop Publishing – Graphic Designers
General Office Clerks
Heating, Air Conditioning, and Refrigeration Mechanics and Installers
Industrial Truck and Tractor Operators
Instructional Aides
Loan and Credit Clerks
Machinists
Paralegal Personnel
Stock Clerks – Sales Floor
Traffic, Shipping and Receiving Clerks
Vocational and Educational Counselors

Other occupational clusters identified by WIB members that are likely to expand in the near future include:

Skilled Trades
Tourism and Hospitality
Health and Home Care
Education
Engineering

D. *What job skills are necessary to obtain such employment opportunities?*

Although specific occupational skills vary widely according to occupation, employers participating in the CCOIS Occupational Outlook Survey consistently report the following as skills necessary for success in almost all of the occupations identified:

Knowledge of computer applications, including the internet
Competence in basic math and reading skills
Ability to communicate effectively
Ability to read and follow directions
Ability to work independently
Dependability\Good Work Ethic

IV. LEADERSHIP

A. *If an interim board was responsible for the development of this plan, how will the plan and authority to oversee its implementation under WIA Section 117 (d)(4), be transferred to the new local workforce investment board?*

The Santa Barbara County Board of Supervisors has opted to appoint a brand-new Workforce Investment Board which has been involved in the development of this plan and which has been vested with the oversight authority to implement WIA. As of the writing of this document, the Private Industry Council of Santa Barbara County, Inc. has the duty to oversee the closeout of the Job Training Partnership Act activities through June 30, 2000. Both bodies are operational at this point.

- B. What circumstances constitute a conflict of interest for a local board member, including voting on any matter regarding provision of service by that member or the entity that s/he represents, and any matter that would provide a financial benefit to that member?*

The issue of conflict-of-interest has been a matter of concern since the inception of WIA. The Act requires that one-stop mandated partner agencies that serve on the WIB, can not be involved in program funding deliberations, and that they be restrained from voting on matters that project an appearance of a conflict. Conflict-of-interest issues have been addressed forthrightly by providing all WIB members with copies of the County's Conflict-of-Interest ordinance as well as specific training on the provisions of the ordinance. WIB members are also required to submit formal State-mandated documents wherein each WIB appointee must disclose those holdings and relationships which could constitute areas of actual or seeming conflict. Staff attorneys of the County Counsel's office will be available to provide legal guidance to the WIB on these matters.

It will fall to the Planning & Evaluation Unit which staffs the new WIB to inform the Chair of upcoming agenda items that may require certain members to refrain from voting. It will be incumbent upon the Chair to alert those WIB members in advance when such agenda items will arise. A more difficult task will fall to the Chair when s/he has to curtail discussion in such a manner that maintains true impartiality in making financial decisions. This centers not specifically on voting per se but in those conversations leading up to financial decision-making. If members are permitted to critique competing proposals without fully disclosing their financial stake in the outcome of the process, that would be every bit as damaging to the fairness of the WIB's deliberations as actually voting outright. The public has every right to expect that WIA is not a closed, rigged system. The County Conflict-of-Interest ordinance is specific in speaking to the appearance of a conflict, which may be just as much a problem as actual conflict.

- C. How will the local board provide a leadership role in developing policy, implementing policy and oversight for the local workforce investment system?*

The composition of the Workforce Investment Board has been carefully crafted to meet the Act's requirement that high-level business, labor, education, and community representatives be involved in decision-making that crosses the full spectrum of workforce development issues. The County Board of Supervisors has

invested its prestige through the appointment process on behalf of the WIB. With a knowledgeable support staff to keep the WIB focused on "big picture" ideas and issues, the WIB's schedule of four to six meetings per year will tackle those concepts that are of greatest import to the employer and job seeker communities. The WIB will also have professional staff to provide support in technical research and data gathering on behalf of the board as it investigates employment-related issues at the local level. Additionally, the WIB will have access to the County of Santa Barbara's website. This vehicle will be used to inform the public about workforce development issues and to seek public comment and input for its decision-making process. Likewise, a number of WIB members represent regional associations within the County which will be called upon to collaborate on identified workforce and economic development issues.

WIB staff will have the day-to-day responsibility of program monitoring and evaluation of performance standards established by the WIB. The WIB will be provided with a steady flow of information that will allow its membership to become increasingly knowledgeable about WIA and other workforce development resources. This will broaden the background of individual board members to thoughtfully fulfill their oversight duties of WIA and the Workforce Resource Center System. This will include providing opportunities for WIB members to participate in state and national conferences which will enhance their expertise in workforce programs and issues. Staff will recommend that the WIB join organizations such as the California Workforce Association and the National Association of Workforce Boards which will provide forums for local members to receive pertinent information and training to increase their expertise as WIB members.

The WIB's Organization Committee is recommending that the full board engage in professional board training to maximize its effectiveness as a policy-making body. County and consortium staff will also provide technical assistance about the specifics of the Workforce Investment Act and other Workforce issues.

D. How will the local board assure the local system contributes to the achievement of the State's strategic goals?

WIB staff will summarize for the board highlights of the State's approved Plan. To that end, the WIB will be called upon to mesh both its programmatic goals (through performance measures) and strategic plans so that Santa Barbara County efforts do not work at cross purposes to those ends put forth by the State. However, given the fact that one of the guiding principles of WIA is local and state flexibility, the WIB seeks to reserve to itself the right to focus on those local issues which have the greatest resonance for the board and its County partners and which will make the greatest impact for employers and job-seekers alike.

The best way that the WIB in Santa Barbara County can assist the State in meeting its strategic goals is for the local Workforce Investment Area to be as successful as possible in developing its new Workforce Resource Center System. While the numerical outcomes will be critical, of equal importance will be the ability

to fine-tune the system to make it as responsive as possible to employers and job-seekers. The WIB cannot (and should not) attempt to micro-manage the new WIA system, but its oversight role will require close scrutiny of what works and what does not. To avoid becoming a calcified, bureaucratic entity, the Workforce Resource Center System will have to be structured in such a manner that accommodates change, while building up those elements that are most successful. With a majority of private sector representatives being active on the WIB, the difficult part will not be in decision-making to effect systemic changes, but rather in resistance from those parts of the system that may be comfortable in doing things the way they've been done for several years.

- E.** *How will the local board meet the WIA requirement that neither the local board nor its staff provide training services without a written waiver from the Governor?*

This is a non-issue in Santa Barbara County. There is no intent for the WIB or its staff to conduct training programs through the Workforce Resource Center System. Santa Barbara County has gone to great lengths to construct firewalls that recognize this provision of the Act, and independent monitoring by the State will validate this assertion.

- F.** *How will the local board ensure that the public (including persons with disabilities) have access to board meetings and activities including local board membership, notification of meetings and meeting minutes?*

This is not a new issue for Santa Barbara County. As a public Service Delivery Area Under JTPA (and its CETA predecessor) and now a public Workforce Investment Area, Santa Barbara County has had to observe ADA, Brown Act, and Conflict of Interest requirements for its Department of Labor-supported programs for over twenty-five years. Those mechanisms have been in place for a considerable length of time and will simply be extended to the WIA system. Guidance from the County Counsel's office will be available to the WIB on a number of the issues referenced in this question.

V. LOCAL ONE-STOP SERVICE DELIVERY SYSTEM

- A.** *Describe the local One-stop delivery system in your local area. (WIA, Section 118 (b) (2) (A). Include a list of the comprehensive One-Stop centers and other service points in your area.*

The Workforce Resource System will provide the universal access that is at the heart of the Workforce Investment Act. But in addition to core services that will be made available to job seekers and employers, WIA does target specific populations for additional services beyond those provided to the general public. Within that context, Santa Barbara County's One-Stop Service Delivery System is designed and structured to emphasize services for low income and welfare individuals (due to limited funding available), targeted by geographical area. The North County area has the highest welfare caseloads (75%), the highest

unemployment rates, and majority of low income residents. The North Santa Barbara County area which includes Guadalupe, Lompoc and Santa Maria will be the site for the first comprehensive (full service) one-stop career center. Santa Barbara County has established two principal one-stop career centers a.k.a. Workforce Resource Centers (WRC), one located in the City of Santa Maria and the other in the City of Santa Barbara.

The Santa Maria WRC is structured to co-locate, and integrate services, with 12-14 partner agencies with staffing between 162-175 employees and volunteers. The WRC Project Manager (WIA One-Stop operator) and staff will also be housed at this site.

The Santa Barbara WRC will operate on a "campus" model (due to limited space) in the local EDD field office with a few partner agencies co-located at this site to provide universal access and core services. Intensive, retraining and other core services will be provided by partner agencies at their own facilities in accordance with agreements entered into with the One-Stop Operator.

- B. *Describe the process used for selecting the One-Stop operator(s). [WIA, Section 121 (d) 92] (A) Including the appeals process available to entities that were not selected as the One- Stop operators. [Interim Final rule 667.600 (b) (1)]*

Consistent with WIA Section 121 the Santa Barbara County Workforce Investment Board (WIB), with the agreement of the County Board of Supervisors (BOS) has designated the One-Stop Operator. The designation was recommended by the Santa Barbara County One-Stop Center System Working Group, an alliance of public agencies actively involved in the planning for WIA transition over the past two (2) years. In February 1998 the BOS approved the initial recommendations for the One-Stop system submitted by the consulting firm of Management Partner Inc. John Baker the principle consultant hired with the State One-Stop Grant to facilitate the One-Stop Consortium's planning effort and coordinate its nine (9) Work Groups, presented the recommendations. Since the one-stop operator was designated rather than procured, it was not necessary to establish an appeals process.

- C. *Are each of the required WIA partners included in your one-stop delivery system? How have they contributed to the planning and implementation efforts? If any required partner is not involved, explain the reasons. [WIA, Sec 117 (a)(2)(A)]*

All of the required WIA partners are included in the Santa Barbara County one-stop delivery system. Their involvement is explained in section I-B, and I-F.

- D. *How will services provided by each of the One-Stop partners be coordinated and made available in the local One-Stop system? [WIA, section 121 (c) (2)]*

Through the development and implementation of partner agency Memorandums of Understanding (MOU), the One-Stop Operator will: Provide management and

administrative support to ensure the efficient delivery of WIA core, intensive and training services; Coordinate access to programs and activities carried out by the one-stop partners; Develop policies and programs to create and retain jobs in conjunction with the employers and the economic development community. The One-Stop Operator will have a staff of 5 including a Project Manager to manage the day-to-day activities of the Workforce Resource Centers. In support of the One-Stop Operator, the One-Stop Consortium will provide financial and service contributions to the one-stop system; implement policies for workforce development as directed by the WIB and BOS, and assist in achieving an integrated delivery system.

Considerable effort has been made by the one-stop partners to prepare for coordinated services within the Workforce Resource System. Planning workgroups, representing all involved agencies, have been conferring for the past two years to design coordinated services for the onset of WIA. These committees have focused on such topics as outreach and marketing, intake, assessment, training services, job development, space utilization, and signage.

E. *What is your plan for delivery of core and intensive services?*

All partner agencies within the Workforce Resource system have committed to provide core services (listed below) on behalf of their target populations and to the greatest extent allowed by funding sources, to the general public. Specific detail for each agency is contained within the memoranda of understanding to be submitted to the State of California as part of the five year planning process. Intensive services will be principally provided by WIA funded staff under the direction of the County Department of Social Services. Memorandums of Understanding for those specific agencies providing intensive services will be submitted to the State at the same time as those delineating core service provisions

Core services at the one-stop system are available to individual adults or dislocated workers, and are to be provided by one-stop partners. Core services will include:

- Orientation to the full range of available services in the Workforce Resource Centers.
- Determination of eligibility for WIA, Title I, and other programs.
- Initial assessment of skill levels, aptitudes, and supportive service needs.
- Job Search, placement assistance, and where appropriate, career counseling.
- Local, regional, and national labor market information.
- Job vacancy listings.
- Information on skills needed to get various jobs.
- Local occupations in demand with skill requirements and earnings.
- Performance and cost information about training providers and schools.
- Information regarding filing claims for unemployment compensation.
- Availability of financial aid assistance for training and education.

- Availability of local supportive services, including:
 - * Childcare
 - * Transportation
 - * Various aid programs
 - * Other agencies and their services
- Follow-up services for customers attaining unsubsidized employment, for not less than 12 months after first known day of employment.

Intensive Services will be provided to adults and dislocated workers that meet certain eligibility requirements (must have received at least one core service at the One-Stop), and have not be able to obtain employment through core services, and are in need of intensive services in order to obtain employment.

- Comprehensive and specialized assessments of skill levels (including diagnostic testing, etc.)
- In-depth interviewing and evaluation to identify employment barriers.
- Development of Individual employment plans.
- Group counseling.
- Individual counseling and career planning.
- Case management for participants seeking training services.
- Short- term prevocational training
- Referrals to community services.
- Referrals to training. (Individuals must receive at least one Intensive Service before they can receive training services.)
- Out of area job search and relocation assistance.
- Literacy activities related to basic workforce readiness.
- Internships and work experience based on an assessment or individual employment plan.

- F. What is your plan for administering Individual Training Accounts (ITAs) as defined in WIA, Section 134(d)(4)(G), including any limitations you plan to impose on ITAs established in your local area.

Individual Training Accounts (ITAs) will be the primary method of providing occupational skills training to adults and dislocated workers. ITAs will be issued to individuals who have received core and intensive services, but were unable to obtain or retain employment through such services. In order to receive an ITA, an individual must be evaluated by WRC staff to determine whether or not they are in need of training and if they possess the skills and qualifications needed to participate successfully in the training program in which the express an interest. Approval of an ITA will be supported by the results of a vocational assessment and labor market analysis. An ITA issued to an individual will be valid only for a specific training program at an institution contained on the State-approved Eligible Training Provider List. The individual will choose the training institution after consultation with WRC staff.

ITAs will be supported through a formal agreement with each training provider. The agreement will contain the following elements:

- Procedures for billing, refunds, cancellations, and transfers
- Limits on student liability
- Funding source coordination requirements

At this time, the local Workforce Investment Board has yet not developed a policy governing the amount or duration of ITAs.

- G.** *Describe how the WIA funds will be used to leverage other federal, state, local, and private resources. How will these coordinated and leveraged resources lead to a more effective local system that expands the involvement of business, employers and individuals? [State Planning Guidance I. B.3. and WIA, Section 112 (b) (10) and Section 121(c) (2) (A) (ii)]*

It is anticipated that partner agency financial, and other resources will be leveraged via the required Memorandum of Understanding (MOU) supplementing local WIA funding. The partner agency contributions for core services will result in increased services for local residents and freeing WIA funding to expand greater employer participation and services. Stretching limited resources through cost sharing will compel more integrated services than would occur under simple co-location of categorical programs. A local One-Stop Employer Services Advisory Committee will be established to provide in-put and guidance in the type of services needed and desired by the business community. Employer services may include:

- Employer Access to Information and Services
- Applicant Screening and Referral
- Applicant Assessment and Testing
- Training Available to new/Current Employees and Employers
- Assistance to New/Current Employees of Value to Employers
- Labor Trends and Wage Information
- Economic and Business Development Assistance
- Customer Service and Performance Accountability
- Outreach and Marketing to Employers

- H.** *Describe how the local system will meet the needs of dislocated workers; displaced home makers; low income individuals such as migrant and seasonal farmworkers; public assistance recipients; women, minorities; individuals training for non-traditional employment; veterans; individuals with multiple barriers to employment; older individuals; people with limited English speaking ability; and people with disabilities. [State Planning Guidance IV. B.4. and WIA, Section 112(b)(17) and Section 118(b)(4)]*

The Santa Barbara County Workforce Resource Centers have three design features of a successful delivery system. These three features are: accessibility, visibility, and universality.

- Accessibility refers to the ease with which customers can access the services provided in a One-Stop Center. In establishing two primary One-Stop Centers, access to services in each major population areas is ensured.
- Visibility refers to the degree with which customers are made aware of the existence of the One-Stop Centers, and the services and benefits available to them through the One-Stop delivery system. The Workforce Resource Centers are centrally located and visible within the communities in which they exist. Visibility of the Workforce Resource Centers will be enhanced with an on-going and effective public relations and marketing campaigns. An Internet Web Site will be maintained to provide access to information on services available to both Job Seekers and Employers through the Workforce Resource Centers
- Universality refers to the ability of a One-Stop to meet the needs of all its customers. While the Santa Barbara One- Stop System recognizes that customer needs, appropriate services and eligibility criteria vary widely, it has designed a system that provides universal access to all core services. Workforce Investment Act (WIA) services are tiered to provide Core, Intensive, and Training Services for Adults and Dislocated Workers and all other targeted population groups through the One-Stop delivery system.

The Workforce Resource system has been designed to accommodate the individual needs of job seekers. By involving a wide array of partner agencies and service providers, the available activities will be tailored to meet the unique needs of this county's diverse population. To the greatest extent possible the specific expertise of the one stop partners and service providers will address the varied needs of the population groups listed above.

- I. *When allocated adult funds are limited, what criteria will you use in determining priority of service to ensure recipients of public assistance and other low income individuals for intensive and training services? [WIA, Sections 134(d)(4)(E), 118(b)(4).*

The WIB will address priority service issues for intensive and training services prior to the implementation of WIA on July 1, 2000. The WIB will comply with all legislative and regulatory requirements for service to public assistance recipients and other low income individuals. As part of its deliberations, the WIB will consider the designation of multiple employment barriers which, may include the following categories:

- Individuals with substantial language or cultural barriers.
- Offenders.

- Homeless individuals.
- Other hard-to-serve populations as defined by the Governor.

J. *How will the local system assure non-discrimination and equal opportunity, as well as compliance with American Disabilities Act? [WIA section 188(a)(2), State Planning Guidance IV B. 4]*

Santa Barbara County as the grant recipient and the One-Stop Partners have in place, and will continue to maintain, Non-Discrimination and Equal Opportunity policies. Information on the policies, process and procedures for filing complaints will be clearly posted at both the Workforce Resource Centers and all the One-Stop Partner sites. All enrolled participants will be provided a written copy of the Non-Discrimination and Equal Employment information. The Workforce Resource Centers and One-Stop Partner sites will meet the compliance requirements of the America Disabilities Act. All sites will be reviewed annually through a self-survey to ensure continued compliance.

K. Describe how employer services (e.g. systems to determine general job requirements and job listings, including Wagner Peyser Act services) will be delivered through the one-stop system in your area? *[State Planning Guidance IV B. 6. And WIA, Section 121(b)(1)(B)(ii)]*

Job seekers and employers will be able to receive core and intensive services via self-service, facilitated self-help, and staff-assisted service based on need or preference. EDD's job service program will be an integral part of the Workforce Resource Centers.

Through the WRC system, labor exchange services will be available to all employers and job seekers, including targeted groups such as: dislocated workers, migrant and seasonal farm workers, persons with disabilities, Unemployment Insurance and welfare beneficiaries, veterans, and youth.

Facilitated self-help will be available in the Workforce Resource Centers when a job seeker does not have Internet skills and requests JS staff to enter a resume in CalJOBS, or provide a referral on their behalf. Other examples of facilitated self-help include job seekers that need help to interpret labor market information or that participate in subject specific group workshops.

Staff-assisted service will be available to job seekers who cannot benefit from self-service, facilitated self-help or those who require a greater level of assistance. One example would be customers who would benefit from participation in a job search workshop. Additionally, staff-assisted services will be used extensively in case management programs serving targeted groups, such as welfare recipients or veterans in conjunction with other partner agencies.

Employers, like job seekers, can choose from different service options and levels of service. In the self-service mode, an employer can enter their own job listings

and respond to applicants that contact them directly. Employers can elect self-service to access labor market information.

Facilitated self-help will be available when an employer does not have Internet access, or requests JS or partner staff to enter a job order in CalJOBS on their behalf. Facilitated self-help will result in a job listing for job seekers to self-screen, and to apply directly to employers.

Staff-assisted service will be available to employers who ask JS staff to search the database, review job seeker work history, and refer qualified job seekers. EDD will also provide staff-assisted service to employers in employer seminars in coordination with Employer Advisory Councils and focus groups.

- L. *What reemployment services will you provide to Worker Profiling, and Reemployment Service claimants in accordance with Section 3(c)(e) of the Wagner-Peyser Act? [State Planning Guidance I B. 7. and WIA, Section 121(b)(1)(B)(ii)]*

Those claimants identified under Worker Profiling will be scheduled for Initial Assistance Workshops (IAW). During the IAW, claimants will complete an individual reemployment plan. The plan generally will involve a referral to other reemployment services and will be considered an agreement between the claimant and EDD. When a claimant scheduled for an IAW fails to attend or fails to complete his/her plan, Job Service will electronically notify UI of the eligibility issue. This process will build upon the procedures that were instituted between local EDD Field Offices and the predecessor JTPA program. The resources of partner agencies will be called upon to assist "Profiled" individuals.

- M. *How will you ensure that veterans receive priority in the local system for Wagner-Peyser funded labor exchange services? [State Planning Guidance IV.B.9. and WIA, Section 121(b)(1)(B)(ii)]*

One-Stop customers who are veterans will be provided the full array of services normally available within the system through customer choice and customized access to those services. Access to the One-Stop system services funded under the WPA will be provided universally to all clients with veterans receiving priority of services. When it is determined that a customer is a veteran, that customer will be provided additional information regarding services especially for veterans, and may be referred to specially trained veteran program staff for more intensive services.

The WPA funded JS staff will continue to provide universal access and priority of service for veterans at each Workforce Resource Center in accordance with applicable provisions of federal law and regulations. These services will include Intake, Assessment, and Enrollment in normally available One-Stop programs for qualified veterans. WRC partners will be encouraged to provide the same level of

priority of service to veterans as WPA funded staff, The EDD California's Job Opening Browse System (CalJOBS), a statewide Internet based automated job listing system, has a 24-hour Veteran Priority Hold on all new and reopened job orders. During the 24-hour hold period, resume searches by employers, staff, and or employment and training partners will return only the resumes of veterans meeting the job listing requirements. Use of CalJOBS by State merit staff will ensure that veterans receive priority for WPA labor exchange services. WIA partners will have access to CalJOBS and will be encouraged to exclusively use that system, where they also will be subject to the 24-hour Veteran Priority Hold.

To provide veterans with customer choice, veterans will be provided labor market information based on individual wants and needs. Veterans will also be provided with options and information for accessing a variety of job listings (i.e.: America's Job Bank, Federal jobs, and Federal Contractor Job Openings) and services through out-station sites, scheduled outreach visits, or through Workforce Resource Centers, either in-person or electronically.

Workforce Resource Centers with WPA staff assigned will provide information to notify veterans of their legal right to priority of WPA labor exchange and intensive services.

- N. *What role will local Veterans Employment Representative/Disabled Veterans Outreach Program Services (LVER/DVOPS) have in the local One-Stop system? How will you ensure adherence to the legislative requirements for veterans' staff? [State Planning Guidance IV.B.10., 322,38 USC Chapter 41 and 20 CFR Part 1001-120]*

Within the Workforce Resource Centers, veteran customers may elect self-service, facilitated self-help, or staff-assisted one-on-one service. Most veterans will be able to use the self-service systems and will self-identify as veterans to establish their eligibility for veteran's priority. The WPA funded staff and Veteran program staffs will be available at the Workforce Resource Centers to provide facilitated self-help or staff-assisted service to veterans who require additional assistance.

Using the triage system described above, Veteran program staff and trained partner personnel will screen veterans for potential barriers to employment and identify the need for additional services. Based on this screening veterans will receive core and/or intensive one-on-one services including those provided in job resource centers to help the veteran enter resume data, access labor market information, learn job search techniques, instruction in how to apply current technology in a successful job search, and how to access Federal Office of Personnel Management job listings and Federal Contractor Job Listings (FCJL). Veterans who are unsuccessful in finding work or jobs through self-help services or staff-assisted services will be identified by One-Stop Staff and will be referred to veterans program staff for intensive one-on-one services. Consistent with WRC capabilities, policies and procedures, qualified veterans will be assessed for all routine local

program services provided by the workforce investment system, including intensive and training services.

Qualified veterans will be provided priority in all WPA services provided under the WIA. After veteran customers are assessed as being job ready, they will be provided with priority access to labor market information, job development contracts, and job referrals. The LVER staff will provide program oversight for veteran's services and will provide technical assistance, staff training, and quarterly reports concerning veterans' services provided by One-Stop staff. Veteran program services will be provided at each Workforce Resource Center.

Case Management services for veterans will be client focused and client driven. Veterans will be provided choices based upon need and the resources available to meet those needs. When necessary and when appropriate, clients will be assisted in accessing resources outside of the One-Stop system. Case management services provided by Veteran program staff will include those clients referred by the Department of Veterans Affairs (DVA) Vocational Rehabilitation & Counseling (VR&C) system.

- O. *How will you provide Wagner-Peyser Act-funded services to the agricultural community—Specifically, outreach, assessment and other services to migrant and seasonal farmworkers, and services to employers? How will you provide appropriate services to this population in the One-Stop system? [State Planning Guidance IVB. 11.]*

Wagner-Peyser funded merit staff is committed to ensuring continuous equity of services to Migrant and Seasonal Farmworkers (MSFWs) as the Workforce Resource System emerges. The Job Service (JS) will provide core labor exchange services in accordance with Title 20 of the Code of Federal Regulations (CFR), Section 652, sub-part A. As described in Section 652.208, three methods of service delivery will be used: "(a) Self-service; (b) Facilitated self-help services; and (c) Staff-assisted service."

In Santa Barbara County, every core service that is available to Workforce Resource Center customers will be available to MSFWs. The JS staff will provide one-on-one assistance to all customers, particularly MSFWs, who are unwilling or cannot effectively access services in a self service mode due to language barriers, computer unfamiliarity, disability, limited education or literacy.

To help publicize available services, Outreach workers and other One-Stop partner staff can often be found at community events such as health fairs and job fairs. In addition, Outreach workers often work flexible hours, including early mornings, evenings and Saturdays in an attempt to reach MSFWs and share information about services. The JS Outreach Workers will encourage and refer MSFWs to access core, intensive and training services at the One-Stop Centers. If MSFWs are unwilling or unable to visit a comprehensive center, the Outreach Worker provides services at the point of contact. The Customer Service

Representatives that provide in-person service at a One-Stop site support the Outreach worker.

The Outreach workers will provide services to MSFWs in areas where they live, work, and congregate as specified in 20 CFR 653.107 (l.- p.). Outreach services will include, but will not be limited to:

- Provision of information relative to labor exchange services.
- Registration/enrollment of MSFWs in CalJOBS, where necessary staff-assistance will be provided. MSFWs are encouraged to complete a resume.
- Referral of MSFWs to agricultural and non-agricultural jobs openings.
- Referral of MSFWs to community-based and public services such as job training and health clinics.
- Assistance with completion of necessary forms.
- Staff-assisted filing of JS and non-JS related complaints and apparent violations.
- Close coordination with other MSFW service providers, such as Center for Employment Training.
- Educational presentations and workshops for MSFWs on CalJOBS and the Workforce Investment system.
- Ongoing UI educational assistance for MSFWs on the use of the Telephone Claims Filing system.

The employment service performs a labor exchange function for agricultural employers. All agricultural orders are actively worked to recruit farm workers from any appropriate local source. All employers, including farm labor contractors, placing agricultural orders will be asked if they want local recruitment only or recruitment outside of the local area.

Employers requesting recruitment outside of the local area will be required to sign an affidavit guaranteeing the required federal assurances related to travel, housing and wages. Staff will use the Program Activity Support System (PASS), which is the client service and outcome reporting component of CalJOBS, to document individuals referred and verification of hire.

Agricultural Recruitment Specialist (Ag-specialist) will develop and maintain a relationship between employers, the UI program, MSFWs, public and private community agencies, MSFW constituent groups, and One-Stop Centers. The Ag-specialist solicits job openings, as well as identifies and recruits farm workers using systems such as PC Query and CalJOBS. Along with Outreach Workers, the Ag-specialist will seek out and encourage farm workers to visit the Workforce Resource Centers or other partner sites, to take advantage of core, intensive, and training services. Ag-specialist services may be provided on a part time basis due to limited funds.

- P. *How will the local board coordinate workforce investment activities carried out in the local area with the statewide rapid response activities? [WIA, Section 118(b)(5)]*

The County of Santa Barbara serving as the One-Stop Operator will be responsible for activating and coordinating Rapid Response services. A local Rapid Response Team will be dispatched to assist local employers and workers experiencing plant closure, and massive layoffs. Additional funding from the State set-aside for Dislocated Workers will be requested as appropriate.

- Q. *What rapid response assistance will be available to dislocated workers and employers and who will provide them? [WIA, Section 118(b)(4)(5), State Planning Guidance IV B. 13.c.]*

The One Stop Operator will activate and coordinate rapid response activities to include: on site orientation to affected workers about the services available through the One Stop Delivery System; distribution of informational packages to workers and employers; coordination of services with out-placement agencies selected by the employer; testing and registration as appropriate. Employers will be consulted on services available to them through the Workforce Resource Centers.

- R. *Describe and assess the adult and dislocated worker employment and training services that will be available in your area.[WIA, Section 118(b)(4)(5)]*

The Workforce Resource Centers will offer a wide spectrum of services, ranging from self-service activities such as using a computer to get information from CALJOBS, to intensive staff-assisted services such as group counseling, and including access to training and other services for which the individual may be eligible. While this range of services is to be made available, the levels are not prescribed in the Act. Individuals with special needs, for example persons with disabilities, non-English speaking persons, or those who lack computer skills, will be accommodated so that they can access all services for which they are eligible.

VI. YOUTH ACTIVITIES

- A. *Describe your local area's efforts to construct a youth council, and what the role(s) of the Youth Council will be.*

County of Santa Barbara staff have contacted a number of youth-serving agencies within Santa Barbara to generate Youth Council nominees. Among those entities that have been polled are: Santa Barbara County Education Office; Santa Barbara Pro-Youth Coalition; Santa Barbara City and County Housing Authorities; Santa Barbara County Probation Department; and Boys and Girls Clubs. The process continues as of this writing. The WIB will adhere to a Youth Council appointment process that reflects the requirements of WIA Section 117. The WIB will

determine how much autonomy it will cede to the Youth Council at one of the WIB's initial meetings. At a minimum, the Youth Council will provide recommendations on the division of Youth funds between year-round and summer elements, the selection and oversight of youth service providers, and recommended program designs to meet the primary youth principles identified within the Act. The Youth Council will be called upon to review, approve, and make recommendations to modify this portion of the plan relating to youth activities as well as to coordinate activities as called for in the Act.

B. *How will youth services be connected with your One-Stop Delivery system?*

Those in-school service providers will be part of the formal training mechanism that has been designed to apprise all Workforce Resource Center personnel of community resources available for job-seekers and employers. In addition to simply informing Workforce Resource Center staff of WIA-supported activities for youth, a condition of WIA youth contracting will be regular meetings with Workforce Resource personnel to identify youth that will be exiting those youth programs and for whom WRC activity/enrollment may be the best course of service continuity. Conversely, WRC outreach to county secondary schools will be effected through career day events, materials for school career centers, and through the services of partner agencies such as the Probation Department which will be a source of referrals for out-of-school programming.

WIA youth services will be marketed through public service announcements and cable television access in addition to printed materials which will be distributed to youth-serving agencies and to locations where young people congregate. Long-established ties to county high schools and community colleges will also be utilized to provide information to eligible youth. Older youth will also be targeted in Workforce Resource System advertising.

C. *Describe how coordination with Job Corps, Youth Opportunity Grants, and other youth programs in your local area will occur, e.g. School-to-Career.*

Given the fact that the nearest Job Corps site is in the greater Los Angeles area and that there are no Youth Opportunity Grants funded for Santa Barbara County, coordination efforts will be focused on local youth-serving entities. Linkage with the Santa Barbara County Education Office has been particularly strong within predecessor workforce systems. Since the County Education Office administers school-to-career functions out of the same office that will supervise WIA activities, the coordination opportunities are substantial. In fact, school-to-career committees are being used as recruitment vehicles for the new Youth Council. Groups such as local Boys and Girls Clubs would be natural agencies for WIA coordination. The Workforce Resource Program Manager will be called upon to inform those groups of WIA resources for older youth, and youth contractors will be required to demonstrate how they will connect with other youth-serving agencies as part of the Request for Proposal process.

- D. Describe your area's eligible youth population and needs in general. Describe and assess the type and availability of youth activities in the local area. Include an identification of successful providers of such activities.*

Santa Barbara County has been fortunate in its local commitment to young people through an array of youth-serving entities. In addition to a broad gamut of athletic programs for young people, local agencies have demonstrated a recognition of the need to develop an employment-focused strategy to provide long-range options and opportunities for this targeted population. As noted previously, the Santa Barbara County Education Office has been a long-term contractor under CETA and JTPA programming. Its innovative strategies have earned state- and region-wide recognition for summer and year-round activities. SBCEO has expressed its desire to continue its involvement in youth employment and career programming under WIA and will be encouraged in upcoming RFP processes.

While SBCEO has a countywide perspective on youth employment and issues, it isn't the only entity with such an outlook. Girls, Inc. in Carpinteria has sponsored a youth business project, wherein low-income youth design and market products that teach them all facets of successfully operating a business. Women's Economic Ventures, a community-based organization that endeavors to assist low-income women in business start-ups has provided technical assistance to Girls, Inc. and other youth groups who want to encourage youths toward entrepreneurial activities. The County's Department of Social Services manages the Teenage Parent Program which addresses both immediate educational opportunities for teenage mothers to assist them in completing their high school education. A key element of this project is career counseling and employment guidance which encourages additional education through community college enrollment, vocational training, and/or other higher education venues. There is a natural linkage with WIA-focused efforts to target this population. Likewise, the Los Prietos Boys Camp, operated by the county's Probation Department, stresses pre-vocational instruction as part of its plan to divert this population from subsequent California Youth Authority confinement.

Santa Barbara County may be unique in its commitment to children and youths as evidenced by the KIDS Network, an extensive alliance of private- and public-sector youth-serving agencies that attempts to shape governmental policies and encourage private sector resources toward children's services and programs.

As a provider of services to farmworker youth, the Center for Employment Training will be an active partner in WIA youth activities.

- E. What is your local area's strategy for providing comprehensive services to eligible in-school and out-of-school youth, including any coordination with foster care, education, welfare and other relevant resources? Include any local requirements and activities to assist youth who have special needs or barriers to employment, including those who are pregnant, parenting, or have disabilities.*

While the youth component of WIA has not been fully formed as of this writing, it is anticipated that Santa Barbara County's strategy for youth services will include the following approaches: 1) The WIB and its Youth Council will extensively debate the necessary mix of activities required by WIA, while focusing on setting priorities within budgetary constraints; 2) WIB/Youth Council support staff will research best practices within youth service agency literature; 3) Where feasible, community surveys will be conducted through WIA-sponsored enrollees to inform the WIB and its Youth Council about local sentiment for funding priorities; 4) In concert with JTPA youth providers, the Youth Council will assess which recent program pieces have had the strongest outcomes and which should be re-tooled or scrapped altogether in favor of new designs; and 5) develop a coordinated system in which youth service providers will meet on a monthly basis to report progress, share referrals, and propose alterations to the youth system that will be more responsive to participant needs based upon actual experience.

As noted in the previous question, the tie-in to agencies such as Social Services and Probation is strong. A noteworthy opportunity presents itself through the recent amendments to the Dept. of Labor Welfare-to-Work Grant Program, in which youths emerging from foster homes will be eligible for enrollment and participation. Since Social Services staff indicate that this has been a long-standing need for those 18 year-olds leaving foster care, the Workforce Resource System can coordinate such assistance through DOL WtW personnel assigned to the centers. (DOL WtW activities will now be overseen by the Workforce Investment Board.) The tie-ins to School-to-Career have already been referenced, and the highly-developed school recruitment mechanisms already in place, and created under previous workforce programs, will continue to be refined and utilized for in-school WIA activity. The Teenage Parent Program offers excellent opportunities for WIA youth programs to access priority youths who could maintain multiple program enrollments, which provide an array of services that will support those parenting in continuing their education and/or securing job training and placement services, with additional child care resources to ease the transition to these services.

The County Education Office's Workability Program also provides a bridge to serving another priority youth population --- youths with disabilities. Under the JTPA System, approximately 12% of enrolled youth on average were identified as disabled. This presents a solid basis on which to build program participation. Santa Barbara County has traditionally included, physically, mentally and learning-disabled individuals in its mix of handicapped participants. This population has strong parent and community advocacy in support of program participation. There is no reason why comparable participation levels cannot be handled under WIA youth-stream funding.

The county's two community colleges will be actively involved to serve older youth ages 19-21.

F. Describe how your local area will meet the Act's provisions regarding the required youth program design elements:

1. Preparation for post-secondary educational opportunities will include basic skills preparation and activities such as the "bridge" programs at Santa Barbara City College and Allan Hancock College, wherein identified low-income youth are introduced to these community college campuses and encouraged to seek out available financial aid in support of higher education enrollment.
2. Strong linkages between academic and occupational learning will build upon efforts that have been made through School-to-Career efforts within the county. In addition to employer site visits, WIA-funded program staff will be required to formalize labor union apprenticeship contacts. A number of highly-paid skilled labor positions are currently vacant because of too few young people in the apprenticeship ranks. Developing strong ties here will lead to school course work that will be demonstrated to have pertinence for work.
3. Preparation for unsubsidized employment opportunities mirrors the pre-employment/work maturity skills of the previous workforce system. A useful set of activities to instill the sort of work habits and worksite values that employers consistently call for in entry-level workers has already been developed at great effort. This structure has to be integrated into other activities for youths to appreciate the relevance of these values and attitudes. A stand-alone approach in a classroom will not be as effective as demonstrating the real-life validity of these principles to local employers.
4. Effective linkages with intermediaries with strong employer connections suggest that local employer-oriented groups, such as the local Chambers of Commerce, the Santa Barbara Industrial Association, EDD's Employer Advisory Councils, Industry Education Councils, Department of Social Services Business Advisory Team, and the WIB itself can be called upon for input into the WIA system, specifically for generating employer support for program participation and entry-level placement opportunities. This will be built into for RFP documents to be issued during the Spring to secure WIA Youth Program contractors.
5. Alternative secondary school services will require significant input from the local high school districts and the County Education Office. Previous youth workforce programs have used continuation schools and/or independent study programs as resources for high-risk youth enrollment. While this will continue under WIA, this program element implies that there will have to be additional assistance provided to youths enrolled in these special programs. Given the nature of much work which requires an ability to interact successfully with others, those services which can draw isolated individuals out and encourage successful relationships with employers are to be encouraged.
6. Summer employment opportunities will be provided in a manner consistent with WIA legislation and Youth Council recommendations. Follow-up mechanisms

will be in effect by July 1, 2000 to track long-term progress upon finishing this intervention. The extensive track record of Santa Barbara County in providing such services over the past 25 years will provide a solid foundation for program planning purposes.

7. Paid and unpaid work experience will be integrated into year-round youth programming. On an experimental basis, a few unpaid work experience sites can be developed for younger summer youth enrollees. This will permit 14- and 15-year olds to connect with local worksites in settings that do not displace regular full-time workers at those settings.
8. Occupational skills training has long been at the heart of the previous system's training designs. Within WIA limited resources, occupational skills training, in the classroom, on-the-job, and customized to meet local employer needs, will still be provided. Opportunities will be focused on older youths that will be seeking entry-level employment in the local labor market.
9. Leadership development opportunities offer some creative potential for participants to provide real input into the program's design over time and to manage community-service projects in much the same way that Girls, Inc. of Carpinteria contracted for past summer youth funds to design and participate in a community event that provided an array of management skills to be learned. Likewise, entrepreneurial efforts can be composed of significant leadership events that will have long-term positive outcomes for participants.
10. Comprehensive guidance and counseling has traditionally been a part of the county's previous youth workforce activities. WIA will only reinforce the need for such assistance as the system moves from a "train first" to a "work first" model. Recognizing that youths should not be locked into long-term career decisions at this stage of their lives, appropriate counseling can be extremely helpful in determining occupational interests and work values that can be used in a joint fashion to focus young people toward likely future goals. A number of solid providers are available to provide such services throughout the county, both within the school systems and as private sector contractors.
11. Supportive services such as child care, transportation assistance, clothing, equipment, and other ancillary items needed to maximize participant success will be an integral part of the WIA youth system. Wherever possible, community resources will be accessed that will allow for service provision while conserving WIA resources. Nevertheless, WIA outlays will be made when necessary. Previous service providers will be experienced in how to access supportive services on behalf of their clients. For new providers, WIA staff will instruct those contractors on how to meet these requirements.
12. Follow-up services to the extent required in the Act comprise a significant change for the youth workforce system within this county. Employer contact on behalf a participant is expected as part of prudent case management.

Contractor staff will have to be prepared to provide longer-range assistance such as work-related peer groups, career development and long-range tracking of the participant after training ends. Adult mentoring has been part of past efforts and will be a key element to maximize the likelihood of success. The Workforce Investment Area understands that follow-up services will have to be provided for a minimum of 12 months after training, although this may be less intensive for those youth who have only participated in summer youth employment opportunities. This requirement will be built into all proposals sought under the WIA youth funding stream.

VII. ADMINISTRATIVE REQUIREMENTS

- A. *What competitive process will be used to award grants and contracts for youth services in your local area?*

Santa Barbara County will use a formal Request for Proposal process to secure service providers under the WIA youth funding stream. The procurement protocols which have been previously reviewed and approved by Sacramento monitoring staff will continue to be the formats used to meet the competitive process for grant/contract awards.

- B. *What competitive and non-competitive processes will be used at the local level to award grants and contracts for activities under Title I of WIA, including how potential bidders are being made aware of the availability of grants and contracts?*

Santa Barbara County intends to use an individualized approach for the bulk of its adult and dislocated worker core, intensive and training services for the 2000-2001 program year. As a result, large-scale occupational skills training contracts will not be sought for the Workforce Delivery Area. Likewise, specialized services, such as in-depth vocational assessments, will be procured through established protocols of the County of Santa Barbara's Purchasing Division. County bidding requirements are clearly spelled out and will be observed in the same manner as previously reviewed and recognized by the State's JTPA compliance monitoring system.

- C. *What entity will serve as the local grant recipient and be responsible for disbursing grant funds as determined by the Chief Elected Official?*

Santa Barbara County will retain to itself the role of grant recipient for WIA funds. Fiscal staff assigned to the Department of Social Services will be responsible for disbursing these dollars, subject to review by the Internal Audit Division of the County Auditor-Controller's Office. The integrity of the County's fiscal system for the management of JTPA funds has been verified by numerous state monitoring reports. These same protocols (adjusted for new program definitions and limits) will be employed to oversee WIA funds.

- D. What criteria will the local board use in awarding grants for youth activities, including the criteria used by the Governor and local boards to identify effective and ineffective youth activities and providers?*

The WIB will carefully evaluate and review its Youth Council's recommendations for awarding youth grants. The primary emphasis will be on the effective and efficient use of limited youth funds for as broad an array of services as possible. Past programmatic and fiscal experience and effectiveness of potential youth program providers will be scrutinized. A demonstrable ability to provide required WIA program elements will be necessary. Past performance outcomes will be studied. Future contractors will have to agree to a series of performance reviews and site visits to mesh with required performance measurement outcomes. Staff competencies and training opportunities will be looked at by these review groups.

What is your local area's definition regarding the sixth youth eligibility, ("an individual who requires additional assistance to complete an education program, or to secure and hold employment")?

The WIB's Youth Council will make a formal recommendation to the WIB in advance of WIC's formal implementation on July 1, 2000. One definition that will be considered is the identification of in-school youth who may be at risk for dropping out.

- E. What process will be used to allow public review and comment for specific performance outcomes and measures when these have been negotiated?*

When the performance outcomes and measures have been negotiated, a public comment period will be announced through legal notices published in local news papers. The specific outcomes and measures will be available for review at the Santa Barbara County Administrator's Office, the Workforce Resource Centers, public libraries, and the County's web site.

VIII. ASSURANCES

- A. The Local Workforce Investment Board and its staff assure that it will establish, in accordance with section 184 of the Workforce Investment Act, fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for, funds provided to the Local Workforce Investment Board through the allotments made under sections 127 and 132. [WIA, Section 112(b)(11)]
- B. The Local Workforce Investment Board assures that it will comply with WIA, Section 184(a)(6), which requires the Governor to, every two years, certify to the Secretary that it has:
 - 1. Implemented the uniform administrative requirements referred to in, WIA Section 184(a)(3);
 - 2. Annually monitored local areas to ensure compliance with the uniform administrative requirements as required under WIA, Section 184(a)(4); and
 - 3. Taken appropriate action to secure compliance pursuant to WIA, Section 184(a)(5).
- C. The Local Workforce Investment Board assures that compliance with the confidentiality requirements of WIA, Section 136(f)(3).
- D. The Local Workforce Investment Board assures that no funds received under the Workforce Investment Act will be used to assist, promote, or deter union organizing. [WIA, Section 181 (b)(7)]
- E. The Local Workforce Investment board assures that the board will comply with the nondiscrimination provisions of WIA, Section 188, including an assurance that Methods of Administration have been developed and implemented.
- F. The Local Workforce Investment Board assures that the board will collect and maintain data necessary to show compliance with the nondiscrimination provisions of WIA, Section 188.
- G. The Local workforce Investment Board assures that there will be compliance with grant procedures of WIA, Section 188.

- H. The Local Workforce Investment Board certifies that veterans' services provided with Wagner-Peyser Act funds will be in compliance with 38 U. S. C. Chapter 41 and 20 CFR part 1001.
- I. The Local workforce Investment Board certifies that Wagner-Peyser Act-funded labor exchange activities will be provided by merit-based public employees.
- J. The Local Workforce Investment Board assures that it will comply with the current regulations, 29 CFR part 651.111, to develop and submit affirmative action plans for Migrant and Seasonal Farm Worker (MSFW) Significant Offices in the local workforce area which are determined by the Department of Labor, to be in the highest 20% of MSFW activity nationally.
- K. The Local Workforce Investment Board has developed this Plan in consultation with local elected officials, the business community, labor organizations and other partners. [WIA Section 118(a)]
- L. The Local Workforce Investment Board assures that it will comply with Section 504 of the Rehabilitation Act of 1973 (29USC 794) and the Americans with Disabilities Act of 1990 (42 USC 12101 et seq).
- M. The Local Workforce Investment Board assures that funds will be spent in accordance with the Workforce Investment Act, written Department of Labor guidance, and other applicable federal and State laws and regulations.
- N. The Local Workforce Investment Board assures that veterans workforce investment programs funded under WIA, Section 168 will be carried out in accordance with that Section.
- O. The Local Workforce Investment Board assures that it will comply with future State Workforce Investment Board policies and guidelines, legislative mandates, or other special provisions as may be required under Federal law or policy, including the Workforce Investment Act or State legislation.

IX. PROGRAM ADMINISTRATION DESIGNEE AND PLAN SIGNATURES

This plan represents the Santa Barbara County Workforce Investment Board's efforts to maximize and coordinate resources available under Title I of the Workforce Investment Act (WIA) of 1998.

This plan is submitted for the period of July 1, 2000 through June 30, 2005 in accordance with the provisions of the Workforce Investment Act.

Workforce Investment Board Chair

Chief Elected Official(s)

Signature

Signature

Name

Name

Chair, Workforce Investment Board
Title

Chair, County Board of Supervisors
Title

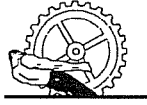
Date

Date

APPENDIX

Section II. A. 2 Lists the programs and funding sources that will support service delivery through the Santa Barbara Resource system. A brief description of these contributing funding sources is show below-

- The Workforce Investment Act- Employment and training services for Adults, Dislocated Workers, and Youth, funded by the U.S. Department of Labor.
- Wagner-Peyser Act- Federal legislation that provides for services to job seekers and employers conducted by California's Employment Development Department.
- Unemployment Insurance Programs-Administered by EDD, unemployment insurance provides temporary financial assistance to eligible unemployed individuals.
- Perkins Act-Federal assistance to postsecondary vocational education activities.
- Adult Education and Literacy Programs- Activities to assist individuals lacking a high school diploma or are deficient in basic skills.
- Trade Act Programs-Training programs for workers adversely affected by foreign competition.
- Veterans Employment Program and Disabled Outreach Program- Administered by EDD, Employment and Training services targeted toward former U.S. Military personnel.
- Temporary Assistance for Needy Families- Administered by the County Department of Social Services, temporary financial assistance and job training and placement for eligible low income individuals.
- Senior Community Service Employment Program- Short term Employment opportunities and training activities for eligible older adults.
- Migrant and Seasonal Farmworker Programs- Employment and Training opportunities for eligible agricultural workers.



**Santa Barbara County
Memorandum of Understanding
Services to be Offered at the
Workforce Resource Centers**

I. PURPOSE

This Memorandum of Understanding (MOU) is entered into with a spirit of cooperation between the Consortium/Operator and the agencies delivering services at the Workforce Resource Centers in Santa Barbara County. Taking into account the mission of the Workforce Resource system, this document acknowledges programs and services offered by individual organizations whether or not they have permanent staff co-located at the Workforce Resource Centers (WRC) throughout the county. Additional agreements are in place to cover the costs of co-location.

II. MISSION/VISION

The Santa Barbara County Workforce Resource System is an integrated public-private partnership developed through collaboration that provides services that are easily accessible to all customers. It is a system that ensures employers will be able to recruit, retain, and retrain a workforce possessing the skills necessary to prepare for viable jobs and flexible careers.

The parties make the commitment to maintain not only the basic provisions of WIA, but also to enact the basic guiding principles of California's One-Stop delivery system. These Principles are as follows:

Integrated: Offering as many employment, training, and education services as possible for employers and individuals seeking jobs or wishing to enhance their skills and affording universal access to the system overall;

Comprehensive: Offering a large array of useful information with wide and easy access to needed service;

Customer Focused: Providing the means for customers to judge the quality of services and make informed choices, and

Performance based: Based on clear outcomes to be achieved; mutually negotiated outcomes and methods for measurements; and the means toward measuring and attaining customer satisfaction.

III. WORKFORCE RESOURCE CONSORTIUM/OPERATOR

The Workforce Resource Consortium/Operator consists of the following partner agencies: Allan Hancock College, Department of Social Services, and Employment Development Department. The consortium/operator along with the Workforce Resource System Manager will implement policy directives from the Workforce Investment Board.

IV. NON-FINANCIAL AGREEMENT CLAUSE

This MOU is non-financial in nature and binds no party or partner to financial obligation(s) to any other. Financial or fiduciary arrangements to the One-Stop system are outlined in separate financial agreement(s).

V. TERM OF THE MOU

This MOU shall begin July 1, 2002, and remain in effect until terminated by the repeal of the Workforce Investment Act or per the agreement of the parties, with a minimum 120 days formal notice as per section VI. below.

This MOU constitutes the entire agreement between the parties hereto. This MOU may be reviewed annually and modified, altered, revised, extended or renewed by mutual written consent of all parties, by the issuance of a written amendment, signed and dated by all parties on an as needed basis. Amendments to this MOU may be made 120 days prior to the effective date of the change.

VI. TERMINATION

Termination for Cause: The Workforce Investment Board may terminate any practice related to failure to perform the provisions or requirements of the MOU.

Termination: Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 90 calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to all parties of this MOU. Should any One-Stop Partner withdraw, this MOU shall remain in effect with respect to the other remaining One-Stop Partners.

VII. Partners in the Santa Barbara County Workforce Resource System

- Affiliated Computer Services
- Alcohol Drug and Mental Health Services Department
- Allan Hancock College
- American Association of Retired Persons
- Area Agency on Aging
- Business Advisory Team
- Candaleria American Indian Council
- Center for Employment & Training
- Community Action Commission
- Department of Rehabilitation
- Department of Social Services
- Employment Development Department
- Probation Department
- Santa Barbara City College
- Santa Barbara County Schools
- Workforce Investment Act
- Women's Economic Ventures

VIII. SERVICES TO BE OFFERED

Services shall be focused on two main customer groups: job seekers and employers, and shall be available at or through the Santa Barbara County One-Stop Workforce Resource Center System.

Partners agree to integrate services to the extent possible, in bringing together resources of program, staff, and/or funding respectively, to provide operations as a single service delivery system as required under the Act the following services:

1. Core Services: WIA Title I-Subtitle B (Regulations 6662.240) eligibility determination; outreach, intake (worker profiling), and orientation; initial assessment; job search; placement assistance; career counseling; job listings; skills needed; occupational demand; information on eligible training providers; performance outcomes; filing claims for UI; supportive services; help in establishing eligibility for WtW and financial aid; and follow-up services (Title I-Subtitle B) for at least 12 months.
2. Access to intensive and training services. Training services may include occupational skills training; on-the-job training; workplace training combined with related instruction; training programs operated by the private sector; skill upgrading and retraining; entrepreneurial training; job readiness training; adult education and literacy activities; and customized training; and
3. Access to all Workforce Resource partner programs and activities.
4. Access to Wagner-Peyser services including job search, placement, recruitment, and other labor exchange services.

IX. ATTACHMENTS

Partner agencies have the ability to include additional attachments, which specifically relate to their activities in the Workforce Resource System.

Attachment A details the specific services and location of each partner agency available.

X. STRUCTURE, MANAGEMENT, GOVERNANCE AND STAFFING

As the designated Workforce Investment Act (WIA) funding recipient for the County of Santa Barbara, the County of Santa Barbara will be the hiring authority for the Workforce Resource Manager and his/her staff needed to run the operational functions of the system.

XI. REFERRALS BETWEEN PARTNERS

Partners agree to refer clients to each other by:

In-person
E-mail

Telephone
Memo

XII. CONFIDENTIALITY

Parties to this agreement agree to comply with the various provisions of their respective authorizing legislation, statutes, and other provisions pertinent to their day-to-day operation to assure that:

All applications and individual records related to services provided under this agreement, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly related to the delivery of WIA services and/or the administration of programs.

No person will publish, disclose, use or permit or cause to be published, disclosed or used, any confidential information pertaining to the Workforce Resource System customers, participants, or applicants without their written approval.

Upon signed agreements from customers, participants, or applicants, partners agree to share with other partners all the necessary information for the provision of services under the WIA.

XIII. MARKETING

Partner agencies agree to use a collaborative marketing strategy informing job seekers, training and education seekers, employers, employed individuals, and the community at large about the services available through the Workforce Resource Centers.

XIV. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this agreement, the partners agree that they will not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, or national origin.

XV. NONDISCRIMINARY SERVICES

Within the limits set forth in this agreement, partner agencies agree that all goods and services pursuant to this agreement shall be available to all persons regardless of age, sex, race, political affiliation, religion, ethnic background, marital status, condition of physical or mental handicap.

XVI. UNENFORCEABLE PROVISIONS


If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in force.

XVII. DISPUTES

The parties shall first attempt to resolve all disputes informally. Any party may call a meeting to discuss and resolve disputes. Should informal resolution efforts fail, this dispute shall be referred to the WRC Systems Manager. The Manager, in consultation with the Consortium, will be the final step in mediating or resolving the disputes.

XVIII. SIGNATURES

IN WITNESS THEREOF, the parties to this MOU execute this agreement.



Mona Baker
Workforce Resource
System Manager



Partner Signature

3-14-03
Date:

2-25-03
Date:

Letter of Amendment between
Santa Barbara County Department of Social Services
Workforce Resource Center One-Stop
And
Candelaria American Indian Council

Purpose:

As stated in Section V of the Memorandum of Understanding "This MOU may be reviewed annually and modified, altered, revised, extended or renewed by mutual written consent of all parties, by the issuance of a written amendment, signed and dated by all parties on an as needed basis". This amendment provides documentation of updated contact information, site location, and services offered by Candelaria American Indian Council, at the Workforce Resource Center. Attachment A attached outlines these changes.

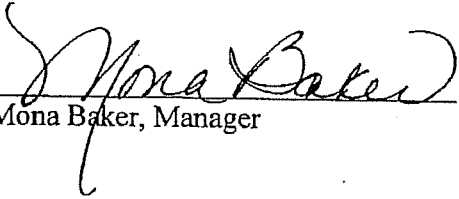
Concurrence:

The updated information on Attachment A is accurate and meets with my approval.

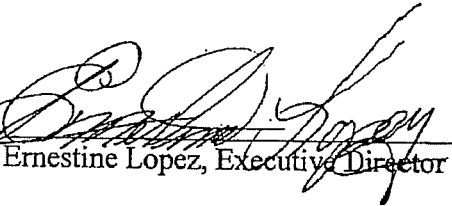
County of Santa Barbara
Department of Social Services
Workforce Resource Center One-Stop

Candelaria American Indian Council

By:


Mona Baker, Manager

By:


Ernestine Lopez, Executive Director

Dated: 6-8-05

Dated: 6-15-05

**WORKFORCE RESOURCE
MEMORANDUM OF UNDERSTANDING
ATTACHMENT A**

As stated in the Santa Barbara County Memorandum of Understanding, Attachment A details the specific services and location of each agency.

PARTNER:	CANDELARIA AMERICAN INDIAN COUNCIL	
CONTACT:	Ernestine Lopez	Judy Aparcana
TITLE:	Executive Director	Program Coordinator
ADDRESS:	1650 Palma Drive Ste 101. Ventura, CA 93003	SAME
PHONE:	(805) 650-8352	SAME
FAX:	(805) 650-8954	SAME

PARTNER ORGANIZATION agrees to provide staff at the:

- Santa Barbara Workforce Resource Center
130 E. Ortega Street, Santa Barbara, CA 93101

- Santa Maria Workforce Resource Center
1410 South Broadway, Santa Maria, CA 93454

Services to be provided include:

- Adult Education Classes
- Assessment – mini
- Assessment – full
- Assisted Job Search & Placement
- Cal Jobs
- Career Counseling
- Case Management
- Classroom Training
- Computer Access
- Customized Training
- Educational Financial Aid Information
- Follow-Up Services
- Job Listings
- Labor Market Information
- Internet Access
- On-Site Interviews
- Pre-Screening – Applicants
- Pre-Vocational Training
- Program Eligibility Determination
- Program Intake
- Program Orientation
- Program Outreach
- Recruiting
- Referrals to Public Assistance
- Referrals to Supportive Services
- Tax Credit Information
- Unassisted Job Service

Location:

- Santa Barbara Santa Maria