

**MEMORANDUM OF UNDERSTANDING
FOR
AFFILIATE AMERICA'S JOB CENTER OF CALIFORNIASM COST SHARING
BETWEEN
SANTA BARBARA COUNTY WORKFORCE DEVELOPMENT BOARD
AND**

SANTA BARBARA COUNTY AMERICA'S JOB CENTER OF CALIFORNIASM ONE-STOP SYSTEM PARTNERS

I. Preamble/Purpose of MOU

The Workforce Innovation and Opportunity Act (WIOA) requires that a Memorandum of Understanding (MOU) be developed and executed between the Local Board and the each of the America's Job Center of CaliforniaSM (AJCCSM) One-Stop System partners to arrive at one or more infrastructure funding agreement(s) (IFAs), and to identify other system costs such as the costs incurred to provide applicable career services. This requirement was referenced in a previously executed Memorandum of Understanding for Service Coordination, and addresses how to sustain the unified system described in that previously executed MOU through the use of resource sharing and joint infrastructure cost funding.

State of California Employment Development Department (EDD) Directive WSD16-09 requires a cost sharing MOU to have been submitted by September 1, 2017 with an effective date no later than January 1, 2018. The requirements of WSD16-09 were met with the submission on August 29, 2017 of the MOU entitled ***Memorandum of Understanding for Cost Sharing Between Santa Barbara County Workforce Development Board (WDB) and Santa Barbara County America's Job Center of CaliforniaSM One-Stop System Partners.*** As required by WSD16-09 the MOU included:

- An IFA between the colocated partners for the one comprehensive AJCCSM One-Stop Center currently operating in Santa Barbara County that addressed related cost sharing for the colocated partners (EDD and WDB);
- Agreement by each non-colocated partner that when data is available to determine the benefit to each non-colocated partner of the AJCCSM centers (these currently include, in addition to the comprehensive AJCCSM One-Stop Center in Santa Maria, an affiliate AJCCSM One-Stop Center in Santa Barbara), infrastructure cost sharing agreements will be renegotiated to include each non-colocated partner's proportionate share of contributions toward infrastructure costs; and
- Career Services Costs for each of the required colocated and non-colocated AJCCSM One-Stop System partners.

EDD Directive WSD16-22 also requires an additional MOU if IFAs for any affiliate AJCCSM One-Stop Centers were not included in the original cost sharing MOU due September 1, 2017. That additional MOU must be submitted by June 30, 2018 and be in place by July 1, 2018. This MOU meets the requirements of EDD Directive WSD16-22 by providing an IFA between the required partners co-located at the affiliate AJCCSM One-Stop Center in Santa Barbara.

Pursuant to State of California Employment Development Department Directive WSD16-09, currently only AJCC partners who are physically colocated in the comprehensive AJCC center (full-time or part-time) must contribute their proportionate share towards infrastructure costs.

AJCC partners that must physically colocate in the AJCC center include:

- WIOA Title I Adult and Dislocated Worker Programs; and
- WIOA Title III Wagner-Peyser (employment services authorized under the Wagner-Peyser Act 29 U.S.C. 49 et seq.).

Pursuant to EDD Directive WSD16-22, this MOU for Affiliate AJCCSM Cost Sharing must be in place at the local level by July 1, 2018 or the state funding mechanism will be triggered and the Governor and the Superintendent of Public Instruction (SPI) must then determine the required contributions of each AJCC partner. The AJCC partners acknowledge that the advantages of establishing self-negotiated, successful

Phase II MOUs under the local funding mechanism, as described by EDD in Directive WSD 16-09, including the following:

- Local autonomy – Under the local funding mechanism, decisions remain at the local level which ensures the Phase II MOUs will be tailored to each Local Area’s unique needs.
- Stronger regional partnerships – The more each partner can have a direct say in the local negotiations, the stronger the partnerships will be.
- No caps on partner contributions – Under the state funding mechanism, specific caps are set on the amount and percent of each partner’s funds that may be contributed. However, under the local funding mechanism there are no caps.
- Flexibility on funds used – Title I programs are allowed to use program funds to pay their proportionate share of the infrastructure costs when negotiating under the local funding mechanism. If the state funding mechanism is triggered, Title I programs may be required to pay their proportionate share only out of administrative costs.

II. Period of Time this MOU is Effective

This MOU goes into effect July 1, 2018 until June 30, 2021. The MOU shall be reviewed and updated by July 1, 2021. Although federal guidance requires that this MOU be reviewed and updated a minimum of every three years, the IFA budgets must be reviewed annually and updated if there are substantial changes. The IFA budget is located in **Appendix A**, and is subject to change to accomplish any required updating. ***Doing so will not constitute amending this MOU and will not require that the parties again sign this MOU.***

III. Parties to the MOU

The WDB develops innovative workforce strategies that help businesses, individuals and industries achieve and sustain economic vitality across all communities in Santa Barbara County. The WDB is a public/private partnership created pursuant to the Federal Workforce Innovation and Opportunity Act legislation. The WDB is entering into an agreement with each of the AJCCSM System One-Stop System partners co-located at an affiliate AJCCSM System Center. The Required AJCCSM System Programs will include:

- WIOA Title I Adult , Dislocated Worker, and Youth
- WIOA Title II Adult Education and Literacy
- WIOA Title III Wagner-Peyser
- WIOA Title IV Vocational Rehabilitation
- Carl Perkins Career Technical Education
- Title V Older Americans Act
- Job Corps
- Native American Programs (Section 166)
- Migrant Seasonal Farmworkers (Section 167)
- Jobs for Veterans State Grants (JVSG) program
- Youth Build
- Trade Adjustment Assistance Act activities
- Community Services Block Grant
- Housing & Urban Development
- Unemployment Compensation
- Second Chance
- Temporary Assistance for Needy Families/CalWORKs

The name of each AJCCSM One-Stop System partner entity, name of representative(s) and contact information are included in Appendix B for information purposes only. Appendix B entitled “AJCC

Program Partners and Services,” will be updated periodically as appropriate. Doing so will not constitute amending this MOU and will not require that the parties again sign this MOU.

IV. Definitions

Pursuant to EDD WSD 16-09, for purposes of this MOU the following definitions apply:

America’s Job Center of California SM – The common identifier used within California for One-Stop centers and the One-Stop system.

Applicable Career Services – Services identified in WIOA Section 134(c)(2), that are delivered by the AJCC required partners as authorized under their programs. They consist of three categories: basic career services, individualized career services, and follow up services (WIOA Joint Final Rule Section 678.425).

Comprehensive AJCC (One-Stop) Center – An AJCC location where job seekers and employers can access the programs, services, and activities of all required AJCC partners with at least one Title I staff person physically present (WIOA Joint Final Rule Section 678.305).

Affiliate AJCC – An AJCC location where job seekers and employers can access the programs, services, and activities of one or more AJCC partners. An Affiliate AJCC is not required to provide access to all partner programs (WIOA Joint Final Rule Section 678.310).

Specialized AJCC – An AJCC location associated with either a Comprehensive or Affiliate AJCC that addresses specific needs of dislocated workers, youth, or key industry sectors, or clusters (WIOA Joint Final Rule Section 678.300[d][3]).

Infrastructure Costs – Non-personnel costs that are necessary for the general operation of each comprehensive AJCC, including: rental of the facilities, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), technology to facilitate access to the AJCC (including technology used for the center’s planning and outreach activities), and common identifier costs if decided on by the Local Board and AJCC partners (WIOA Joint Final Rule Section 678.700).

Network of Comprehensive AJCCs – A collection of comprehensive AJCCs located within a Local Area. As an alternative to developing separate budgets for each comprehensive AJCC, Local Areas with more than one comprehensive AJCC may instead develop a cross-center infrastructure budget that details the infrastructure costs aggregated across the network of comprehensive AJCCs and across co-located partners.

Other System Costs – Other costs that are agreed upon by the Local Board and all AJCC partners. The other system costs budget must include a line item for applicable career services. The budget may also include the cost of other shared services commonly provided by AJCC partners to any individual such as initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet needs, referrals to other AJCC partners, and business services. Shared operating costs may also include shared costs related to the Local Board’s functions. This could include costs associated with the AJCC operator, policy and oversight of AJCC partnerships and effectiveness, etc. (WIOA Joint Final Rule Section 678.760).

Proportionate Share – The share of each partner program’s infrastructure costs based upon its proportionate use of the AJCC, if benefit is received from that use (WIOA Joint Final Rule Preamble page 55907).

Colocated Partners – AJCC partners who have a physical presence within the center, either full time or part time.

Non-Colocated Partners – AJCC partners who do not have a physical presence within the center.

Cash Contributions – Cash funds used to cover a partner’s proportionate share of the AJCC. Can be paid

either directly from the partner or through an interagency transfer on behalf of the partner (WIOA Joint Final Rule Section 678.720).

Non-Cash Contributions – Expenditures made by one partner on behalf of the AJCC or contributions of goods or services contributed by a partner for the center’s use. Contributions must be valued consistent with Uniform Guidance (WIOA Joint Final Rule Section 678.720).

Third Party In-Kind Contributions – Contributions by a non-AJCC partner to support the AJCC in general, not a specific partner; or contributions by a non-AJCC partner to an AJCC partner to support its proportionate share of the infrastructure costs. Unrestricted contributions that support the AJCC in general would lower the total amount of infrastructure costs prior to proportionate division whereas restricted contributions can be used by the intended partner(s) to lower their share of the infrastructure costs (WIOA Joint Final Rule Section 678.720).

Local Funding Mechanism – An infrastructure funding agreement (IFA) negotiated by the Local Boards with all AJCC partners for each comprehensive AJCC (WIOA Joint Final Rule Section 678.715).

State Funding Mechanism – An IFA established by the Governor and the Superintendent of Public Instruction (SPI) that is triggered if a Local Board is unable to secure completed Phase II MOUs from all AJCC required partners by the deadline (WIOA Joint Final Rule Section 678.730).

V. Affiliate AJCC One-Stop Center

Appendix A contains for the location(s) of **Affiliate AJCC (One-Stop) Center(s)** in Santa Barbara County and corresponding IFA budget(s).

VI. Infrastructure Cost Allocation

The cost allocation methodology chosen to charge each colocated partner for infrastructure costs in proportion to its use of the AJCC and the benefit received, in accordance with Uniform Guidance is as follows:

- Consistent with the current lease(s) between the colocated partners, rental of facilities and utility costs are allocated based on square foot occupied; and
- Consistent with current practice, equipment costs and technology costs are paid by each partner using the equipment and technology.

Appendix A contains the IFA budgets, and each colocated partner’s proportional share of the IFA budget. Appendix A is incorporated herein to this MOU by this reference.

VII. Americans with Disabilities Act and Amendments Compliance

AJCCSM One-Stop System partners agree to ensure that the policies and procedures as well as the programs and services provided at AJCCSM One-Stop center(s) are in compliance with the Americans with Disabilities Act and its amendments. Additionally, AJCCSM One-Stop System partners agree to fully comply with the provisions of WIOA, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, 29 CFR Part 37 and all other regulations implementing the aforementioned laws.

VIII. Modifications and Revisions and Dispute Resolution

This MOU constitutes the entire agreement between the WDB and each of the AJCCSM One-Stop System partners and no oral understanding not incorporated herein shall be binding on any of the parties hereto. This MOU may be modified, altered, or revised, as necessary, by mutual consent of the parties, by the issuance of a written amendment, signed and dated by the WDB and the relevant AJCCSM One-Stop System partner(s).

Should disputes between the parties arise, the parties shall first attempt to resolve all disputes

informally. Any party may request that the WDB Executive Director call a meeting of some or all parties to this MOU to discuss and resolve disputes. Should informal resolution efforts fail, the dispute shall be referred to the WDB Executive Director who shall obtain an independent party to mediate to help the partners resolve the dispute, and issue a written recommendation.

IX. Termination

The parties understand that implementation of the AJCCSM One-Stop System is dependent on the good faith effort of every partner to work together to improve services to the community. The parties also agree that this is a project where different ways of working together and providing services are being tried. In the event that it becomes necessary for a partner to cease being a part of this MOU, said entity shall notify the WDB staff, in writing, 30 days in advance of that intention. In the event that it becomes necessary for the Workforce Development Board to require a partner to cease being a part of this MOU, the Workforce Development Board staff shall notify the partner, in writing, 30 days in advance of that intention.

X. Hold Harmless/Indemnification/Liability

In accordance with provisions of Section 895.4 of the California Government Code, each party hereby agrees to indemnify, defend and hold harmless all other parties identified in this MOU from and against any and all claims, demands, damages and costs arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. In addition, except for Departments of the State of California which cannot provide for indemnification of court costs and attorney's fees under the indemnification policy of the State of California, all other parties to this MOU agree to indemnify, defend and hold harmless each other from and against all court costs and attorney's fees arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

XI. Authorization

The individuals signing separately below have the authority to commit the party they represent to the terms of this MOU. The MOU will become effective when all signatures have been added.

XII. Severability

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

Signatures:

In witness thereof, the Santa Barbara County Workforce Development Board executes this MOU.

Signatures for the Santa Barbara County Workforce Development Board
Santa Barbara County Chief Elected Official
Santa Barbara County Workforce Development Board Executive Director

Signature

Date

Name: Das Williams

Title: Chair, Santa Barbara County Board of Supervisors (Santa Barbara County Chief Elected Official)

Name: Raymond McDonald

Date:

Title: Executive Director, Santa Barbara County Workforce Development Board

Signatures:

In witness thereof, the Santa Barbara County Workforce Development Board executes this MOU

Signatures for WIOA Title I Adult, Dislocated Work Programs
Santa Barbara County Chief Elected Official
Santa Barbara County Workforce Development Board Executive Director

Signature

Date

Name: Das Williams

Title: Chair, Santa Barbara County Board of Supervisors (Santa Barbara County Chief Elected Official)

Name: Raymond McDonald

Date:

Title: Executive Director, Santa Barbara County Workforce Development Board

Signatures:

In witness thereof, the State of California Employment Development Department executes this MOU.

Signatures for State of California Employment Development Department

Required AJCC One-Stop System Partner for

WIOA Title III Wagner-Peyser

and

Veterans (Jobs for Veterans State Grants (JVSG))

and

Trade Adjustment Assistance Act activities

Signature

Date

Name:

Title:

Organization:

Signatures:

In witness thereof, State of California Employment Development Department executes this MOU.

Signatures for State of California Employment Development Department
Required AJCC One-Stop System Partner for

Signature

Name:

Title:

Organization:

Date