

## **AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Goodwill Industries of Santa Barbara and Ventura Counties with an address at 130 Lombard Street, Oxnard, CA 93030 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

### **1. DESIGNATED REPRESENTATIVE**

Raymond L. McDonald at phone number (805) 681-4446 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Laura Kistner at phone number (805) 988-1616 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

### **2. NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:                      Ray McDonald, Executive Director, Workforce Development Board  
260 N. San Antonio Road, Suite C, Santa Barbara, CA 93110. FAX: (805) 681-4674

To CONTRACTOR:              Laura Kistner, Director of Workforce Services, Goodwill Industries of Santa Barbara  
and Ventura Counties, Inc.  
130 Lombard Street, Oxnard, CA, 93030. FAX: (805) 988-1626

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### **3. SCOPE OF SERVICES**

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

### **4. TERM**

CONTRACTOR shall commence performance on 10/1/2016 and end performance upon completion, but no later than 6/19/18 unless otherwise directed by COUNTY or unless earlier terminated.

### **5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing

shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

**6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

**7. STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

**8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

**9. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

**10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this

Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

#### **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

#### **12. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

#### **13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

#### **14. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally

accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

#### **15. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

#### **16. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

#### **17. NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

#### **18. NON-ASSIGNMENT**

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

#### **19. TERMINATION**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

A. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

B. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY

governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

- C. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

## 20. **SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

## 21. **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.

## 22. **REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

## 23. **TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**24. NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

**25. ENTIRE AGREEMENT AND AMENDMENT**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

**26. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

**28. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

**29. EXECUTION OF 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.

**30. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. **SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. **PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. **STATE ENERGY CONSERVATION PLAN**

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

34. **PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING**

A. CONTRACTOR, by signing this Agreement, hereby certifies to the best of his, her or its knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the COUNTY and in accordance with the instructions found therein.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CONTRACTOR also agrees by signing this document that he, she or it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly

35. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). CONTRACTOR shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the CONTRACTOR has credible evidence

that a principal, employee, agent, or subcontractor of the CONTRACTOR has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

**36. BUSINESS ASSOCIATE**

The parties agree to the terms and conditions set forth in Exhibit D - HIPAA Business Associate Agreement (BAA), attached hereto and incorporated herein by reference.



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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Goodwill Industries of Santa Barbara and Ventura Counties**.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

Department of Social Services

**CONTRACTOR:**

Goodwill Industries of Santa Barbara  
and Ventura Counties

By: \_\_\_\_\_  
Director

By: \_\_\_\_\_  
Authorized Representative

Name: Laura Kistner

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Theodore A. Falatti, CPA  
Auditor-Controller

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

Risk Management

By: \_\_\_\_\_  
Risk Management

## EXHIBIT A

### STATEMENT OF WORK FOR CUSTOMER SERVICE CERTIFICATION TRAINING

As defined within the Grant Agreement with the Department of Labor Employment and Training Administration (DOLETA) MI-28988-16-60-A-6, attached hereto and incorporated by reference, the following services will be provided by the CONTRACTOR:

#### I. Program Highlights

The intent of the Santa Maria Summer Jobs and Beyond project is to serve young adults (in and out-of-school), in the City of Santa Maria, by providing valuable services in collaboration with private and public industry partners. The services to be provided by CONTRACTOR are Customer Service Certification Training.

#### II. Background/Target Population

On August 30, 2016, the Board authorized the Department of Social Services (DSS), on behalf of the County, to accept the DOLETA grant funding awarding the County \$2,000,000.00 to establish a Project Entitled Summer Jobs and Beyond: Career Pathways for Youth.

Under this grant, the Agreement with CONTRACTOR shall establish the resources and onramps leading to in-demand, well-paying jobs in high-growth industry sectors. The Summer Jobs and Beyond project creates positive change for youth locally.

#### III. Duties and Responsibilities

##### A. CONTRACTOR SHALL:

- i. Schedule referred participants for instruction and testing.
- ii. Provide 15 hours of instruction and conduct National Retail Federation (NRF) testing.
- iii. Provide participant with a certificate from the National Retail Federation if they pass the test.
- iv. Comply with Grant Agreement with the Department of Labor Employment and Training Administration (DOLETA) MI-28988-16-60-A-6.

##### B. COUNTY SHALL:

- i. Maintain oversight of CONTRACTOR.
- ii. Coordinate with CONTRACTOR regarding the services and elements of the program.
- iii. Provide technical assistance and guidance on workforce coordination services to CONTRACTOR.

#### IV. Reporting Requirements

CONTRACTOR shall provide sign in sheets showing attendance and copies of participants' NRF Customer Service Certificates, to be submitted with monthly invoices.

#### V. Performance Measures/Outcomes

All 260 participants shall attend and take the National Retail Federation knowledge-based exam.

## EXHIBIT B

### PAYMENT ARRANGEMENTS

#### Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed *\$65,000.00 total; including an amount not to exceed \$47,500.00, for the period of October 1, 2016 through June 30, 2017, and not to exceed \$17,500.00 for the period of July 1, 2017 through June 19, 2018.*
- B. CONTRACTOR shall be reimbursed at the rate of \$250.00 per youth served.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment shall not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. Tracking of Expenses: CONTRACTOR shall inform COUNTY when seventy-five percent (75%) of Maximum Agreement Amount has been incurred based upon CONTRACTOR'S own billing records. CONTRACTOR shall send such notice to those persons and addresses which are set forth in the Agreement, Section 2 (NOTICES).
- F. Six-Month Billing Limit: Unless otherwise determined by state or federal regulations all original invoices under this Agreement must be received by COUNTY within six (6) months from the date of service to avoid possible payment reduction or denial for late billing.
- G. Monitoring/Audit Exceptions and Disallowed Costs: CONTRACTOR shall be subject to monitoring reviews that cover all fiscal and programmatic terms and conditions of the Agreement and/or prescribed by the State, including cost allocation methodologies. Except to the extent that the State and/or the COUNTY determines it will assume liability, CONTRACTOR shall be liable for and shall repay, to the COUNTY, any amount for recoupment of audit exceptions and disallowances of disallowed costs. Such repayment shall be from funds other than those received under this Agreement.
- H. Non-appropriation of Funds. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY shall notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

## EXHIBIT C

### Indemnification and Insurance Requirements (For Service Contracts Not Requiring Professional Liability Insurance)

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

##### B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials,

## EXHIBIT C

parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## EXHIBIT C

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

# Attachment 1

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT AND TRAINING  
ADMINISTRATION (DOL/ETA)

**NOTICE OF  
AWARD (NOA)**

Under the authority of the *Workforce Innovation and Opportunity Act, P.L. 113-28*, this grant or agreement is entered into between the above named *Grantor Agency* and the following named *Awardee*, for a project entitled - *Summer Jobs and Beyond: Career Pathways for Youth (CPY)*.

**Name & Address of Awardee:**  
COUNTY OF SANTA BARBARA  
105 E. ANAPAMU ST.  
SANTA BARBARA, CALIFORNIA 93101-2000

**Federal Award Id. No. (FAIN): MI-28988-16-60-A-6**  
**CFDA #: 17.280- Workforce Investment Act (WIA)**  
**Dislocated Worker National Reserve Demonstration**  
**Grants**  
**Amount:\$2,000,000.00**  
**EIN: 956002833**  
**DUNS #: 787264878**

**Accounting Code:** 1630-2016-0501741616BD201601740003165DW094A0000AOWI00AOWI00-A90200-410023-ETA-DEFAULT TASK-

The Period of Performance shall be from **May 20, 2016 thru June 19, 2018**.  
Total Government's Financial Obligation is **\$2,000,000.00** (unless other wise amended).

Payments will be made under the Payments Management System, and can be automatically drawn down by the awardee on an as needed basis covering a forty-eight (48) hour period.

In performing its responsibilities under this grant agreement, the awardee hereby certifies and assures that it will fully comply with all applicable Statute(s), and the following regulations and cost principles, including any subsequent amendments:

**Uniform Administrative Requirements, Cost Principles, and Audit Requirements:**

2 CFR Part 200; Uniform Administrative Requirements, Cost Principles, and Audit Requirements; Final Rule  
2 CFR Part 2900; DOL Exceptions to 2 CFR Part 200;

**Other Requirements (Included within this NOA):**

Condition(s) of Award (if applicable)  
Federal Award Terms, including attachments

**Contact Information**

The Federal Project Officer (FPO) assigned to this grant is Tiffani Thomas. Tiffani Thomas will serve as your first line point of contact and can be contacted via e-mail - [thomas.tiffani@dol.gov](mailto:thomas.tiffani@dol.gov). If your FPO is not available, please call your Regional Office at 415-625-7900 for assistance.

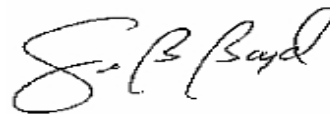
The awardee's signature below certifies full compliance with all terms and conditions as well as all applicable Statutes(s), grant regulations, guidance, and certifications.

Signature of Approving Official - **AWARDEE**

Signature of Approving Official - **DOL / ETA**

See SF-424 for Signature

No Additional Signature Required



**SERENA BOYD**, May 27, 2016  
Grant Officer





## **1. Order of Precedence**

The terms and conditions of this Notice of Award and other requirements have the following order of precedence if there is any conflict in what they require: (1) Section 169(c) of WIOA; (2) Public Law 113-235, Dislocated Workers Demonstration Projects; (3) Consolidated and Further Continuing Appropriations Act, 2015; (4) other applicable Federal statutes and their implementing regulations; and (5) terms and conditions of award.

## **2. Funding Opportunity Announcement**

The Funding Opportunity Announcement and any amendments are hereby incorporated into this Grant Agreement, [https://www.doleta.gov/grants/pdf/FOA-ETA-16-08\\_CPY.pdf](https://www.doleta.gov/grants/pdf/FOA-ETA-16-08_CPY.pdf), [https://www.doleta.gov/grants/pdf/FOA-ETA-16-08\\_Amend1.pdf](https://www.doleta.gov/grants/pdf/FOA-ETA-16-08_Amend1.pdf), and [https://www.doleta.gov/grants/pdf/FOA-ETA-16-08\\_Amend2.pdf](https://www.doleta.gov/grants/pdf/FOA-ETA-16-08_Amend2.pdf).

Recipients are bound by the authorizations, restrictions, and requirements contained in the Funding Opportunity Announcement.

## **3. Approved Statement of Work**

The award recipient's project narrative is taken as the Statement of Work. It has been included as Attachment D. If there is any inconsistency between items in this project narrative and any Department of Labor (DOL) regulation, guidance or OMB cost principle, the DOL regulation, guidance or cost principle will prevail.

## **4. Approved Budget**

The recipient's budget documents are attached in this Notice of Award Package. The documents are: 1) the SF-424, included at Attachment A; 2) the SF-424 A, included at Attachment B; and 3) the Budget Narrative, included at Attachment C. The recipient must confirm that all costs are allowable before expenditure. Pursuant 2 CFR 2900.1, approval of the budget as awarded does not constitute prior approval of those items specified in the 2 CFR 200 or this grant award as requiring prior approval. The Grant Officer is the only official with the authority to provide such approval.

## **5. Evaluation, Data, and Implementation**

The recipient must cooperate with the DOL in the conduct of a third-party evaluation, including providing DOL or its authorized contractor with appropriate data and access to program operating personnel and participants in a timely manner.

## 6. Indirect Cost Rate and Cost Allocation Plan

A. A **current** federally approved Negotiated Indirect Cost Rate Agreement (NICRA) or current federally approved Cost Allocation Plan (CAP) has been provided – copy attached. Regarding only the NICRA:

(1) Indirect Rate approved: \_\_\_\_\_ %

(2) Type of Indirect Cost Rate: \_\_\_\_\_

(3) Allocation Base: \_\_\_\_\_

(4) Current period applicable to rate: \_\_\_\_\_

Estimated Indirect Costs are shown on the SF-424A budget form. If a new NICRA is issued during the life of the grant, it must be provided to DOL within 30 days of issuance. Funds may be re-budgeted as necessary between direct and indirect costs consistent with institutional requirements and DOL regulations for prior approval, however the total amount of grant award funding will not be increased. Any budget changes impacting the Statement of Work and agreed upon outcomes or deliverables require a request for modification and prior approval from the Grant Officer.

B. (1) \_\_\_\_\_ Latest NICRA or CAP approved by the Federal Cognizant Agency<sup>1</sup> (FCA) is not current, or

(2)  No NICRA or CAP has ever been approved by an FCA.

**URGENT NOTICE:** Estimated indirect costs have been specified on the SF-424A, Section B, Object Class Category “j”, however only \$30,989 will be released to support indirect costs in the absence of a NICRA or CAP approved by the cognizant agency. The remaining funds which have been awarded for Indirect Costs are restricted and may not be used for any purpose until the awardee provides a signed copy of the NICRA or CAP and the restriction is lifted by the Grant Officer. Upon receipt of the NICRA or CAP, ETA will issue a grant modification to the award to remove the restriction on those funds.

The awardee must submit an indirect cost rate proposal or CAP. These documents should be submitted to DOL’s Division of Cost Determination (DCD), or to the awardee’s Federal Cognizant Agency. In addition, the awardee must notify the Federal Project Officer that the documents have been sent. Contact information for the DCD is available at <http://www.dol.gov/oasam/boc/dcd/>. If this proposal is not submitted **within 90 days of the effective date of the award**, no funds will be approved for the reimbursement of indirect costs. Failure to submit an indirect cost proposal by the above date means the grantee will not receive further reimbursement for indirect costs until a signed copy of the federally approved NICRA or CAP is provided and the restriction is lifted by the Grant Officer. All indirect charges must be returned through the Payment Management System and no indirect charges will be reimbursed.

The total amount of DOL’s financial obligation under this grant award **will not** be increased to reimburse the awardee for higher negotiated indirect costs.

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<sup>1</sup> The Federal agency providing the organization the preponderance of direct Federal funds.

- \_\_\_ C. The organization elected to exclude indirect costs from the proposed budget. Please be aware that incurred indirect costs (such as top management salaries, financial oversight, human resources, payroll, personnel, auditing costs, accounting and legal, etc. used for the general oversight and administration of the organization) must not be classified as direct costs; these types of costs are indirect costs. Only direct costs, as defined by the applicable cost principles, will be charged. Audit disallowances may occur if indirect costs are misclassified as direct.
- \_\_\_ D. The organization has never received a negotiated indirect cost rate and, with and pursuant to the exceptions noted at 2 CFR 200.414(f) in the Cost Principles, and has elected to charge a de minimis rate of 10% of modified total direct costs (see 2 CFR 200.68 for definition) which may be used indefinitely. This methodology must be used consistently for all Federal awards until such time as you choose to negotiate for an indirect cost rate, which you may apply to do at any time. (See 2 CFR 200.414(f) for more information on use of the de minimis rate.)

If DOL is your FCA, grantees should work with DOL's DCD, which has delegated authority to negotiate and issue a NICRA or CAP on behalf of the Federal Government. More information about DOL's DCD is available at <http://www.dol.gov/oasam/boc/dcd/>. This website has guidelines to develop indirect cost rates, links to the applicable cost principles, and contact information. The DCD also has Frequently Asked Questions providing general information about the indirect cost rate approval process and due dates for provisional and final indirect cost rate proposals at <http://www.dol.gov/oasam/faqs/FAQ-dcd.htm>.

## 7. Federal Project Officer

The DOL/ETA Federal Project Officer (FPO) for this award is:

Name: Tiffani Thomas (LEAD)

Telephone: 415-625-7961

E-mail: [thomas.tiffani@dol.gov](mailto:thomas.tiffani@dol.gov)

The FPO is not authorized to change any of the terms or conditions of the award or approve prior approval requests. Any changes to the terms or conditions or prior approvals must be approved by the Grant Officer through the use of a formally executed award modification.

## 8. Funding Restrictions

### a. Administrative Costs

There is a 10% limitation on administrative costs on funds awarded under this grant. Administrative costs under this award follow the definition under Title I of the Workforce Innovation and Opportunity Act (WIOA). Compliance with the administrative costs limits is monitored throughout the grant period.

### b. Consultants

For the purposes of this award, fees paid to a consultant shall be limited to \$585 per day without additional Grant Officer approval. Regulations regarding the determining of a consultant's rate of pay are located at 5 CFR 304.104 with the calculation for a maximum amount located at 5 CFR 304.105.

### c. Salary and Bonus Limitations

Under Public Law 113-235, Division G, Title I, Section 105, none of the funds appropriated under the heading "Employment and Training" shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website (<http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2014/executive-senior-level> ). The salary and bonus limitation does not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter No. 5-06 for further clarification, available at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2262](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262)

### d. Budget Flexibility

As directed in 2 CFR 200.308(e), the transfer of funds among direct cost categories or programs, functions and activities is restricted such that if the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency, the recipient must receive prior approval from the Grant Officer.

**e. Mileage Reimbursement Rates**

Pursuant to 2 CFR 200.474(a), recipients must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, this federal award cannot be charged more than the maximum allowable Mileage Reimbursement Rates for Federal employees. The 2016 Mileage Reimbursement Rates are:

Modes of Transportation	Effective/Applicability Date	Rate per mile
Privately owned automobile	January 1, 2016	\$0.54
Privately owned motorcycle	January 1, 2016	\$0.51

Mileage rates must be checked annually at [www.gsa.gov/mileage](http://www.gsa.gov/mileage) to ensure compliance.

**f. Restriction on Health Benefits Coverage**

The recipient must ensure that the use of these funds for health benefits coverage complies with 506 and 507 of Division G of Public Law 113-235, the Consolidated and Further Continuing Appropriations Act, 2015.

**9. Administrative Requirements**

**a. System for Award Management and Universal Identifier Requirements**

**1. Requirement for System of Award Management**

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

**2. Requirement for unique entity identifier**

If you are authorized to make subawards under this award, you:

- i. Must notify potential subrecipients that no entity (see definition in paragraph [3] of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
- ii. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

**3. Definitions**

For purposes of this award term:

- i. *System of Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient.

Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).

- ii. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.
- iii. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. *Subaward*:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
  - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- v. *Subrecipient* means an entity that:
  - a. Receives a subaward from you under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the subaward.

## **b. Federal Funding Accountability and Transparency Act**

### **1. Reporting of first-tier subawards.**

- i. *Applicability.* Unless you are exempt as provided in paragraph [4.] of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph [5.] of this award term).
- ii. *Where and when to report.*
  - a. You must report each obligating action described in paragraph [1.i.] of this award term to <http://www.fsrc.gov>.
  - b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
- iii. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrc.gov> specify.

### **2. Reporting Total Compensation of Recipient Executives.**

- i. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
    - a. the total Federal funding authorized to date under this award is \$25,000 or more;
    - b. in the preceding fiscal year, you received—
      - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
  - ii. *Where and when to report.* You must report executive total compensation described in paragraph [2.i.] of this award term:
    - a. As part of your registration profile at <http://www.sam.gov>.
    - b. By the end of the month following the month in which this award is made, and annually thereafter.
3. *Reporting of Total Compensation of Subrecipient Executives.*
- i. *Applicability and what to report.* Unless you are exempt as provided in paragraph [4.] of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
    - a. in the subrecipient's preceding fiscal year, the subrecipient received—
      - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
    - b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

- ii. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph [3.i] of this award term:
  - a. To the recipient.
  - b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

4. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

5. *Definitions.* For purposes of this award term:

- i. *Entity* means all of the following, as defined in 2 CFR part 25:
  - a. A Governmental organization, which is a State, local government, or Indian tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization;
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- ii. *Executive* means officers, managing partners, or any other employees in management positions.
- iii. *Subaward:*
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see [2 CFR 200.330]).
  - c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- iv. *Subrecipient* means an entity that:
  - a. Receives a subaward from you (the recipient) under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the subaward.
- v. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - a. *Salary and bonus.*
  - b. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.



- c. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- d. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- e. *Above-market earnings on deferred compensation which is not tax-qualified.*
- f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

### c. Personally Identifiable Information

Recipients must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Recipients must meet the requirements in Training and Employment Guidance letter (TEGL 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII)), (located at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=7872](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872))

### d. Audits

Organization-wide or program-specific audits shall be performed in accordance with the Single Audit Act Amendments of 1996. Recipients that expend \$750,000 or more in a year in Federal awards shall have an audit conducted for that year in accordance with the requirements contained in 2 CFR 200.501. The provisions of 2 CFR Subpart F, Audit Requirements, will apply to audits of non-Federal entity fiscal years beginning on or after December 26, 2014. The revised audit requirements are not applicable to fiscal years beginning prior to that date.

### e. Equipment

Recipients must receive **prior approval** from the DOL/ETA Grant Officer for the purchase of any equipment with a per unit acquisition cost of \$5,000 or more, and a useful life of more than one year. This includes the purchases of Automated Data Processing (ADP) equipment. Equipment purchases must be made in accordance with 2 CFR 200.313 or 2 CFR 200.439.

This grant award **does not** give approval for equipment specified in a recipient's budget or statement of work unless specifically approved above. To obtain approval, the grantee must submit a detailed equipment purchase list with descriptions to the FPO for review. The equipment purchase list must include the item name as well as a description of the item, item cost (actual or estimated), estimated useful life of the equipment, and the purpose of the acquisition. We strongly encourage grantees to submit equipment purchase requests as early as possible in the grant's period of performance with as many planned pieces of equipment as possible.

Recipients may not purchase equipment in the last year of performance. If any approved acquisition has not occurred prior to the last year of performance, approval for that item(s) is rescinded.

### f. Program Income

The recipient is required to utilize the addition method if any Program Income is generated

throughout the duration of this award. The recipient is allowed to deduct costs incidental to generating Program Income to arrive at a Program Income. Additional information about program income is located in 2 CFR 200.307(b).

#### **g. Pre-Award**

All costs incurred by the recipient prior to the start date specified in the award issued by the Department are ***incurred at the recipient's own expense***.

#### **h. Reports**

All ETA recipients are required to submit quarterly financial and narrative progress reports for each grant award.

- A. **Quarterly Financial Reports.** All ETA recipients are required to report quarterly financial data on the ETA 9130. ETA 9130 reports are due no later than 45 calendar days after the end of each specified reporting quarter. Reporting quarter end dates are June 30, September 30, December 31, and March 31. A final financial closeout report is required to be submitted no later than 90 calendar days after the grant period of performance ends. For guidance on ETA's financial reporting, reference Training and Employment Guidance Letter (TEGL) 13-12.

ETA requires all grant recipients to submit the 9130 form electronically through an on-line reporting system. Expenditures are required to be reported on an accrual basis, cumulative from the beginning of the life of a grant, through the end of each reporting period.

The instructions for accessing both the on-line financial reporting system and the HHS Payment Management System can be found in the transmittal memo accompanying this Notice of Award. To gain access to the online financial reporting system, a request for a password and pin must be submitted via e-mail to [ETApasword.pin@dol.gov](mailto:ETApasword.pin@dol.gov). The Financial Report Access Document, copies of the ETA 9130, and detailed reporting instructions are available at [www.doleta.gov/grants/financial\\_reporting.cfm](http://www.doleta.gov/grants/financial_reporting.cfm).

- B. **Quarterly Performance Reports** You must submit a quarterly progress report within 45 days after the end of each calendar year quarter. The report must include quarterly information on grant activities, performance goals, and milestones. The last quarterly progress report will serve as the grant's Final Performance Report. This report must provide both quarterly and cumulative information on the grant activities. It must summarize project activities, employment outcomes and other deliverables, and related results of the project, and must thoroughly document the training or labor market information approaches that you used. We will provide you with formal guidance about the data and other information that is required to be collected and reported on either a regular basis or special request basis.
1. The last quarterly progress report that recipients submit will serve as the grant's Final Performance Report. This report should provide both ***quarterly and cumulative*** information on the grant's activities. It must summarize project

activities, employment outcomes and other deliverables, and related results of the project.

2. The recipient shall use any standard forms and instructions to report on training and employment outcomes and other data relating to the progress reports as provided by ETA.
3. The recipient shall utilize standard reporting processes and electronic reporting systems to submit their quarterly progress reports as provided by ETA.

#### **i. Managing Subawards**

*Subaward* means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

The provisions of the Terms and Conditions of this award will be applied to any subrecipient under this award. The recipient is responsible for the monitoring of the subrecipient, ensuring that the Terms and Conditions are in all subaward packages and that the subrecipient is in compliance with all applicable regulations and the terms and conditions of this award (2 CFR 200.101(b)(1)).

#### **j. Final Year/Closeout Requirements**

At the end of the grant period, the recipient will be required to close the grant with ETA. The recipient will be notified approximately 15 days prior to the end of the period of performance that the initiation of closeout will begin at the end of the grant. Information concerning the recipient's responsibilities at closeout may be found in 2 CFR 200.343.

#### **k. Publicity**

No funds provided under this grant shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall grant funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

#### **l. Public Announcements**

When issuing statements, press releases, requests for proposals, bid solicitation, and other

documents describing project or programs funded in whole or in part with Federal money, all recipients receiving Federal funds, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

#### **m. Procurement**

The Uniform Administrative Requirements (2 CFR 200.317-36) require all recipient procurement transactions to be conducted in a manner to provide, to the maximum extent practical, open and free competition. If the statement of work identifies a specific entity to provide goods or services, the DOL ETA's award does not provide the justification or basis to sole-source the procurement, i.e., avoid competition.

#### **n. Vendor/Contractor**

The term "contractor", sometimes referred to as a vendor, is a dealer, distributor, merchant or other seller providing goods or services that are required for the conduct of a Federal program. (2 CFR 200.23) These goods or services may be for an organization's own use or for the use of beneficiaries of the Federal program. Additional guidance on distinguishing between a subrecipient and a contractor (vendor) is provided in 2 CFR 200.330. When procuring contractor provided goods and services, DOL ETA recipients and subrecipients must follow the procurement requirements 2 CFR 200.319, which call for free and open competition.

#### **o. Intellectual Property Rights**

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

If applicable, the following needs to be on all products developed in whole or in part with grant funds:

***"This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and***

***including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it”***

#### **p. Creative Commons License Requirement**

Pursuant to 2 CFR 2900.13, to ensure that the Federal investment of DOL funds has as broad an impact as possible and to encourage innovation in the development of new learning materials the recipient will be required to license to the public all work created with the support of this grant under a Creative Commons Attribution 4.0 (CC BY) license. Work that must be licensed under the CC BY includes both new content created with the grant funds and modifications made to pre-existing, recipient-owned content using grant funds.

This license allows subsequent users to copy, distribute, transmit, and adapt the copyrighted Work and requires such users to attribute the Work in the manner specified by the recipient. Notice of the license shall be affixed to the Work. For general information on CC BY, please visit <http://creativecommons.org/licenses/by/4.0> .

Instructions for marking your work with CC BY can be found at [http://wiki.creativecommons.org/Marking\\_your\\_work\\_with\\_a\\_CC\\_license](http://wiki.creativecommons.org/Marking_your_work_with_a_CC_license) .

Only work that is developed by the recipient in whole or in part with grant funds is required to be licensed under the CC BY license. Pre-existing copyrighted materials licensed to, or purchased by the recipient from third parties, including modifications of such materials, remains subject to the intellectual property rights the recipient receives under the terms of that particular license or purchase. In addition, works created by the recipient without grant funds do not fall under the CC BY license requirement.

The purpose of the CC BY licensing requirement is to ensure that materials developed with funds provided by this award result in work that can be freely reused and improved by others. When purchasing or licensing consumable or reusable materials, the recipient is required to respect all applicable Federal laws and regulations, including those pertaining to the copyright and accessibility provisions of the Federal Rehabilitation Act.

#### **q. Requirements for Conference and Conference Space**

Conferences sponsored in whole or in part by the recipient of Federal awards are allowable if the conference is necessary and reasonable for the successful performance of the Federal Award. Recipients are urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR 200.432. Recipients will be held to the requirements in 2 CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

**r. OTCnet Program Check Capture Legal Notices**

The Department of Labor, Employment Training and Administration will be using U.S. Treasury Paper Check Conversion. Henceforth, processing of Check Payments received in Person or by Mail will be converted into an electronic funds transfer (EFT).

**s. Funding for Travel to and from Meetings with an Executive Branch Agency**

Grant funds may not be used for the purposes of defraying the costs of a conference held by any Executive branch department, agency, board, commission, or office unless it is directly and programmatically related to the purpose for which the grant or contract was awarded.

No funds made available through DOL appropriations may be used for travel and conference activities that are not in compliance with Office of Management and Budget Memorandum M-12-12 dated May 11, 2012. (P.L. 113-6, 3003 (c)(d)(e)).

**t. Funding for Travel to and from Meetings with an Executive Branch Agency**

Grant funds may not be used for the purposes of defraying the costs of a conference held by any Executive branch department, agency, board, commission, or office unless it is directly and programmatically related to the purpose for which the grant or contract was awarded.

No funds made available through DOL appropriations may be used for travel and conference activities that are not in compliance with Office of Management and Budget Memorandum M-12-12 dated May 11, 2012. (P.L. 113-6, 3003 (c)(d)(e)).

**10. Program Requirements**

The Funding Opportunity Announcement contains the program requirements for this award.

**11. Public Policy**

**a. Executive Orders**

**12928:** Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

**13043:** Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

**13166:** As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

**13513:** Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

## **b. Veteran's Priority Provisions**

38 U.S.C. 4215 requires recipients to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Recipients must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No. 10-09 is available at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2816](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816).

## **c. Flood Insurance**

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq.*, provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.



#### **d. Architectural Barriers**

The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

#### **e. Drug-Free Workplace**

The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

#### **f. Hotel-Motel Fire Safety**

Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the Hotel Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act.

#### **g. Prohibition on Trafficking in Persons**

I. Trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and



Suspension (Nonprocurement),” as implemented by our agency at 29 CFR Part 98.

b. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
  - i. Associated with performance under this award; or
  - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 29 CFR Part 98.

c. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. *Definitions.* For purposes of this award term:

1. “Employee” means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. “Private entity”:
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
  - ii. Includes:
    - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
    - B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**h. Buy American Notice Requirement**

None of the funds made available under this award may be expended by an entity unless the entity agrees that in expending the funds it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the “Buy American Act”).

**i. Prohibition on Providing Federal Funds to ACORN**

These funds may not be provided to the Association of Community Organizations for Reform now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

**j. Prohibition on Contracting with Corporations with Felony Criminal Convictions**

The grantee may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

**k. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities**

The grantee may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**l. Prohibition on Contracting with Inverted Domestic Corporations**

No funds made available under a Federal Act may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 835(b) of the Homeland Security Act of 2002 (6 U.S.C. 395(b)) or any subsidiary of such an entity. Waivers to this regulation may be granted by the Secretary of Labor if the Secretary determines that the waiver is required in the interest of national security.

**m. Violation of the Privacy Act**

These funds cannot be used in contravention of the 5 USC 552a or regulations implementing that section.

## 12. Attachments

[Attachment A: SF-424](#)

[Attachment B: SF-424A](#)

[Attachment C: Budget Narrative](#)

[Attachment D: Statement of Work](#)

[Attachment E: Negotiated Indirect Cost Rate Agreement \(if applicable\)](#)

## **Attachment A: SF-424**

**Application for Federal Assistance SF-424**

\* 1. Type of Submission:

- Preapplication  
 Application  
 Changed/Corrected Application

\* 2. Type of Application:

- New  
 Continuation  
 Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

\* 3. Date Received:

Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

\* a. Legal Name:

County of Santa Barbara

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

95-6002833

\* c. Organizational DUNS:

7872648780000

**d. Address:**

\* Street1:

105 E. Anapamu St.

Street2:

\* City:

Santa Barbara

County/Parish:

\* State:

CA: California

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

93101-2000

**e. Organizational Unit:**

Department Name:

Workforce Development Board

Division Name:

Department of Social Services

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:

Mr.

\* First Name:

Luis

Middle Name:

\* Last Name:

Servin

Suffix:

Title:

Program Manager

Organizational Affiliation:

\* Telephone Number:

805-588-6054

Fax Number:

\* Email:

L.servin@sbcsocialserv.org

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

Employment and Training Administration

**11. Catalog of Federal Domestic Assistance Number:**

17.280

CFDA Title:

WIA/WIOA Dislocated Worker National Reserve Demonstration Grants

**\* 12. Funding Opportunity Number:**

FOA-ETA-16-08

\* Title:

Summer Jobs and Beyond: Career Pathways for Youth (CPY)

**13. Competition Identification Number:**

FOA-ETA-16-08

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Santa Maria Summer Jobs & Beyond: Career Pathways for Youth program

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="2,000,000.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="2,000,000.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes  No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:

\* Date Signed:

## **Attachment B: SF-424A**



**BUDGET INFORMATION - Non-Construction Programs**

OMB Number: 4040-0006  
Expiration Date: 01/31/2019

**SECTION A - BUDGET SUMMARY**

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Summer Jobs and Beyond: Career Pathways for Youth (CPY)	17.280	\$ <input type="text"/>	\$ <input type="text"/>	\$ 2,000,000.00	\$ <input type="text"/>	\$ 2,000,000.00
2.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
4.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>5. Totals</b>		\$ <input type="text"/>	\$ <input type="text"/>	\$ 2,000,000.00	\$ <input type="text"/>	\$ 2,000,000.00

**SECTION B - BUDGET CATEGORIES**

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Summer Jobs and Beyond: Career Pathways for Youth (CPY)				
<b>a. Personnel</b>	\$ 309,895.04	\$	\$	\$	\$ 309,895.04
<b>b. Fringe Benefits</b>	22,823.06				22,823.06
<b>c. Travel</b>	270.00				270.00
<b>d. Equipment</b>	0.00				
<b>e. Supplies</b>	250.00				250.00
<b>f. Contractual</b>	1,216,726.00				1,216,726.00
<b>g. Construction</b>	0.00				
<b>h. Other</b>	268,217.72				268,217.72
<b>i. Total Direct Charges (sum of 6a-6h)</b>	1,818,181.82				\$ 1,818,181.82
<b>j. Indirect Charges</b>	181,818.18				\$ 181,818.18
<b>k. TOTALS (sum of 6i and 6j)</b>	\$ 2,000,000.00	\$	\$	\$	\$ 2,000,000.00
<b>7. Program Income</b>	\$ 0.00	\$	\$	\$	\$

**SECTION C - NON-FEDERAL RESOURCES**

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8. Summer Jobs and Beyond: Career Pathways for Youth (CPY)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
9. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
10. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
11. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>12. TOTAL (sum of lines 8-11)</b>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

**SECTION D - FORECASTED CASH NEEDS**

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ <input type="text" value="2,000,000.00"/>	\$ <input type="text" value="700,000.00"/>	\$ <input type="text" value="700,000.00"/>	\$ <input type="text" value="400,000.00"/>	\$ <input type="text" value="200,000.00"/>
14. Non-Federal	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>15. TOTAL (sum of lines 13 and 14)</b>	\$ <input type="text" value="2,000,000.00"/>	\$ <input type="text" value="700,000.00"/>	\$ <input type="text" value="700,000.00"/>	\$ <input type="text" value="400,000.00"/>	\$ <input type="text" value="200,000.00"/>

**SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT**

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b)First	(c) Second	(d) Third	(e) Fourth
16. Summer Jobs and Beyond: Career Pathways for Youth (CPY)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
17. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
18. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
19. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>20. TOTAL (sum of lines 16 - 19)</b>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

**SECTION F - OTHER BUDGET INFORMATION**

21. Direct Charges: <input type="text"/>	22. Indirect Charges: <input type="text"/>
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23. Remarks:

## **Attachment C: Budget Narrative**

## 2. Project Budget

### Budget Narrative

#### a) Personnel

Name	6 Month (EXH Salary)	Year 1 Salary	Year 2 Salary	Year 3 Salary	% of Time Devoted to Grant	Amounted of salary funded by grant
Unknown-Project Manager, DBS I	28,398.24	<b>\$56,796.48</b>	\$113,592.96	\$170,389.44	100%	100%
Unknown – Case Manager, CES I	19,039.28	<b>\$38,078.56</b>	\$76,157.12	\$76,157.12*	100%	100%
Unknown – Administrative Office Professional, AOP I	15,837.12	<b>\$31,674.24</b>	\$63,348.48	\$63,348.48*	100%	100%
				\$126,549.28	Total Annual Personnel Cost per Year	
				\$309,895.04	Total Personnel Cost for the Period of Performance (2 years grant plus one additional year of follow up)	

**The yearly amounts are cumulative estimated amounts**

**\*For year three, the only position that will still be funded through the grant will be the DBS I position – To coordinate the one year of follow up services for year two, final administrative items, and program sustainability. The CES and AOP position, therefore, have no new salary for year three. The total personnel cost is calculated based on the cumulative DBS position salary (for the three years) and the CES and AOP positions cumulative amount for up-to-year two.**

**a) Fringe Benefits**

		Salary				Benefits		Total benefits 6 months	Total benefits 1 Year	Total benefits 2 Years	Total benefits 3 Years
Job Class Title	Step	6200 Extra Help Salary	6550 Medicare	6575 Soc Sec Alt	6900 W/C						
DBS1	A	28,398.24	411.77	425.98	1,253.70		<b>\$2,091.45</b>	<b>\$4182.90</b>	<b>\$8365.80</b>	<b>\$12,548.70</b>	
CES1	A	19,039.28	276.07	285.59	840.53		<b>\$1,402.19</b>	<b>\$2804.38</b>	<b>\$5608.76</b>	<b>\$5,608.76</b>	
AOP1	A	15,837.12	229.64	237.56	699.16		<b>\$1,166.4</b>	<b>\$2332.80</b>	<b>\$4665.60</b>	<b>\$4,665.60</b>	
										<b>\$22,823.06</b>	

<b>Fringe Benefit Rate:</b>	1.450%	1.500%	4.415%
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NOTE: Extra Help Position Costs are based on 1,040 hours or estimated 6 months of employment

e) **Supplies:**

<b>Item</b>	<b>Quantity</b>	<b>Estimated Rate/unit</b>	<b>Cost</b>
Program Info Materials- Flyers	<b>500</b>	<b>\$0.15</b>	<b>\$75</b>
Program Info - Brochures	<b>500</b>	<b>\$0.35</b>	<b>\$175</b>
		<b>Total</b>	<b>\$250</b>

**F) Contractual**

	<b>Sub recipient</b>	<b>Element</b>	<b>Estimated Cost</b>	<b>Estimated Leveraged Resource</b>
1	Santa Maria Chamber of Commerce	<p><b><u>Skills and Needs Mapping</u></b></p> <p>(a) Business Engagement</p> <p>This stage will consist of engaging with the business community to address three main items: 1) Williness to hire a youth for the summer; 2) Willingness to hire a youth for un-subsidized year-round employment; 3) Skills required in future candidates/workers. The idea behind this stage is to engage employers, businesses and industry and community partners to ensure those participants' skills are in line with employer needs and that summer experience may lead to year-round employment.</p>	\$0	\$0
2	Goodwill Industries of Ventura and Santa Barbara Counties, Inc.	<p><b><u>Youth Recruitment and Case Management</u></b></p> <p>(a) <i>Individual Service Strategies</i></p> <p>provide all students with quality individualized plans by utilizing tools such as interest inventories, that promote opportunities for self-exploration, career exploration, career planning, and postsecondary education and training in order to advance short-and long-term career goals.</p> <p>(b) <i>Supportive Services</i></p> <p>Offer supportive services and case management throughout program participation</p> <p>c) <i>Youth Recruitment and Case management</i></p>	\$65,000	\$30,000



Developing Individualized Service Strategy (Education Plan)  
 Outreaching to youth  
 Processing Applications and assessing eligibility  
 Coordinating referrals to other program elements/partners

**Employment and Career Connection: Job and Career Placement** \$143,000

*Job Readiness - Final Preparation*

*Job Finding Assistance*

*creating awareness and connections to employment providers and  
 summer and year-round employment opportunities*

*Career Exploration*

Apprenticeship & pre-apprenticeship guidance

Education and Training Opportunities

Labor Market Information

Career pathways on-ramp connection

**Customer Service** \$65,000

**Work Experience Coordination** \$39,000

3	Four Square Church	<b>Parent Engagement</b>	\$0	\$1,800
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Parenting classes: preventing violence  
 to parenting classes for the parents of the youth participants

4	Santa Maria Parks and Recreation	<b>Summer Jobs Academy/Career Camp Coordination</b>	\$0	\$6,000
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The following services, in partnership with other organizations, will be offered during the camp: a) Healthcare services, b) mental health care services, c) substance abuse and gang prevention; d) financial literacy; e) job readiness training; f) Career Exploration; g) Leadership Development

5	Community Health Center	<p><b>(a) Healthcare Services</b></p> <p><b>(b) Mental Health Services - Community Resiliency Model</b></p>	\$0	\$13,500
6	Edward DeJesus Seminars & Consulting	<p><b>Leadership Development</b></p> <p>Program aimed at helping youth discover the barriers to educational and workforce success and giving them the tools to address these barriers.</p>	\$30,000	\$15,000
7	Center for Employment Training	<p><b>Education and Training:</b></p> <p>offer education and training opportunities that develop skills leading into career pathways for 123 OYS Youth</p> <p><b>(a) Offering career counseling services,</b> including providing information about resume preparation, interview skills, and long-term benefits of postsecondary education and training (e.g. increased earning power and career mobility.)</p> <p><b>(b) Career Awareness and Career Exploration</b></p> <p>Providing career development services, such as interest inventories, career exploration and awareness activities and tools, and occupational information based on local labor market conditions</p> <p><b>(c) Career pathways connection information</b></p>	\$36,900	\$52,000

connection with state and local career pathways efforts that work to develop clear sequences of education and training that span secondary and postsecondary education for at-risk OSY and provide onramps that lead to industry-recognized credentials and in-demand, well-paying jobs in high-growth sectors

**Employer Training**

\$0 \$1,200

Coaching employers to ensure successful transition of youth from academy and other pre-employment training services into the workforce.

8 Santa Barbara County Education Office

**Education and Training:** offer education and training opportunities that develop skills leading into career pathways for the 137 ISY Youth

\$31,826 \$6,800

**(a) Offering career counseling services:**

Including providing information about resume preparation, interview skills, and long-term benefits of postsecondary education and training (e.g. increased earning power and career mobility.)

**(b) Career Awareness and Career Exploration**

Providing career development services, such as interest inventories, career exploration and awareness activities and tools, and occupational information based on local labor market conditions

**(c) Career pathways connection information**

Develop a clear sequence of education and training opportunities that lead into career pathways. These career pathways would provide them with a clear sequence of education and training that spans secondary and postsecondary education and that will lead them to industry-recognized credentials for in-demand, well-paying jobs.				
9	Foundation for California Community Colleges	Providing employer of record services for participants in the CY Initiative	\$182,000	\$126,300
		Work Experience Participants' wages @ 10/hr for 240 hours for 260 youth	\$624,000	
			<b>Estimated Cost</b>	<b>Estimated Leveraged Resources</b>
			<b>Contractual Total</b>	<b>\$1,216,726</b>
				<b>\$126,300</b>

2 yr program: 260 youth to be served

g) Construction: 0

h) Other:

	Item	Cap/Participant	Total
1	Supportive Services & Needs Related Payment	\$400	\$104,000
2	Incentives/Stipends	\$300	\$78,000
3	End of Project Youth Job Fair Cost		\$4,000

<b>4</b>	<b>External Project Evaluation</b>	<b>\$11,000</b>
<b>5</b>	<b>Additional contractors as recommended by end-of-year evaluation</b>	<b>\$71,217.72</b>
	<b>Total</b>	<b>\$268,217.72</b>

- SUPPORTIVE SERVICE** – Services such as transportation, childcare, dependent care, clothing, housing, referrals to medical care, linkages to community services, uniforms or work-related tools, eye glasses and protective eye gear, materials for individuals with disabilities, and needs related payments that are necessary to enable an individual to participate in activities.

**NEEDS RELATED PAYMENT** – Are supportive services in the form of monetary assistance necessary to enable individuals to participate in an eligible WIA activity. Needs related payments are provided through cash assistance or arrangement with another human resource agency and should only be made with WIA funds when other funds are not available or have been exhausted.

**PURPOSE OF SUPPORTIVE SERVICES AND NEEDS RELATED PAYMENTS**

The Workforce Investment Act (WIA) Section 129(c) (G) allows for supportive services and needs related payments to ensure youth can participate in authorized WIA activities. All necessary supportive services or needs related payments must be specified in the participant’s ISS.

- INCENTIVE** – An inducement or reward intended to motivate achievement. The incentive must be directly linked to attainment of specific and measureable program outcomes. Incentive awards may be non-cash or cash incentives and are not an entitlement..

**STIPEND** – A fixed regular payment made to encourage the youth to participate in and complete specific and measureable program outcomes. A stipend may be considered in the case of volunteering, job shadowing, or work readiness activities. A sign-in sheet and a statement of activities must be included in the case file in support of the stipend. Stipends are not an entitlement.

**PURPOSE OF INCENTIVES AND STIPENDS**

The Workforce Investment Act (WIA) Section 129(a) (5) allows for the awarding of incentives and/or stipend payments for recognition and achievement in WIA related activities. Incentives and stipends are allowable to youth enrolled in the WIA Title 1 Youth program. They are intended to encourage and motivate WIA youth to reach specific goals and obtain positive outcomes that lead to educational and career success.

3. **End of Project Youth Job Fair Cost** – At the end of each year, there will be an end-of year event/job fair where all the employers and youth will be invited. During this job fair youth and employers will have an opportunity to connect for the purpose of project participants to get unsubsidized employment.
  4. Project evaluation conducted by external evaluator.
  5. Cost of any additional activity or contract for year 2 based on feedback received after the completion of year 1 evaluation in order to strengthen program design and outcomes.
- i) **Total Direct Charges: \$1,818,181.82**
- j) **Indirect Charges: \$181,818.18 (10% based on Indirect Cost Rate Agreement)**
- k) **Totals: \$2,000,000.00**

## **Attachment D: Statement of Work**

## Summer Jobs and Beyond: Career Pathways for Youth (CPY)

### 3. Project Narrative

**1. Statement of Need:** The project area will be the **City of Santa Maria**. It is located in north Santa Barbara County and has become the fastest growing city in the County of Santa Barbara with a population of over 103,000 people. It is predominately an agricultural community – with low wages and low skilled jobs. Over the past few months, the City of Santa Maria has seen a tremendous increase in homicides among disconnected and gang-affiliated youth, ranging from ages 14-24. In just the last 15 months, we have had 19 murders all youth related and many involving kids as young as 15 years of age. As an example of the seriousness of our problem, our local newspaper, The Santa Barbara Independent, called these murders “unprecedented.” They reported the following story in January of this year, “On January 25, Carlos Perez, 14, and Israel Cruz, 19, were found hiding in a dried-out patch of the riverbed after allegedly killing 15 year old Marcos Ramos with a meat hook near Pioneer Valley High School. On January 13, two 23 year olds were shot on the corner of Main Street and Oakley Avenue. In just the last month, the City of Santa Maria saw more murders than the cities of Oakland (population of 413,775), Sacramento (485,199), and San Jose (population of 1,015,785 people) combined.

This is rooted in the high youth unemployment and high poverty rates. According to a study published by the County of Santa Barbara Department of Social Services, one out of five children in Santa Barbara County live in poverty -- that is more than 16, 319 children. Out of those kids, 47 percent or 7,675 live in North County. The lack of resources in Santa Maria, including no longer having summer schools or summer employment programs since the American Recovery and Reinvestment Act (ARRA) funds disappeared, has made it extremely difficult for youth to find positive learning experiences for the summer. Consequently, more of



our young adults are beginning to turn to illegal activities with the consequences of youth getting killed every day. Having available summer and year-round programs that focuses on skills necessary to get a job, together with a multi-agencies approach where an individual is able to receive wraparound services, could have a great impact in the quality of our future workforce. By providing the resources and the onramps leading to in-demand, well-paying jobs in high-growth industry sectors the proposed project can create positive change for youth locally.

**a. Youth Unemployment Rates:** During the past couple of years, the City of Santa Maria has experienced some of the highest unemployment in Santa Barbara County, easily eclipsing the county, state and national average. Consequently, during the last five years (2010-2015), the City of Santa Maria's youth unemployment rate has also increased tremendously. The youth unemployment, for youth 16-19 and 20-24, for the City of Santa Maria, is currently 36.7% as reported by the U.S. Census. This is compared to the DOL youth unemployment rate of 20.4%. This has in turn translated into youth engaging in illegal activities in the City of Santa Maria. Throughout the past year (2015) and early this year, the City of Santa Maria has seen an increase in crime, most of which are being committed by unemployed and disconnected youth ranging from 16-24 years of age. Having programs that target youth, ages 16-24, will be essential to our community. Not only will the youth unemployment rate decrease, but also the crime rate. This will in turn strengthen our local workforce and local economy.

**b. Poverty Rates:** We believe that Poverty is a major contributing factor to the high crime affecting youth and families. According to the U.S. Census, the five-year estimate for individuals below poverty level (for 2010-2014) was 21.3%. In Santa Maria, 43% (40,493 children) lived in poverty between the years 2006-2010; along with 31% or 79,636 adults, according to the U. S. Census Bureau's American Community Survey. We are beginning to see more people living in

overcrowded apartments and in poor living conditions. Most recently (for the year 2014) the poverty rate was 23.6%, which is higher than that of the last five years combined. The City of Santa Maria has a large agricultural community and many of our farm workers are working long hours trying to survive and make ends-meet while earning low wages. Having available summer and year-round programs that focuses on skills necessary to get a job, together with a multi-agency approach where an individual is able to receive wraparound services, could have a great impact in the quality of our future workforce by providing the resources and the onramps leading to in-demand, well-paying jobs in high-growth industry sectors.

**C. High School Graduation Rates:** Overall the City of Santa Maria has a good percentage of students graduating from high school. However, more youth are beginning to drop out. From 2013-2014 the average graduation rate was 83.9% compared to 85.4% in 2011-2012. Although the graduation rates were higher in the 2011-2012 period, the dropout rate was 10.2% compared to 12.0% for the 2013-2014 years. Due to the recent gang violence and murders, many youth and parents are starting to consider alternatives to the public education system.

**D. Violent Crime Rate:** According to the Federal Bureau of Investigations, in 2013 the City of Santa Maria violent crime rate was 490 for a population of 102,051. In just the year 2015, the City of Santa Maria experienced an unprecedented number of homicides totaling 13. Nine of these 13 homicides were connected to youth between the ages of 14-24. Recently, for the months of January and February 2016, six additional murders were reported, which brought the total number of youth- related murders to 19 as reported to the Santa Maria Times by the Santa Maria Police Department. To compare, Santa Maria has only seen this number of murders in a span of five years from 2010-2014, which total 18 for the four year period. Santa Maria Police Chief Ralph Martin called the recent killings “unprecedented” and the gang-related crime in the past

year “a huge uptick.” In recent years, the city of about 110,000 people averaged three to four gang-related murders, but the January deaths marked the 14th gang-related homicide and 19th death since the start of 2015. Since then, just two suspects had been arrested; the rest were open investigations. It is impossible to overstate the magnitude of the recent carnage.

One of the theories for the gang violence, as reported by Santa Barbara Independent in January of 2016, talks about violence as it originated out of a struggle between Los Angeles and Northern California gangs to control the drug trade in Santa Maria. Though the city is largely considered to be in Southern California, a dozen or so admitted Norteño gang members wind up in Santa Barbara County Jail each year. These numbers have stayed the same in recent years and most gang violence tends to occur on the city’s northwest side, where overcrowded, rundown apartments generate more crime and more calls for service. But of late, other random parts of the city have been crime scenes, as well. This theory suggests the bloodshed erupted out of those conditions. In addition, the two street gangs exist in cyclical retaliation.

Without programs such as summer projects, violent crime rates will continue to occur. Young adults are in dire need of a positive and nurturing environment, as well as for an opportunity to learn the skills and obtain the experience that will help them in their career. The more we engage and invest in these adolescents at a young age, the more likely youth will be successful and have a positive impact in our community.

**2- Expected Outcomes and Output**

Performance Measure	Projected
Total Participants to be Served	260
Total Number of ISY to be Served	137
Total Number of OSY to be Served	123

Total Number of Participants Placed in Unsubsidized Employment OR	177 (68%)*
Total Number of Participants Placed in Post-Secondary-Education or Training	177 (68%)*
Measurable Skill Gain (Cert; CASAS etc.)	110 (53.5%)*
<b>PROPOSED ADDITIONAL EXPECTED OUTCOMES AND OUTPUTS</b>	
<b>ACTIVITIES/OUTPUTS</b>	<b>OUTCOMES</b>
Number of employers that participate in the “Skills and Needs Mapping Survey”	70%
Number of youth that receive a certificate of completion during the education and training component of project	182 (70%)
Number of parents that attend the Parent Engagement Workshop	50%
Number of youth that complete the Summer Jobs Academy/Career Camp	182 (70%)
Number of Youth placed in Subsidized Paid Work Experience	182 (70%)

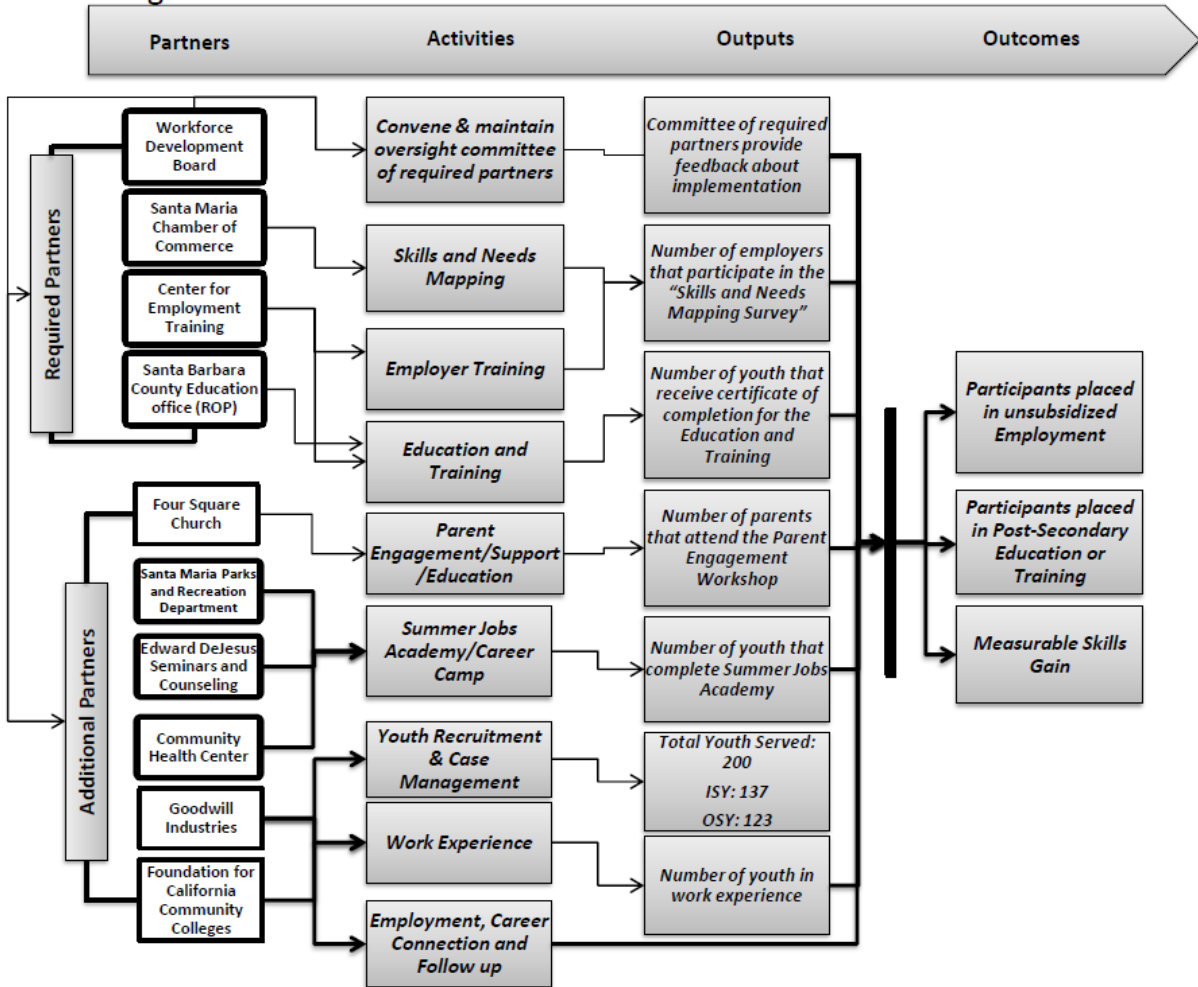
*\*The proposed/projected percentage is similar to the 2014 negotiated performance*

An appropriate tracking system has been identified to provide and track all relevant information as it relates to the reporting for the CPY grant. Goodwill Industries currently uses Sales Force as their tracking system to record and report similar activities and performance. The system is able to record applications, track enrollments, record all services provided, activities youth have participated in, case notes and report outcomes and performance of youth. In addition, it has the ability to run and provide customizable reports for groups and individuals and customizable dashboards. The following additional indicators will assist with attaining positive outcomes and performance for our youth participants. 1) Number of employers willing to provide full time employment to participants through demonstration. 2) Number of partners willing to support the project, reported at the end-of-the year. 3) Increase of leveraged funds being used toward youth employment. The greater the amount of leveraged resources, the more services, including wrap-

around services provided to the participants, leading to better project outcomes. Reported at the end of year report.

**3. Project Design: (a) Service Model:** The intent of the Santa Maria Summer Jobs and Beyond Project is to serve young adults (in and out-of-school) in the City of Santa Maria, by providing valuable services in partnership with the private and public industry partners. The service delivery stage of the project contains eight different stages and nine (9) different partners, in addition to the LWDB. In order to better manage the proposed outcomes and outputs, the two year proposed goals will be divided into yearly goals (which are more manageable and easy to track). Additionally, the service delivery is being divided amongst the partners; the proposed project will run for two summers, starting May 5, 2016 for the first summer and April, 2017 for the second summer. The number of youth served would be significantly smaller for year one (75 youth) with the remaining taking place during year two (185 youth). At the end of each summer program, participants will have one. Participants will be required to participate in each and everyone one of the stages of the project. The stages are in sequential order. Participants will be recruited and will start in the process as “one group.” The Service Delivery Outline describes the specific stages of the project. The Logic Model graph outlines the outputs and outcomes and those activities associated with them. The summer jobs academy component will accelerate the work by providing all the wrap-around services in a one-week period of time. One of the barriers that we’ll have to overcome is the small period of time, especially for year one, we will have to convene the partners and strategies on the logistics of the project. To solve this problem the partners will be meeting before the grant is awarded to begin planning, just in case.

# Logic Model



Service Delivery				
Services	Year 1		Year 2	
	Begin	End	Begin	END
To maintain oversight and convene partners in the delivery of the services to ensure project success	May	Continuous		
These services are in sequential order 1. Skills and Needs Mapping (a) Business Engagement: This stage will consist of engaging with the business community to address three main items: 1) Wiliness to hire a youth for the summer; 2) Willingness to hire a youth for un-subsidized year-round employment; 3) Skills required in future candidates/workers. The idea behind this stage is to engage employers, businesses and industry and community partners to ensure those participants' skills are in line with employer needs and that summer experience may lead to year-round employment.	April	June	April	June
2. Youth Recruitment and Case Management (a) Individual Service Strategies: Provide all students with quality individualized plans by utilizing tools such as interest inventories, that promote opportunities for self-exploration, career exploration, career planning, and postsecondary education and training in order to advance short-and long-term career goals. (b) Supportive Services. (c) Youth Recruitment and Case management: Developing Individualized Service Strategy (Education Plan); outreaching to youth; processing applications and assessing program suitability; coordinating referrals to other program partners; providing customer service training.	5/5/2016	6/10/2016	May	June
3. Employer Training: Coaching employers to ensure successful transition of youth from academy and other pre-employment training services into the workforce.	June	July	June	July
4. Parent Engagement for the parents of youth participants	June	July	June	July
5. Summer Jobs Academy/Career Camp: Healthcare Services; mental health services, substance abuse, gang prevention, financial literacy, customer service, job readiness, career exploration, leadership development.	6/13/2016	7/5/2016	June	July
6. Education and Training: offer education and training opportunities that develop skills leading into career pathways. A) Technical Skills Training; b) work experience preparation training; (d) Offering career counseling services, including providing information about	6/27/2016	August	June	August

resume preparation, interview skills, and long-term benefits of postsecondary education and training (e.g. increased earning power and career mobility.) e) career awareness and exploration: providing career development services, such as interest inventories, career exploration and awareness activities and tools, and occupational information based on labor market conditions; g) Career Counseling; h) Career pathways connection information				
7. Work Experience Work Experience Participants' wages @ 10/hr for 300 hours for 260 youth	6/27/2016	August	June	August
8. Employment, Career Connection: Job and Career Placement & Follow up Job Readiness - Final Preparation; job finding assistance; career exploration for apprenticeship and pre-apprenticeship programs; education and training opportunities; labor market information; career pathways on-ramp connection.	August	May-17	August	May



**(b) Implementation:** Once the grant is awarded, during the implementation phase, the following will take place: 1) The WDB will a) convene all partners to go over the plan and work on the logistics; b) notify fiscal department of the contracts that will be needed; c) Begin hiring of staff; d) finalize skills map/needs assessment survey; e) coordinate the logistics for the Summer Jobs Academy/Career Camp. 2) Santa Maria Chamber will administer survey to members and will market the project to obtain sufficient worksites. 3) Center for Employment Training and Santa Barbara County Education Office will coordinate with those additional partners that are also providing direct services (not part of the Summer Jobs Academy/Career Camp).

The procurement process of the this project will be in line with the procurement process specified by the County of Santa Barbara and the Department of Social Services, the fiscal agent for the Workforce Development Board. The General Services Department acts as the Purchasing Agent for Santa Barbara County and are authorized to make purchases, rentals, and contracts based upon established procedures. Procurements actions are to be conducted in a manner that provides for “full and open competition”. Four methods are discussed: small purchase, sealed bids, competitive proposals, and non-competitive proposals. The type of purchase method is generally determined by the “per transaction” value of procurement and the type of good or service being purchased. The hiring process shall be in line with Civil Service Rules and the County of Santa Barbara, and the Department of Social Service H.R. policies and procedures. To overcome hiring barriers, staff shall be hired under the Extra Help classification, for which the process is less cumbersome, in addition to utilizing existing staff and utilizing partners to offer direct services. For the procurement process, any contract shall be done as a small purchase, where possible, in order to expedite the process.

**Staffing plan includes:** 1) Program Manager Position **a)** Possession of a bachelor’s or associate’s degree **AND** two years of experience. Career Employment Specialist: 1) Some college **and** two years of experience. Administrative Office Professional: knowledge of basic and commonly used procedures, workflow, methods, and techniques associated with routine clerical work to perform routine tasks while learning how to perform the full-range of clerical work found in the work area.

Participants for the project will be identified in partnership with the Santa Maria School District, and government agencies (such as the Santa Barbara County Probation Department, and community based organizations. A current partnership already exists for the existing year-round WIOA youth program. Participants will be selected utilizing the following criteria: 1) Must be Santa Barbara County resident, 2) must be between the ages of 16-24 years of age; 3) In-school youth at risk of dropping out of school as indicated by a school official; 4) Out-of-school youth – school drop-outs. 5) Low income. Additional target populations will be at-risk, gang-involved or youth involved in the juvenile justice system.

<b>Implementation Work Plan</b>	<b>Begin</b>	<b>END</b>
<b>Year One - May 2016 to May 2017</b>		
<b>Project Administration</b>		
Convene partnership meetings	May	June
Establish contracts with service providers	May	June
Hire new staff for project	May	July
<b>Service Delivery</b>		
1. Skills and Needs Mapping	April	June
2. Youth Recruitment and Case Management	5/5/2016	6/10/2016
3. Employer Training	June	July
4. Parent Engagement	June	July
5. Summer Jobs Academy	6/13/2016	7/5/2016
6. Education and Training:	6/27/2016	August

7. Work Experience	6/27/2016	August
8. Employment and Career Connection: Job and Career Placement	August	May, 2017
Sustainability and Evaluation		
Areas of Improvement Survey	August	September
End of the Year Celebration	September	September

**Year Two - May 2017 to May 2018**

Project Administration		
Convene partnership meetings/Review yr. 1 data	May	June
Service Delivery		
Same as year 1 with the additional elements as suggested by feedback survey	6/13/2017	May, 2017
Sustainability and Evaluation		
Areas of Improvement Survey	August	September
End of the Year Celebration	September	September
Sustainability and Evaluation Meetings	August	September

**(c) Operations**

To support work experience opportunities, each participant will be assigned a: 1) case manager (who will coordinate and guide the youth through the project and will coordinate with the other partners, 2) a job coach (which will be the instructor during the education and training component of the project) that will work with worksite supervisor and the youth and will assist participants in the development of career pathways objectives. The training offered during the project and work experience will be in line with what the employers suggested were the most important skills during the initial Skills Mapping and Needs Assessment stage.

The designed project model involves and utilizes partner’s strengths to maximize program outcomes. The activities are directly linked to program outputs and consequently program outcomes. The paid work experience opportunities will be developed in collaboration with the

Santa Maria Chamber of Commerce and its members. The first stage in the program model involves engaging chamber members, which include local businesses and employers, and administering a Skills and Needs Mapping survey. The results of this questionnaire will be utilized to provide participants with a customized training during the Education and Training stage, which in turn will be directly linked to the type of work experience provided to the participant and future career opportunities, as part of their career pathway development.

There are three levels of job readiness services provided during three different stages of the project. Each level builds upon the other. The introduction to job readiness will be provided during the Summer Jobs Academy/Career Camp stage. The advanced job readiness and soft skills training will be covered during the Education and Training component. A final preparation will be provided during the Employment, Career Connections and Follow up stage.

Case Managers will be responsible for creating an Individual Service Strategies Plan, together with the participant, based on the participant's needs and goals by utilizing tools such as interest inventories (available in Caljobs and local county workforce system) that promote opportunities for self-exploration; career exploration, career planning, and information about postsecondary education and training, as well as labor market information, local and regional industry sector research. Case managers will have the opportunity to utilize assessments to track progress of individuals. Assessments conducted on the individual will be used to track progress of goals that are established during the Individual Service Strategies. Youth will complete an assessment (pre) at the beginning of the program and at the end (post) to track progress of their job readiness skill, in addition to math and reading utilizing CASAS assessments.

Career exploration and the use of Labor Market information, in addition to the County's and State's designated industry sectors will be utilized for the development of career pathway

objectives. LMI will be utilized initially during the case management stage of the project and during the development of the participant's ISS. Additionally, this plan will be further developed during the education and training component of the project as the participants are provided with soft and technical skills in line with career pathways. The culminating development will be completed during the Employment and career connection (final) phase of the project.

Participants will be provided with financial literacy education during the Summer Jobs Academy/Career Camp stage of the project. This training utilizes the National Endowment for Financial Education software/resources, which includes providing participants with financial education resources and financial workplace tools. The curriculum will be complemented by having local financial institutions attend the Summer Jobs Academy/Career Camp to provide participants with financial tools and information. Participants will be awarded a certificate in Financial Literacy Competency. Supportive Services include assistance in transportation, child care, dependent care, clothing, housing, referrals to medical care, linkages to community services, uniforms or work-related tools, eye glasses and protective eye gear, materials for individuals with disabilities, and needs related payments that are necessary to enable an individual to participate in activities authorized by this grant. The project proposal allows for the use of supportive services, in addition to the work and interview clothing voucher Goodwill will be providing as part of their in-kind support.

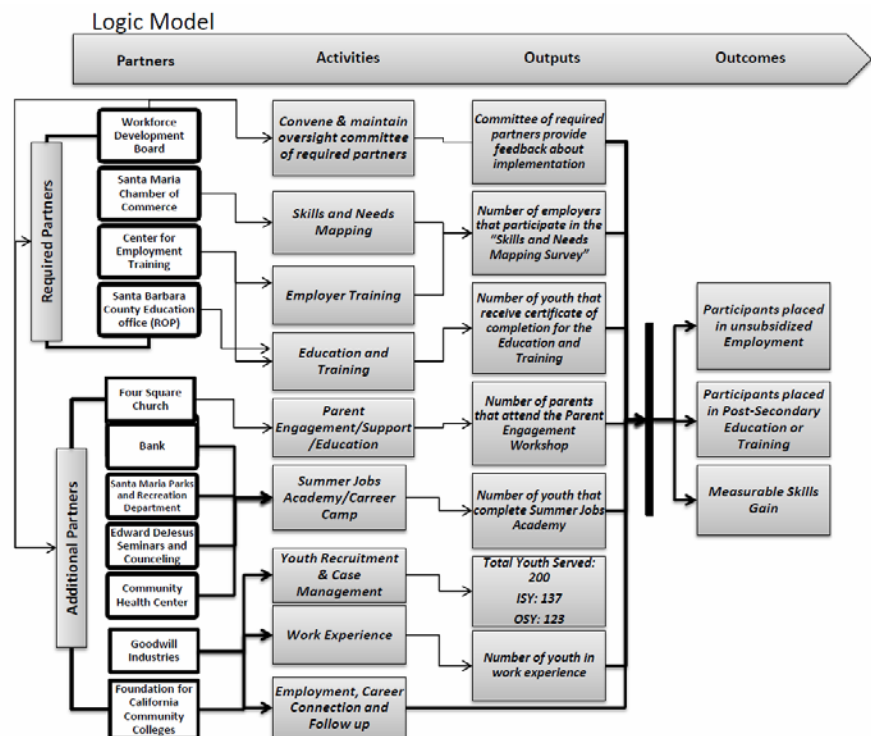
CPY grant funds will not be used to supplement existing activities supported by DOL funding. In order to guarantee this, a separate criterion for eligibility has been implemented for the proposed CPY grant project, if granted, will be used exclusively for in-school and out-of-school youth at-risk of dropping out of school or involved in the juvenile justice system or gang involved. This project is intended to target those youth that would not typically qualify for existing programs.

Additionally, all of the activities for this project, as proposed, are customized to address the high violence that is affecting the youth in the City of Santa Maria.

**(d) Partnerships:** Each of the nine committed partners, in addition to the WDB, has been identified based on the successful work they currently provide in Youth Services. Each partner will be providing a service or multiple services based on their specialty as they relate to program operations and identified elements. Each partner currently serves and has experience serving the targeted youth for this

specific project. As illustrated in the logic model, each partner will be providing activities that lead directly to a program output; furthermore, that output leads to at least one of the program outcome.

As a strategy, partners are divided into two categories: those that are providing services during the Summer Jobs Academy/Career Camp week or those providing services during the summer and beyond (including Goodwill for case management and work experience coordination, and or Center for Employment Training, who is providing the education and training component for OSY youth. Communication amongst partners will be coordinated the same way. We will employ email communication, mandated bi-monthly meetings for the summer and beyond group of partners. In



addition, a quarterly newsletter will be distributed to all program partners and community members involved in the project on updates, events and success stories.

As stated in the project design, a business engagement process will be implemented, which includes the use of a Skills Mapping/Needs assessment or survey and direct interaction with employers. This will be done by the Santa Maria Chamber of Commerce, who will directly ask the needs of employers, skills prospective employees should encompass for their workplace and if the business has the ability to hire a youth after unsubsidized paid work experience has been completed. Required Partners: County of Santa Barbara Workforce Development Board: Will oversee the project and will act as the convener of all the partners to ensure successful implementation of the program design. 2) Santa Maria Chamber of Commerce: engage employers, businesses and industry and community partners to ensure those participants' skills are in line with employer needs and that summer experience may lead to year round employment. 3) Santa Barbara Education Office, ROP: career counseling services, career awareness and career exploration, and career pathways connection to the in-school youth participants during the Education and Training component of the project. 4) Center for Employment Training: Services to the out-of-school youth during the Education and Training component, same as above, in addition to leveraged resources in the form of providing the employer training component for the project and leveraged Pell Grant awards to offset tuition cost for those who qualify.. Additional Partners: 1) Goodwill Industries of Ventura and Santa Barbara Counties: assist with youth recruitment and case management; work experience management and worksite matching and placement. They will provide employment and career connection including job readiness services. Lastly, Goodwill has committed leveraged resources which include providing interview and work clothing vouchers, discounted fees for Customer

Service Training and gift card incentives. 2. Four Square Church: Santa Maria Foursquare Church commits to provide three evening parenting classes as part of leveraged resources. 3. Santa Maria Parks & Recreation: The Santa Maria Parks & Recreation department have committed to providing a Summer Jobs Academy/Career Camp for all youth. 4. Community Health Center: Leveraged resources include providing health assessments and follow-up for participants via their mobile medical unit. Each participant will take part in community resiliency training - a mental health service. 5. Edward de Jesus Seminars & Consulting: Leadership Training and Curriculum” to all participants. In addition, to providing the MI Youth Leadership Institute as part of leveraged resources. 6. Foundation for CA Community Colleges: Employer of record for the work experience.

**4. Organizational, Administrative and Fiscal capacity:** The Workforce Development Board mission is to develop innovative workforce strategies that help businesses, individuals and industries achieve and sustain economic vitality across all communities in Santa Barbara County. The organization structure is as follows: For existing WIOA funding, the County of Santa Barbara is the Grant recipient. The County Department of Social Services is the fiscal agent and serves as the entity housing WDB staff. Experience includes: During the American Recovery and Reinvestment Act of 2009 we served over 1,000 youth running summer employment programs. For the past five years, the County of Santa Barbara and the Workforce Development Board have been operating the WIA Youth Program internally utilizing WDB staff. The program has been very successfully in meeting performance outcomes and successful in helping youth become self sufficient while building strong partnerships in the community. The WDB is currently composed of the Executive Director, Deputy Director, two Program Managers, one special projects person, three Senior Youth Program Case Managers, and two Program Support staff. These factors



provide us with a great opportunity in ensuring that new program expectations are met. The strong partnerships that we have developed through the years are essential when running a successful program.

The fiscal and administrative controls established by and for our fiscal agent are the following: California Government Code §26881 states that the Auditor-Controller "... shall prescribe, and shall exercise a general supervision over the accounting forms and the method of keeping the accounts of all offices, departments and institutions under the control of the board of supervisors..." In addition, Governmental Accounting Standards Board (GASB) Statement No. 34, Basic Financial Statements – and Management's Discussion and Analysis - for State and Local Governments requires the establishment of financial reporting policies under the entity-wide reporting model.

Once the grant funding period of-two years is completed, and, with an additional year to provide follow up services to those eligible youth as described in our Program Design, the Workforce Development Board has developed a comprehensive plan to sustain the program beyond the grant funding period, in partnership with the existing partners established for this project. *Santa Barbara Scholarship Foundation*- This foundation provides scholarships to underserved students that are in pursuit of college, graduate school and vocational school education.. Additionally, they fund youth-lead initiative. We plan to utilize CPY year one graduates to form an “Alumni Association” that can go after funds like these and can serve as mentors for future youth. *Local Banks*- Local Banks and credit unions provide year-round scholarships and sponsorships for community based programs. These sponsorships can be used to pay wages for staff or for youth needs. *Additional Grants*- As with the additional funding opportunity with the Career Pathways

for Youth grant, additional grants will be applied for as they become available to supplement additional available funding.

Data will be utilized to determine effective strategies, activities, and partnerships. An outside evaluator will be contracted in order to determine project effectiveness. The data that will be collected includes: 1) Data about youth engaged, including demographic information and source of referral - to streamline youth engagement strategies. 2) Business engagement feedback (through survey). 3) Youth activities and the completion rate and case notes to determine any obstacles in the completion of activities. 4) Performance measures/project outcomes/project outputs information.

**5 - Past Performance - Programmatic Capability**

WIA Youth Performance Measures	PY 2013 Target	PY 2013 Results	PY 2014 Target	PY 2014 Result
Placement in Employment/Education	62.0%	88.6%	68.0%	81.7%
Attain Degree/Certificate	55.0%	89.5%	64.0%	79.3%
Literacy/Numeracy Gains	52.5%	60.9%	53.5%	60.0%

**6. \*\*SEE ATTACHMENT ON ATTACHMENTS**

**7. Leveraged Resources:** Leveraged resources committed by the program partners: business engagement provided by the Santa Maria Chamber; Interview and work clothing vouchers to all youth that complete an ISS and case management services, discounted fees for Customer Service Training, and a gift card (incentive) to each youth that meets retention provided by Goodwill. One week of Summer Jobs Academy including Job Readiness Topics; Career Awareness and

Career Exploration; Mental Health and Health services; Financial Literacy training; Alcohol and Substance Abuse prevention coordinated by Santa Maria Parks and Recreation and additional partners. Parenting classes provided by Four Square Church; youth leadership tools and workshops provided by Edward Dejesus. Employer training in becoming a good mentor provided by the Center for Employment Training; Education and Training opportunities provided by Santa Barbara County Education Office.

## **Abstract**

- 1. County of Santa Barbara, Workforce Development Board**
- 2. Santa Maria Summer Jobs & Beyond: Career Pathways for Youth program**
3. The project area will be the **City of Santa Maria**. It is located in north Santa Barbara County. It is the fastest growing city in the County with a population of over 103,000 people. It is predominately an agricultural community – with low wages and low skilled jobs.
- 4. 260 youth over a 2 year period**
5. The intent of the Santa Maria Summer Jobs and Beyond Project is to serve young adults (in and out-of-school) by providing valuable services in partnership with the private and public Industry. The project will align the partners to provide these services, while creating and connecting participants to paid work experience opportunities, including summer and year-round employment opportunities and career pathways opportunities in education and employment in the identified Santa Barbara County industry sectors. Program participants outcome's will be measured by the percentage of participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains toward such a credential or employment. Performance will also be measured by the total number of participants served, ISY and OSY, total number of participants placed in unsubsidized employment and total number of participants placed in Post Secondary Education or Training.
- 6. Required Partners: 1. County of Santa Barbara Workforce Development Board (WDB). The WDB develops innovative workforce strategies that help businesses, individuals and industries achieve and sustain economic vitality. 2. Santa Maria Valley Chamber of Commerce (SMVCOC).** Its members include small businesses, corporations, associations, and

individual professionals who work diligently to better the area's business climate, forge a stronger community, and improve the quality of life. **3. Santa Barbara Education Office, ROP (SBEO ROP)** offers high-quality career technical education courses, career education, career development and workforce preparation to approximately 3,800 high school students per year in the County of Santa Barbara. . **4. Center for Employment Training (CET)** is one of the most successful training programs in the nation, CET training is designed to meet the needs of people who want to learn a skill and find a job **Additional Partners: 1. Goodwill Industries of Ventura and Santa Barbara Counties** is a private, nonprofit corporation that provides vocational and educational opportunities for people with barriers to employment to improve their work skills and enhance their economic independence .**2. Four Square Church** started with one church in Los Angeles in 1923, Foursquare has grown into a world-wide movement with over 66,000 churches in over 140 countries. **3. Santa Maria Parks & Recreation's** mission is to enrich the lives of the residents of Santa Maria through quality recreation programs and service while anticipating the changing needs of the community.**4. Community Health Centers of the Central Coast's** mission is to enhance the health status of all people with special emphasis on the medically underserved, by providing accessible, affordable & quality healthcare services. **5. Edward de Jesus Seminars & Consulting** is a leader in reaching youth and young adults with a message about the importance of education, work experience and positive lifestyles. **6. Foundation for CA Community Colleges** is a unique nonprofit organization that provides effective services and innovative solutions for the largest higher education system in the nation.

**7. Requested Funding Level:** \$2,000,000

**8. Total Cost per participant:** \$7,698.30



# SANTA BARBARA COUNTY WORKFORCE DEVELOPMENT BOARD

260 N. San Antonio Road, Suite C, Santa Barbara, California 93110-1341 ♦ Phone: (805) 681-4446 ♦ Fax: (805) 681-4674

Executive Director:  
Raymond L. McDonald

03/01/2016

Luis Servin  
Youth Program Manager  
County of Santa Barbara Workforce Development Board  
260 N. Santa Antonio Road #C  
Santa Barbara, CA 93101

Re: Partnership on Summer Jobs and Beyond: Career Pathways for Youth (CPY)

Dear Mr. Servin:

I am pleased to extend my support and that of the County of Santa Barbara Workforce Development Board as a required partner, representing the existing summer program and WIOA Youth year-found program, for the Summer Jobs and Beyond: Career Pathways for Youth (CPY) Initiative.

County of Santa Barbara Workforce Development Board is committed to develop innovative workforce strategies that help businesses, individuals and industries achieve and sustain economic vitality. The WDB will provide services aligned with our mission statement. The specific services that we can provide for the Jobs and Beyond: Career Pathways for Youth (CPY) Initiative include but are not limited to overall project facilitation and oversight; convening and coordinating required and additional partners in the delivery of services to ensure project's goals and objectives are met.

We look forward to this opportunity to strengthen our continued collaboration and support this grant proposal to improve outcomes for underserved, low income and academically challenged youth in the City of Santa Maria, CA.

Thank you for your consideration

Sincerely,

**Raymond McDonald**  
Executive Director

**Santa Barbara County Workforce Development Board**





**SMVCC**  
Santa Maria Valley  
Chamber of Commerce  
Visitor & Convention Bureau

614 S Broadway · Santa Maria, CA · 93454  
Telephone: 805.925.2403  
[www.santamaria.com](http://www.santamaria.com)

March 8, 2016

Luis Servin  
Youth Program Manager  
County of Santa Barbara Workforce Development Board  
260 N. Santa Antonio Road #C  
Santa Barbara, CA 93101

Re: Partnership on Summer Jobs and Beyond: Career Pathways for Youth (CPY)

Dear Mr. Servin:

I am pleased to extend my support and that of Santa Maria Valley Chamber of Commerce for the Summer Jobs and Beyond: Career Pathways for Youth (CPY) Initiative. Santa Maria Valley Chamber of Commerce commits to partnering with the Santa Barbara County Workforce Development Board to assist in the implantation of this project.

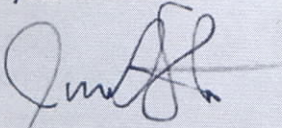
Santa Maria Valley Chamber of Commerce will provide services aligned with our mission statement. The specific services that we can provide for the Jobs and Beyond: Career Pathways for Youth (CPY) Initiative include but are not limited to engaging employers, businesses and industry and community partners to ensure that participants' skills are in line with employer needs and that summer experience may lead to year-round employment.

Santa Maria Valley Chamber of Commerce commit our resources to serve the goals of this project for the purposes of this grant proposal, Summer Jobs and Beyond: Career Pathways for Youth (CPY), to provide targeted communication to business owners and employers, as part of the leveraged resources.

We look forward to this opportunity to strengthen our continued collaboration and support this grant proposal to improve outcomes for underserved, low income and academically challenged youth in the City of Santa Maria, CA.

Thank you for your consideration.

Sincerely,

  
Justin Stoner  
Direction, Economic Development  
Santa Maria Valley Chamber of Commerce

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**Business Advocacy & Services · Tourism · Economic Development**

*Promote a Strong Local Economy · Promote the Community · Represent Business Interests · Build Business Relationships*





## Center for Employment Training

Santa Maria Center

509 W. Madison Ave., Santa Maria, CA 93458 (805) 928-1737 Fax: (805) 928-1203

Youth Program Manager  
County of Santa Barbara Workforce Development Board  
260 N. Santa Antonio Road #C  
Santa Barbara, CA 93101

Re: Partnership on Summer Jobs and Beyond: Career Pathways for Youth (CPY)

Dear Mr. Servin:

I am pleased to extend my support and that of *Center for Employment Training* for the Summer Jobs and Beyond: Career Pathways for Youth (CPY) Initiative. *Center for Employment Training* commits to partnering with the Santa Barbara County Workforce Development Board to assist in the implementation of this project.

### **Agency Information and Background**

*Center for Employment Training* Santa Maria has been training and placing its students in good paying jobs since 1978. Currently it occupies approximately 20,000 square feet of classrooms, labs and offices at its modern facility located Center for Employment Training in central Santa Maria. We offer training in four in-demand skills:

- Business Office Technology
- Green Building Construction Skills
- Medical Assistant
- Truck Driver

The Green Building Construction Skills program has a workshop area, a separate classroom, and the capacity to use outdoor areas adjacent to the building. The Business Office Technology program occupies one classroom, which is set up for data entry and computer skills training. The Medical Assistant program occupies three spaces: one for traditional classroom activities and two for front and back office simulation activities. A separate classroom is devoted to the English as a Second Language program. The Truck Driver program occupies one classroom for theory: basic operation, safe operating procedures, advance operating procedures and offsite training on: vehicle inspection, non-vehicle activities and State License preparation.

A unique feature of our open-entry program is that it allows you to be trained and job ready in as little as six months. CET's flexible approach to job training is hands-on, highly individualized and self-paced. It includes life skills instruction, workplace simulation, human development, supportive services and job placement assistance. At CET Santa Maria we are also proud to be a Veteran approved training provider.

*Center for Employment Training* will provide services aligned with our mission statement. The specific services that we can provide for the Jobs and Beyond: Career Pathways for Youth (CPY) Initiative include but are not limited to: ***Education and Training: offer education and training opportunities that develop skills leading into career pathways.***



*Center for Employment Training will service 25 at-risk out-of-school youth at a cost of \$300 per student and will provide the following Education and Training Services:*

- Offering career counseling services, including providing information about resume preparation, interview skills, and long-term benefits of postsecondary education and training (e.g. increased earning power and career mobility).
- Providing career development services, such as career exploration and awareness activities and tools, and occupational information based on local labor market conditions
- Connection with state and local career pathways efforts that work to develop clear sequences of education and training that span secondary and postsecondary education for *at-risk OSY* and provide onramps that lead to industry-recognized credentials and in-demand, well-paying jobs in high-growth sectors

*Center for Employment Training* commit our resources to serve the goals of this project for the purpose of this grant proposal, Summer Jobs and Beyond: Career Pathways for Youth (CPY), to provide **Employer Training Services**, working directly with local employers to ensure a successful transition of youth from academy and other pre-employment training services into the workforce as part of the-leveraged resources. These resources have an estimated value amount of \$1200 that will support the program implementation and goals.

Additionally, for *out-of-school* youth who can benefit from enrollment into Post-Secondary training at CET after completion of all work experience activities, CET will leverage Pell grant awards to offset tuition costs for those who qualify. For 10 to 15 enrollments, CET will leverage an average of \$52,000 to \$78,000 in Pell leveraged funds.

We look forward to this opportunity to strengthen our continued collaboration and support this grant proposal to improve outcomes for underserved, low income and academically challenged youth in the City of Santa Maria, CA.

Thank you for your consideration

Sincerely,

  
Mr. Gabriel Morales

Center Director

Center for Employment Training





## Santa Barbara County Education Office

Regional Occupational Program/Career Technical Education (ROP/CTE)

4892 Bethany Lane, Santa Maria, CA 93455

(805) 937-8427 • FAX: (805) 937-7489

March 17, 2016

Luis Servin  
Youth Program Manager  
County of Santa Barbara Workforce Development Board  
260 N. Santa Antonio Road #C  
Santa Barbara, CA 93101

Re: Partnership on Summer Jobs and Beyond: Career Pathways for Youth (CPY)

Dear Mr. Servin:

I am pleased to extend my support and that of the Santa Barbara County Education Office (SBCEO), Regional Occupation Program (ROP) for the Summer Jobs and Beyond: Career Pathways for Youth (CPY) Initiative. SBCEO ROP commits to partnering with the Santa Barbara County Workforce Development Board to assist in the implementation of this project.

The Regional Occupation Program is a part of the Educational Services Division at the Santa Barbara County Education Office. The SBCEO ROP mission statement is to provide high quality career technical education, career development and workforce preparation to the youth of Santa Barbara County.

SBCEO ROP will provide services aligned with our mission statement. The specific services that we can provide the Summer Jobs and Beyond: Career Pathways for Youth Initiative (CPY) include but are not limited to the following: offering career counseling services, such as resume preparation, and interview skills. Providing career development services such as interest inventories, career exploration and awareness activities based on local labor market conditions. Developing a clear sequence of education and training opportunities that lead into career pathways. These career pathways would provide them with a clear sequence of education and training that spans secondary and postsecondary education and that will lead them to industry-recognized credentials for in-demand, well-paying jobs. These resource have an estimated value amount of **\$6,800** that will support the program implementation and goals. Additionally SBCEO ROP is willing to be the employer of record for the in-school portion of the students in the Youth Initiative.

We look forward to this opportunity to strengthen our continued collaboration and support this grant proposal to improve outcomes for underserved, low income and academically challenged youth in the City of Santa Maria, California. Thank you for your consideration.

Sincerely,

Tony Bauer, Director  
Santa Barbara County Education Office ROP/CTE  
Regional Occupational Program  
Career Technical Education

Main Office



# *Santa Maria* FOURSQUARE CHURCH

March 8, 2016

Luis Servin  
Youth Program Manager  
County of Santa Barbara Workforce Development Board  
260 N. Santa Antonio Road #C  
Santa Barbara. CA 93101

Re: Partnership on Summer Jobs and Beyond: Career Pathways for Youth (CPY)

Dear Mr. Servin:

I am pleased to extend my support and that of Santa Maria Foursquare Church for the Summer Jobs and Beyond: Career Pathways for Youth (CPY) Initiative. Santa Maria Foursquare Church commits to partnering with the Santa Barbara County Workforce Development Board to assist in the implantation of this project.

Santa Maria Foursquare Church was chartered in 1927 and has always had a mission to reach the young, so are excited to be able to provide services aligned with our mission statement. The specific services that we can provide for the Jobs and Beyond: Career Pathways for Youth (CPY) Initiative include but are not limited to parenting classes for the parents of the youth participants.

Santa Maria Foursquare Church commits our resources to serve the goals of this project for the purposes of this grant proposal, Summer Jobs and Beyond: Career Pathways for Youth (CPY), and to provide three evening parenting classes, June-August 2016, as part of the leveraged resources. These resources have an estimated value amount of \$1,800 that will support the program implementation and goals.

We look forward to this opportunity to strengthen our continued collaboration and support this grant proposal to improve outcomes for underserved, low income and academically challenged youth in the City of Santa Maria, CA.

Thank you for your consideration

Sincerely,



Tim Mossholder  
Lead Pastor



CITY OF SANTA MARIA  
RECREATION & PARKS DEPARTMENT

615 S. McCLELLAND ST. • SANTA MARIA, CALIFORNIA 93454-5154 • 805-925-0951, EXT. 260 • FAX 805-925-4508

March 11, 2016

Luis Servin  
Youth Program Manager  
County of Santa Barbara Workforce Development Board  
260 N. Santa Antonio Road #C  
Santa Barbara, CA 93101

Re: Partnership on Summer Jobs and Beyond: Career Pathways for Youth (CPY)

Dear Mr. Servin,

I am pleased to extend my support and that of the City of Santa Maria Recreation and Parks Department for the Summer Jobs and Beyond: Career Pathways for Youth (CPY) Initiative. The Recreation and Parks Department commits to partnering with the Santa Barbara County Workforce Development Board to assist in the implementation of this project.

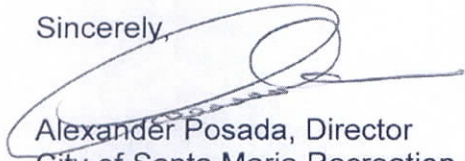
The City of Santa Maria Recreation and Parks Department has a long history of providing youth employment programs for teens at the Abel Maldonado Community Youth Center. For seven years, the City was also the recipient of Workforce Investment Act (WIA) funding to serve both in-school and out-of-school youth by offering them free job skills training, leadership classes and supportive services to help them complete high school and explore the possibility of pursuing a trade or a college education. The specific services that we can provide for the Jobs and Beyond: Career Pathways for Youth (CPY) Initiative include (but are not limited to) the planning and oversight of two, on-week Career Camps for high school age teens.

The recreation and Parks Department commits our resources to serve the goals of this project for the purposes of this grant proposal, Summer Jobs and Beyond: Career Pathways for Youth (CPY), to provide at no charge the facility rental for Career Camps, personnel costs to organize and implement Career Camps, and the use of our job training video library as part of the leveraged resources. These resources have an estimated value amount of \$6,000 of in-kind services that will support the program implementation and goals.



We look forward to this opportunity to strengthen our continued collaboration and support this grant proposal to improve outcomes for underserved, low income and academically challenged youth in the City of Santa Maria. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alexander Posada', with a large, stylized flourish above the name.

Alexander Posada, Director  
City of Santa Maria Recreation and Parks Department



20405 Studio Place • Montgomery Village, MD 20886 • (202) 780-5053 • www.edwarddejesus.com

03/01/2016

Luis Servin  
Youth Program Manager  
County of Santa Barbara Workforce Development Board  
260 N. Santa Antonio Road #C  
Santa Barbara, CA 93101

Re: Partnership on Summer Jobs and Beyond: Career Pathways for Youth (CPY)

Dear Mr. Servin:

I am delighted to extend my support and that of EDSC for the Summer Jobs and Beyond: Career Pathways for Youth (CPY) Initiative. EDSC commits to partnering with the Santa Barbara County Workforce Development Board to assist in the implementation of this project.

EDSC is a leader in reaching youth and young adults with a message about the importance of education, work experience and positive lifestyles. EDSC will provide services aligned with our mission statement. The specific services that we can provide for the Jobs and Beyond: Career Pathways for Youth (CPY) Initiative include but are not limited:

-The MAKiN iT Youth Leadership Training and Curriculum  
A 6 hour program aimed at helping youth discover the barriers to educational and workforce success and giving them the tools to address these barriers.

EDSC commit our resources to serve the goals of this project for the purposes of this grant proposal, Summer Jobs and Beyond: Career Pathways for Youth (CPY), to provide the MI Youth Leadership Institute, as part of the leveraged resources. These resource have an estimated value amount of 15,000 that will support the program implementation and goals.

We look forward to this opportunity to strengthen our continued collaboration and support this grant proposal to improve outcomes for underserved, low income and academically challenged youth in the City of Santa Maria, CA.

Thank you for your consideration

Sincerely,

Edward DeJesus  
President





## Community Health Centers

03/10/2016

Luis Servin  
Youth Program Manager  
County of Santa Barbara Workforce Development Board  
260 N. Santa Antonio Road #C  
Santa Barbara, CA 93101

Re: Partnership on Summer Jobs and Beyond: Career Pathways for Youth (CPY)

Dear Mr. Servin:

I am pleased to extend my support and that of Community Health Centers of the Central Coast (CHC) for the Summer Jobs and Beyond: Career Pathways for Youth (CPY) Initiative. CHC commits to partnering with the Santa Barbara County Workforce Development Board to assist in the implantation of this project.

Community Health Centers of the Central Coast is a 501(c)(3) non-profit network of community health centers serving the residents of California's Central Coast. CHC's mission is to enhance the health status of all people in the Central Coast of California, with special emphasis on the medically underserved, by providing accessible, affordable, comprehensive & quality healthcare services, through well trained professional staff, in strategically located health centers. CHC will provide services aligned with our mission statement. The specific services that we can provide for the Jobs and Beyond: Career Pathways for Youth (CPY) Initiative include but are not limited to providing health assessments and follow-up for participants via our mobile medical unit. In addition, each participant will take part in community resiliency training with CHC's behavioral health team.

The Community Resiliency Model™ (CRM) of the Trauma Resource Institute trains community members to not only help themselves but to help others within their wider social network. The primary focus of this skills-based, stabilization program is to re-set the natural balance of the nervous system. CRM skills help individuals understand their nervous system and learn to read sensations connected to their own well-being, which CRM calls the "Resilient Zone". CRM's goal is to help to create "trauma-informed" and "resiliency-focused" communities that share a common understanding of the impact of trauma and chronic stress on the nervous system and how resiliency can be restored or increased using this skills-based approach.





## Community Health Centers

CRM has largely been used with individuals and communities, marginalized either by economic challenges, ethnicity, natural and human-made disasters. Applying CRM proactively with an entire community or neighborhood that is chronically stressed can alleviate the symptoms of chronic stress placing the community and its members in a better position to change their situation by increasing their resiliency. There is a substantial and growing evidence base for the efficacy of CRM in reducing anxiety, depression, somatic symptoms and hostility indicators (State of California, Mental Health Act, CRM Innovation Project, 2013). CRM is research informed and further developing its evidence.

### Goals of CRM™

- To learn simple biologically based skills, based upon current neuroscience, to help individuals get back into balance in body, mind and spirit.
- To educate about common reactions resulting from individual or communal traumas/stresses such as poverty, racism and family violence.
- To reduce common human reactions related to stressful/traumatic experiences.
- To shift perceptions that reactions are biological rather than mental weakness in order to reduce shame and increase hope.
- To encourage individuals to integrate wellness skills into their daily life.

CHC commits our resources to serve the goals of this project for the purposes of this grant proposal, Summer Jobs and Beyond: Career Pathways for Youth (CPY), to provide the aforementioned health and behavioral health services as part of the leveraged resources. These resource have an estimated value amount of \$13,500 (week long training and facilitating and mobile health services) that will support the program implementation and goals.

We look forward to this opportunity to strengthen our continued collaboration and support this grant proposal to improve outcomes for underserved, low income and academically challenged youth in the City of Santa Maria, CA.

Thank you for your consideration

Sincerely,

A handwritten signature in black ink, appearing to read 'Ronald E. Castle', written over a horizontal line.

**Ronald E. Castle**  
**Chief Executive Officer**  
**Community Health Centers of the Central Coast**





03/14/2016

Luis Servin  
Youth Program Manager  
County of Santa Barbara Workforce Development Board  
260 N. Santa Antonio Road #C  
Santa Barbara, CA 93101

Re: Partnership on Summer Jobs and Beyond: Career Pathways for Youth (CPY)

Dear Mr. Servin:

I am pleased to extend my support and that of Goodwill Industries of Ventura and Santa Barbara Counties, Inc., for the Summer Jobs and Beyond: Career Pathways for Youth (CPY) Initiative. Goodwill Industries of Ventura and Santa Barbara Counties, Inc. commits to partnering with the Santa Barbara County Workforce Development Board to assist in the implementation of this project.

Goodwill Industries of Ventura and Santa Barbara Counties (GWI), is a not for profit 403(c) corporation. GWI provides employment services to individuals with barriers. GWI has worked with the Workforce Development Board on many projects, to include training and employment preparation for At-Risk Youth. GWI served over 5000 individuals last year and assisted over 2000 clients in obtaining employment. Goodwill Industries of Ventura and Santa Barbara Counties, Inc. will provide services aligned with our mission statement. The specific services that we can provide for the Jobs and Beyond: Career Pathways for Youth (CPY) Initiative include but are not limited to:

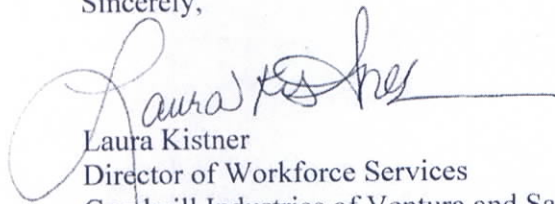
- 1.) Youth Recruitment and Case Management
  - A.) Individual Service Strategy
  - B.) Supportive Services
  - C.) Case Management
  
- 2.) Work Experience Management/Worksite Matching and Placement
  
- 3.) Employment and Career Connection
  - A.) Job Readiness
  - B.) Job Finding Assistance
  - C.) Career Exploration

Goodwill Industries of Ventura and Santa Barbara Counties, Inc., commit our resources to serve the goals of this project for the purposes of this grant proposal, Summer Jobs and Beyond: Career Pathways for Youth (CPY), to provide Interview and Work Clothing vouchers to all youth that complete an ISS and case management services, discounted fees for Customer Service Training, and a gift card(incentive) to each youth that meets retention, milestone to be determined, as part of the leveraged resources. These resources have an estimated value amount of **\$30,000.00** that will support the program implementation and goals.

We look forward to this opportunity to strengthen our continued collaboration and support this grant proposal to improve outcomes for underserved, low income and academically challenged youth in the City of Santa Maria, CA.

Thank you for your consideration

Sincerely,

A handwritten signature in cursive script that reads "Laura Kistner". The signature is written in black ink and is positioned above the printed name and title.

Laura Kistner  
Director of Workforce Services  
Goodwill Industries of Ventura and Santa Barbara Counties, Inc.





FOUNDATION for CALIFORNIA  
COMMUNITY COLLEGES

*Benefiting, Supporting, and Enhancing  
the California Community Colleges*

1102 Q Street, Suite 4800  
Sacramento, California 95811-6549  
Toll-Free Telephone: 866.325.3222  
Facsimile: 916.325.0844

[www.foundationccc.org](http://www.foundationccc.org)

03/15/2016

Luis Servin  
Youth Program Manager  
County of Santa Barbara Workforce Development Board  
260 N. Santa Antonio Road #C  
Santa Barbara, CA 93101

Re: Partnership on Summer Jobs and Beyond: Career Pathways for Youth (CPY)

Dear Mr. Servin:

I am pleased to extend my support and that of the Foundation for California Community Colleges for the Summer Jobs and Beyond: Career Pathways for Youth (CPY) Initiative. The Foundation commits to partnering with the Santa Barbara County Workforce Development Board to assist in the implementation of this project.

As the official foundation of the California Community Colleges' Board of Governors and Chancellor's Office, the Foundation is a unique 501(c)(3) nonprofit organization that provides effective services and innovative solutions for the largest higher education system in the nation. Foundation programs reach all 113 California Community Colleges and 72 districts, and are designed to benefit students, colleges, college foundations, and the system as a whole, helping to improve higher education opportunities throughout the state. The Foundation will provide services aligned with our mission statement. The specific services that we can provide for the Jobs and Beyond: Career Pathways for Youth (CPY) Initiative include but are not limited to providing employer of record services for participants in the CY Initiative

We look forward to this opportunity to strengthen our continued collaboration and support this grant proposal to improve outcomes for underserved, low income and academically challenged youth in the City of Santa Maria, CA.

Thank you for your consideration

Sincerely,

Tim Aldinger  
Director of Workforce Development Services  
Foundation for California Community Colleges