

Workforce Development Board (WDB) Meeting Agenda

Wednesday, May 11, 2016 – 1:15 – 2:45 p.m.

Location 631 S. Orchard Avenue, Ukiah, CA – Mendocino Room

Teleconference Location CIMC Central Office 738 North Market Blvd. Sacramento, CA 95834

The WDB meets concurrently as the Comprehensive Economic Development Strategy Committee - CEDS

AGENDA ITEMS:	Time	Outcome
1. Call to Order and Introductions	5	<i>Action by Chair</i>
2. Review and approve agenda	1	<i>Action</i>
3. Disclosure – Any financial interest (assets, contracts, income etc.) of WDB members which may be materially affected by actions or discussion on this agenda should be disclosed at this time and members should leave the room prior to any discussion of the item and return after the discussion has ended and/or action has been taken.	3	<i>Action</i>
4. Opportunity for Public Comment for items not on the agenda for which no action may be taken.	3	<i>Information</i>
5. <u>Approve Minutes of Minutes:</u>		
a) Approve Workforce Development Board (WDB) Meeting Minutes of March 9, 2016 Attachment	5	<i>Action</i>
b) Review Executive Committee Minutes of ***** Attachment		
c) Review Executive Committee Meeting Minutes of April 13, 2016 Attachment		
d) Review Youth Committee Meeting Minutes of February 1, 2016 Attachment		
e) Review Youth Committee Meeting Minutes of March 7, 2016 Attachment		
6. New members read their Affiliations and/or Conflicts of Interest into the record	3	<i>Information</i>
7. Consent Calendar Items	15	<i>Info/Action</i>
General:		
a) Receive Mendocino Private Industry Council (MPIC) 3 rd Quarter Expenses PY2015-2016 Attachment		
b) MPIC 3 rd Quarter Professional Services Expenses Attachment		
c) Receive Redwood Community Services (RCS) 3 rd Quarter Expenses PY2015-2016 Attachment		
d) WIOA Administrative Unit 3 rd Quarter Expenses PY2015-2016 Attachment		
e) Approve Michaela Barlow Youth Committee Application Attachment		
f) Approve WIOA Master Subgrant Agreement, PY2016-17 Attachment		
g) Approval of Application for Local Area Recertification Attachment		
8. <u>WIOA Quarterly Program Service Provider Reports:</u>		
a) RCS WIOA 3 rd Quarter Youth Program Services Report Attachment	10	<i>Info/Disc</i>
b) MPIC WIOA 3 rd Quarter Adult, Dislocated Worker, and Rapid Response Services Report Attachment		
9. Review of number of participants enrolled (served) in WIOA programs and cost per participant (Handout)	15	<i>Information</i>
10. Consideration of Request from MPIC to close the Fort Bragg One-Stop Office Closure – Attachment	20	<i>Action</i>
11. Discussion and Possible Action Regarding Contractors Progress Towards the Training Expenditure Requirement		
12. Approve Mendocino Private Industry Council WIOA Adult, Dislocated Worker and Rapid Response Program Services Contract Attachment	15	<i>Action</i>
13. Approve Redwood Community Services WIOA Youth Program Services Contract (Handout)	10	<i>Action</i>
14. Approve Issuance of Letter of Support Requested by Mendocino Private Industry Council for the Expanded Subsidized Employment Program (ESE). Attachment	5	<i>Action</i>
15. Approve PY2015-16 Calendar of Schedule of Workforce Development Board Meetings Attachment	2	<i>Action</i>
16. Nominations process for the Election of Officers for PY2016-17	5	<i>Action</i>

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| 17. | Approve Amendments to Local Elected Official (LEO) Agreement Updated to Reflect Changes Under WIOA
Attachment | 15 | <i>Info/Action</i> |
| 18. | WDB Staff Reports: | 10 | <i>Action</i> |
| | a) Progress on Memorandum of Understanding (MOU) Development with One-Stop Partners | | |
| | b) Northern California Career Pathways Alliance (NCCPA) Youth Employment Symposium | | |
| | c) Update on Slingshot Grant | | |
| | d) Adult/Dislocated Worker Training Expenditures Attachment | | |
| | e) Sonoma Mendocino Economic Development District Comprehensive Economic Development Strategy (CEDDS) Public Workshop Attachment | | |
| | f) Current Status on Workforce Development Activities | | |
| | g) Form 700's | | |
| | h) WIOA Training /Transition <i>ad hoc</i> committees | | |
| | i) Staffing Updates | | |
| 19 | | 5 | <i>Action</i> |
| 20. | Member to Member Announcements "Tip Club" | 20 | <i>Information</i> |
| 21. | Adjourn | | <i>Action</i> |



Meeting Minutes- DRAFT

Date: February 1, 2016

Location: 631 S. Orchard Ave. Ukiah, Ca 95482

Teleconference From: 208 Dana St. Fort Bragg, Ca 95437

Time: 3:00 p.m. – 5:00 p.m.

Members Present in Ukiah: Tanja Ramming **Member Present in Fort Bragg:** Laura Welter

Members Absent: Michaela Barlow, Joanna Olson, Carol Barrett, Randy Colson, Alese Jenkins, Zhana Ortiz, Tom Woodhouse

Staff Present: Debra Holmes, Kristen Lawson, and Caroline Clemons

Guests Present: Jack Wann, Kristina Lewis, Mary Tindall, Carly Blundell, and Sharon Govern

1. **Call to Order** – Meeting was called to order at 3:05 pm by Kristen Lawson. Quorum was not met, and therefore the meeting was carried out as informational with discussion.
2. **Review / Approve Agenda** – Agenda could not be reviewed or approved due to lack of quorum. No action was taken.
3. **Welcome New Members** – Tanja Ramming is introduced and welcomed as the committee's newest member.
4. **Review / Approve Minutes of November 10, 2015** – Minutes could not be reviewed or approved due to lack of quorum. No action was taken.
5. **Review / Approve Minutes of January 4, 2016** – Minutes could not be reviewed or approved due to lack of quorum. No action was taken.
6. **Receive Workforce Development Board Youth Sub-Committee (formerly known as Youth Council) Application for Current Members** – Applications could not be formally received due to lack of quorum. No action was taken.
7. **Committee Recommendations Regarding the Northern California Career Pathways Grant (NCCPA) Youth Sub-Committee Business Symposium** – Kristen opened the discussion by explaining the intended results and content of the symposium – namely, that information will be shared between youth and employers regarding what each group needs and expects from the other in order to improve youth employment opportunities within the county. Kristen further explained that the symposium's youth panel will consist of one youth from each participating program, with a suggested maximum membership of five youth. Redwood Community Services (RCS), Workability, and CalWorks were named as potential participant programs. The Youth Committee was stated to have first pick of who participates on the youth panel.

In response to an inquiry by Kristina Lewis, in attendance as Member Carol Barrett's substitute and a new member applicant, as to how employers would be selected to participate in the symposium, Kristen went on to outline the types of businesses most likely to be invited to participate in the symposium by outlining Mendocino County's career pathways (agriculture, patient care, hospitality/tourism, and information and communication technologies) and indicating that businesses which fell into one or more of these categories would be among the most sought-after for the employer panel.

Kristen further explained that during the symposium, the youth panel would first have the chance to provide their experiences as employees who have participated in the various workforce programs in Mendocino County. After the youth panel spoke and had an opportunity to engage with the employers, the groups would be split up so that focus interviews could be conducted for each group on its own. This will be done in order to identify the needs of employers and youth, which will be reported back to the NCCPA and will assist in building better career pathways.

Mary Tindall, in attendance as Member Joanna Olsen's substitute, inquired as to the intended date of the symposium. Jack Wann, substituting for Member Michaela Barlow, seconded this query. Kristen Lawson responded that the symposium did not at that time have a concrete date, but was planned for the end of March 2016 or beginning of April 2016. Mary suggested avoiding a date that falls near the Easter weekend in order to ensure greater attendance by scheduling before or after the holiday travel season.

Member Tanja Ramming made multiple inquiries in order to further clarify for all in attendance the purpose of the symposium; the purpose of separating the youth panel and attending employers to conduct focus interviews with each group; and which types of businesses will be specifically targeted for participation in the symposium .

Kristen encouraged both Tanja and Kristina to invite youth they have worked with to sit on the symposium's youth panel, and urged them to especially seek out individuals who are able to speak in front of an audience, who can maintain a mutually respectful dialogue with the employers, and will be able to accept feedback from the employers, if given.

Further discussion was then held regarding potential youth services programs and employers who could be recruited to attend the symposium. During the discussion, Kristen posed the question of potential recruitment of youth from Juvenile Probation. Jack confirmed that as a Deputy Probation Officer for Juvenile Probation, this was a possibility. Likewise, Grocery Outlet was suggested by multiple members as an excellent employer to look into inviting, with its success in the youth employment field cited as making the employer a valuable asset for both the symposium, and as an ally to the Youth Committee.

Tanja then asked about ways by which youth could be enticed to participate in the symposium. Jack added to this an inquiry concerning whether or not the symposium could count as work experience or community service for participating youth. After some discussion, it was ultimately decided that any and all incentives and experience awarded for participating in the symposium would depend upon each program that chooses to send a participating youth. Kristen did add that the Workforce Development Board would likely provide a letter or form of verification that the youth participated in the symposium.

8. Committee Discussions and Recommendations Regarding Youth Committee Composition – Kristen opened discussion concerning the state of the Youth Committee's membership by citing the lack of time certain/current members have to devote to meeting attendance and emphasizing the need for both participants who are able to attend meetings on a regular basis, as well as members from the youth community.

Member Michaela Barlow's status was discussed, with her inability to frequently attend meetings cited as an obstacle. Jack Wann suggested that he and Michaela split Michaela's seat on the committee; however, Kristen Lawson explained that splitting a seat on the committee was not an option, as each member is counted as an individual seat on the committee and would cause issues with quorums, but that the committee would be glad to have both Michaela and Jack on the committee. Jack stated that he would speak to Michaela and decide who will represent Juvenile Probation on the committee and get in touch with Kristen.

The discussion moved on to groups not currently represented on the committee who may be eligible and/or interested in joining. Kristina Lewis suggested contacting the Department of Rehabilitation with an invitation. Tanja Ramming offered to pose an invitation to several of her fellow teachers and counselors.

Kristen stressed the importance of also reaching out to youth who are interested in the process or who have received, or are still receiving youth services, citing Member Zhana Ortiz' performance on the committee as an ideal example of youth participation. To this end, she asked Tanja and Laura to estimate the youngest age range of the people assisted by their respective services. Tanja estimated her youngest to range between the age of fifteen and sixteen years; Laura was unable to give an age range, as she mostly assists the whole family.

9. Adjourn – With nothing further to discuss, Kristen Lawson adjourned the meeting at 4:13 pm.

Workforce Development Board (WDB) Meeting Minutes DRAFT
Wednesday, March 9, 2016
Location 631 S. Orchard Avenue, Ukiah, CA – Mendocino Room

The WDB meets concurrently as the Comprehensive Economic Development Strategy Committee - CEDS

Members Present: Dennis Aseltyne, Steve Hixenbaugh, Pam Jensen, John Kuhry, Pamela Patterson, Terry Poplawski, Robyn Stalcup, Lisa Epstein

Members Absent: Patty Bruder, Jack Buckhorn, Paul Castro, Eric Cooper, Tom Woodhouse

Staff Present: Kristen Lawson, Mike Parkinson, Caroline Clemons

Guests Present: Crystal M, Candy De Los Santos, Heather Gurewitz, Debbi Parcell, Sharon Govern, Carly Blundell, Tim Reynaga

1. **Call to Order and Introductions** – Chair John Kuhry called the meeting to order at 1:28 pm, at which time all present members, staff, and guests introduced themselves and briefly explained their affiliations outside of the WDB for the benefit of those present who were new to the board or proceedings.
2. **Review and approve agenda** – Item was skipped; the meeting proceeded without approval of the agenda.
3. **Disclosure** – Any financial interest (assets, contracts, income etc.) of WDB members which may be materially affected by actions or discussion on this agenda should be disclosed at this time and members should leave the room prior to any discussion of the item and return after the discussion has ended and/or action has been taken.

No members offered any disclosure at this time.

4. **Guest Speaker- Workforce Innovation and Opportunities Act (WIOA) Youth Participant's Experience** – Crystal M. was invited to speak prior to the Call to Order. Crystal is a youth participant with the Redwood Community Services (RCS) WIOA program, and had been invited to speak to the board about her experience with the program and how it has affected her career and education path. During her presentation, Crystal briefly outlined the tutoring she received while in the program, stating that when she entered the program and took the Test of Adult Basic Education (TABE), she was determined to be basic skills deficient and was able to improve her scores to satisfactory or better across the board through the aid of her RCS tutors. She further stated that the study skills and knowledge she gained through this program continued to help her in her college education.

Crystal described her experience with participating in the RCS training "Bring Your A-Game" which helped her when applying and interviewing for jobs. She also outlined her experience with RCS staff that provided her with mentoring, resume assistance, and interview preparation by way of mock interviews. She obtained a certificate of completion for her time spent with RCS which had given her something to add to her resume to show potential employers that she was willing to put time and effort into her work. She further stated that her time with RCS had given her a great deal of insight into the mindset of employers, which she cited as being extremely valuable information when job hunting.

Crystal then described how her work experience training as clerical support at the courthouse through Northern California Legal Services, and as a customer service representative at RCS, was helping her learn more about what goes into having a job and bills to look after herself. She mentioned that this was especially crucial now that the expiration of her benefits through the foster care program was rapidly approaching. She added that her RCS mentors were extremely helpful in getting supplies, putting together outfits, and mentally preparing her for job interviews. She stated that with this help she was able to perform excellently during multiple job interviews.

Lastly, she outlined the challenges and benefits of her current situation, wherein she works two part-time jobs and goes to college full-time. Despite the challenges presented in travelling between her different obligations and the stress that comes with her busy schedule and growing need to be able to support herself without government benefits, Crystal called the opportunity a blessing and was extremely pleased with all she had learned and achieved.

Following Crystal's presentation, members of the committee were invited to ask additional questions regarding her experience. Member Steve Hixenbaugh asked how Crystal had originally learned about the assistance and tutoring offered by the WIOA program, to which Crystal replied that she had already been involved with RCS for some time before its previous director had let her know about the different work placement and education programs offered by the WIOA program. She added that the services are offered and advertised to everyone who comes to the Arbor Youth Center. Member Pamela Patterson then asked what had motivated Crystal to pursue and succeed in the program, to which Crystal responded that although she had initially joined the program for something to do, she now felt motivated by her

increasing understanding of how difficult it could be to provide for herself without the government-provided assistance she had received as a foster child. She simplified this by stating that her primary motivations at this point in time were her financial needs and obligations.

Having completed her presentation and with no further questions to answer, Crystal stepped down and the meeting was called to order.

5. **Approve Minutes of Previous Meetings** – Minutes were approved with a motion by Member Pamela Patterson, seconded by Member Terry Poplawski, and unanimously approved by the board.
 - a) **Special Executive Committee Meeting Minutes of November 30, 2015**
 - b) **Youth Committee Meeting Minutes of November 10, 2015 and January 4, 2016**
 - c) **Workforce Development Board Minutes of January 13, 2016**
6. **Opportunity for Public Comment for items not on the agenda for which no action may be taken** – Chair John Kuhry invited all present guests to offer any public comment they may have at this time. No public comment was given and the meeting moved on to the next item.
7. **New members read their Affiliations and/or Conflicts of Interest into the record** – Members Robyn Stalcup and Lisa Epstein were invited to read their affiliations and/or conflicts of interest into the record at this point in time, to which both responded that they had none, and the meeting moved on to the next item.
8. **Consent Calendar Items** – All items on the consent calendar were approved with a motion by Member Terry Poplawski, seconded by Member Pamela Patterson, and unanimously approved by the board.
 - Receive Mendocino Private Industry Council (MPIC) 2nd Quarter Expenses PY2015-2016
 - MPIC 2nd Quarter Professional Services Expenses
 - Receive Redwood Community Services (RCS) 2nd Quarter Expenses PY2015-2016
 - WIOA Administrative Unit 2nd Quarter Expenses PY2015-2016
 - Approve Kristina Lewis – Youth Committee Application
 - Approve Laura Welter – Youth Committee Application
 - Approve Robyn Stalcup – Workforce Development Board Application
 - Approve Terisa Buchanan – Workforce Development Board Application
 - Approve Diana Easley – Workforce Development Board
 - Approve Lisa Epstein – Workforce Development Board Application
9. **WIOA Quarterly Program Service Provider Reports** – Kristen Lawson opened discussion of these items by stating that both reports had been received and reviewed during the Executive Committee meeting in February, and reported that the program service providers had received and agreed to work on the feedback provided by the committee concerning the layout and content of future reports. Specifically, she noted that RCS had been asked to show *all* provided services, even if there were no enrollees currently receiving some of the services, to accurately reflect program participation.
 - **RCS WIOA Youth Program Services** – Chair John Kuhry questioned the literacy/numeracy performance rate in the report that was listed as being at 0%, and expressed concern over this number. Kristen explained that this number does not necessarily indicate a bad sign, depending upon the participants involved in the measure and the predictions for the upcoming quarters. With that in mind, Kristen stated that the 0% literacy/numeracy performance rate was cause for some mild concern, and assured the committee that staff would be continuing to monitor this measure, along with all of the other measures, closely.
 - **MPIC WIOA Adult, Dislocated Worker, and Rapid Response Services** – Kristen stated that training expenditures and what types of trainings were being provided to participants were the primary discussion of MPIC's report at the Executive Committee meeting in February, and training expenditures would be discussed as an agenda item later in the meeting.

This item was for information and discussion. No action taken.
10. **Receive Amended MPIC Contract for Program Service Delivery, *does not affect the annual maximum amount*** – Kristen Lawson explained that there had been a reduction in the PY 2015/2016 Round 2 Rapid Response funds and a .2018 percent reduction in Adult and Dislocated Worker funds, which required an amendment to MPIC's contract. Kristen informed the board that right before the meeting the Regional Advisor from Employment Development Department (EDD), Tim Reynaga, had provided information that the .2108 percent reduction had been rescinded, so the contract amounts being presented would again need to be adjusted based off of this new information.

Chair John Kuhry asked how this reduction would affect services to participants. Candy De Los Santos from MPIC

responded by stating that the reduction will make things difficult for MPIC since the reduction is taking place so late in the year, but that her staff have always adjusted and will continue to do so. John asked if the Rapid Response planned participants number on MPIC's Program Services Report would change due to this reduction. Candy stated that the number provided on the report is based on the planned number that MPIC provided in their Request for Proposal (RFP) and is not a target set by the board.

Kristen and Jessica Byers (WIOAs fiscal analyst) explained that the final directive from EDD of reduction in Rapid Response amounts came late in the program year, but that there had been notifications provided by Department of Labor (DOL) and EDD previously beginning in April of last year. The final amount of how the contract would be affected was not known until all of the various changes were considered, final numbers were provided by the State, and internal accounting could be completed. The WIOA administrative staff agreed with MPIC, that they felt it was unfortunate that the reduction was taking place late in the program year.

This item was for information and discussion. No action taken.

11. **Appoint WIOA Implementation Ad Hoc Subcommittee** – WIOA administrative staff recommended the creation of a WIOA Implementation Ad Hoc Committee to act as the convener of the Memorandum of Understanding (MOU) negotiations with the one-stop partners, as well as assist with the designing of how one-stop services are delivered and accessed.

Kristen Lawson explained that the MOU process will be taking place in two phases and Phase 1 must be completed by June 30, 2016. All required partners in the one-stop system under WIOA must have agreed to a service deliver model and identified common services, as well have signed the MOUs by this date. Kristen requested that Chair John Kuhry appoint individuals to the Ad Hoc Committee and recommended that the board members appointed are the members who represent the core programs identified under WIOA as required one-stop system partners. In addition, Member Pam Jensen has volunteered to be on the Ad Hoc Committee in order to ensure that the MOUs address disability rights and access appropriately within the one-stop system. There will also be one member on the committee to represent CalWORKs Job Services (TANF).

Chair John Kuhry appointed – Steve Hixenbaugh, Denise Aseltyne, Robyn Stalcup, Diana Easley, and Pam Jensen to the WIOA Implementation Ad Hoc Subcommittee.

12. **Appoint Workforce Development Board By-Laws Ad Hoc Subcommittee** – WIOA administrative staff recommended the creation of a By-Laws Ad Hoc Subcommittee in order to review the current by-laws and update them with necessary changes, some of which may be related to WIOA Law changes, such as board composition.

Chair John Kuhry appointed – himself, Terry Poplawski, and Lisa Epstein

13. **Appointment of Tom Woodhouse as Chair of the WIOA Youth Committee** – WIOA requires that a Youth Committee must include a member of the local board, who must chair the committee. Member Tom Woodhouse had previously been appointed to the Youth Council prior to the transition of the Youth Council becoming the Youth Committee. Tom has committed to the requirement of WIOA Youth Committee as Chair of the Committee and the Youth Council had previously voted and approved this appointment on September 14, 2015.

Chair John Kuhry appointed Tom Woodhouse as Chair of the Youth Committee.

14. **WDB Staff Reports:** Kristen Lawson gave updates on the following activities:

- **Update on Northern California Career Pathways Alliance (NCCPA)** – The WDB Youth Committee has been assisting with organizing the Youth Business Symposium which will be co-sponsored by Howard Memorial Hospital. The event will be held at the hospital's new restaurant, Roots. The event will take place in mid-April. Businesses throughout the county are being invited to the event. There will be a panel of youth speakers representing various workforce programs from within the county and they will describe their experiences with the workforce programs and with employment. After the panel presentations, youth and employers will have breakout sessions where staff will conduct round table discussions to gather feedback to identify employer needs, skills gaps, and training and education barriers. This feedback will be used to effect change in education and training programs in order to develop a high-skilled workforce.
- **Youth Committee Report** – The Youth Council has fully transitioned to the Youth Committee. Over the last several

months, the Youth Council was informed of the need to transition and was asked to provide new applications if they wished to be appointed to the WIOA Youth Committee. The current membership of the Youth Committee stands at five members. New members are welcome to apply. Kristen stated that she would like to see a youth representative on the committee, as our one youth representative that was previously on the committee did not apply to continue with the Youth Committee. Member Lisa Epstein recommended contacting a Willits High School counselor who can put us in contact with a teen group who has members that are very active in their community.

- **Update on Slingshot Grant** – Mendocino County, along with the other WDBs that make up the North Bay Employment Connection (NBEC) region, were awarded a \$1 million SlingShot grant from the California WDB. Mendocino County WDB will receive \$156,000 for a 2 year grant period. These funds will be used to hire a part-time extra help staff person to fulfill the requirements of the grant.

Member Terry Poplawski asked if these funds will be used to hire an additional staff person and Kristen explained that an additional staff person would be hired as a temporary position and would work part-time; that the intent of the grant, same as Career Pathways, is that the activities will continue after the grant term, possibly without additional funding. Local areas are to sustain the functions of the grants beyond the grant periods by developing relationships with partners and leveraging opportunities. Kristen explained that with Career Pathways, additional funding may be likely considering that there is a big push for Career and Technical Education.

- **Adult/Dislocated Worker Training Expenditures** – Kristen stated that as of the end of January 2016 the amount expended on training in the Adult and Dislocated Worker programs for PY 2015/2016 totals \$15, 996 and that the amount had been adjusted to reflect the .2108 percent reduction in Adult and Dislocated Worker funds, but will again have to be adjusted given the information received by the Regional Advisor prior to the meeting. Kristen expressed that an approximate \$97,590 needs to be spent in order to meet the 25% training mandate and this is a concern.

Chair John Kuhry asked what the plan was to increase the training expenditure. Kristen stated that staff is watching this closely and looked to Debbi Purcell of MPIC for an answer. Debbi stated that MPIC is doing heavy recruitment of individuals interested in training and is going over the records of the customers who have come in to the one-stops since July 1, 2015 and have requested training services in order for MPIC to make contact with them to see if they are still interested in training. Debbi stated that they are also looking at all funds that they may be able to leverage, but that they are only able to leverage 10% of the training expenditure requirement. John asked if anyone has reached out to crabbers. A discussion ensued regarding crabbers and whether they would be eligible for Rapid Response services or if the State had provided any funding for them. Ultimately, several members and Kristen concluded that crabbers were not considered Dislocated Workers and they were not working so would not be eligible to Rapid Response.

Member Pamela Patterson asked if MPIC can do On-the-Job Training (OJT). Debbi stated that MPIC can do OJTs but they have had issues with training providers not getting approved, including the Eligible Training Provider List (ETPL) and asked Kristen to clarify for the board. Kristen explained that under WIOA the performance requirements for training providers and programs to be listed on the board became stricter because California no longer had a waiver from these requirements, so some providers were removed or could not be put on to the ETPL, which limits the training providers that can be chosen and paid for with WIOA funding. Debbi stated that MPIC had a participant who wanted to go to lineman school but couldn't because the school was not on the ETPL and that was a \$9,000 training they used to be able to provide but now they couldn't.

John asked if surveys had been done of employers asking them what kind of trainings they need for their employees or what trainings they would like to see applicants have. Kristen explained that surveys are part of the Career Pathways and round table process and that staff expect to collect this information through these activities. Staff, as well as Debbi Purcell and Stacey Caico from MPIC, have been participating in a regional call with Sonoma County and discussing Customized Training and are hoping that Customized Training could be utilized. Pamela asked what training programs are on the ETPL locally. Kristen described all of the local schools and programs. Debbi Purcell went on to say that some training is available out of county, but even though they are able to pay for transportation or lodging, those expenses are not able to be counted towards the training expenditure requirement which is another reason it makes it hard to meet the requirement.

Member Steve Hixenbaugh stated that he worked with MPIC and Napa-Lake WDB to develop Incumbent Worker training at Mendocino College in Lake County and would be glad to help do something like that in Mendocino.

John asked if anyone ever followed up with Surf Market in Gualala. He stated that several times he has asked staff and MPIC to contact Steve May at Surf Market regarding their training program. Kristen stated that the WDB

contracts with MPIC for Business Services and was not aware of whether MPIC had made contact with Surf Market. Debbi Purcell stated that she was not aware of the request and that she had not been at the last few meetings, but that she would be sure to follow up.

- **Current Status of Sonoma Mendocino Economic Development District** – Kristen stated that the Sonoma Mendocino Economic Development District (SMEDD) held its first board meeting recently and that Chair John Kuhry is a board member. John described the Joint Powers Agreement between Mendocino and Sonoma County to develop an Economic Development District and that soon community surveys will be going out to the public for feedback that will be used to develop the Comprehensive Economic Development Strategy (CEDs).
- **Current Status on Workforce Development Activities** – Kristen reported that staff are working on board recertification, transitioning the one-stop computer monitoring system VOS to CalJOBS, the MOU development process that is due June 30, 2016, Jessica Byers and Debbie Holmes will be attending the SMART fiscal training provided by DOL in a few weeks, and Kristen and Debbie will be attending the California Workforce Association training in order to attend workshops related to partnering and leveraging programs such as CalWORKs and CDBG.
- **Progress on Recertification Application** – The board recertification packet is due March 30, 2016. Kristen directed the board's attention to attachment 14g, the WIOA Member Categories, showing the current board composition and she reported that the board should be in full compliance with the WIOA requirements.
- **Staffing Updates** – Caroline Clemons has joined the WIOA administrative staff as a half-time Staff Assistant.

All staff reports were for information and discussion. No action taken.

15. **Member to Member Announcements "Tip Club"**
16. **Adjourn** – With no further actions to take or discussions to be held, Chair John Kuhry adjourned the meeting at 3:14 pm.

Mendocino County Workforce Development Board

631 S. Orchard Avenue

Ukiah, California 95482

www.mendoWDB.org

(707) 467.5506 / (707) 467.5592 fax



Executive Committee Meeting Minutes – DRAFT

February 10, 2016 11:30 a.m. – 1:00 p.m.

Location 1: 631 South Orchard Ave., Ukiah CA., Mendocino Room

Location 2 (TELECONFERENCE): 2525 Cleveland Ave., Suite B, Santa Rosa

Members Present in Ukiah: John Kuhry, Pamela Patterson, and Patty Bruder

Member Present in Santa Rosa: Jack Buckhorn

Members Absent: Dennis Aseltyne, Paul Castro

Guests Present: Steve Dunicliff, Candy De Los Santos, Tom Woodhouse, Pam Jensen

Staff Present: Debbie Holmes, Kristen Lawson, Jessica Byers, Caroline Clemons (minute taker)

1. **Call to Order** – The meeting was called to order at 11:40 am by Chair John Kuhry. Quorum was met, and therefore the meeting progressed as scheduled.
2. **Review / Approve Agenda** – Debra Holmes requested that the agenda be amended to pull items 6 a, c, and d from the Consent Calendar for discussion.

Upon motion by Member Patty Bruder and seconded by Member Pamela Patterson, the committee unanimously voted to review and approve the amended agenda.

3. **Disclosure** – Any financial interest (assets, contracts, income etc.) of WDB members which may be materially affected by actions or discussion on this agenda should be disclosed at this time. Members should leave the room prior to any discussion of the related item or items, and return after the discussion has ended and/or action has been taken.
4. **Public Comment** – Limited to 3 minutes on matters which fall under the jurisdiction of the Board and are not listed elsewhere on the agenda.

Pam Jensen, who is a member of the Mendocino County Workforce Development Board (WDB) and represents the Ukiah Valley Association for Habilitation (UVAH), expressed concern about the ability of one-stop and the Workforce Development programs to assist those with disabilities. She inquired specifically as to whether or not such programs are in compliance with accessibility codes and laws, and asked how it would be possible to tell whether or not there is compliance. She further asked whether an ad hoc committee, the Workforce Development Board, or the Workforce Innovation and Opportunity Act (WIOA) could conduct surveys or audits of one-stop programs to review and enforce compliance in this area. At the recommendation of Debra Holmes, the issue was sent to the Executive Committee for further review. The request for development of a WIOA Implementation Ad Hoc Sub-Committee is on the Executive Committee and WDB meeting agendas. The Sub-Committee would assist with the development of the Memorandum of Understandings (MOUs) under the WIOA for all one-stop system partners, and individuals with disabilities and how they access programs and services, will be specifically addressed in all MOUs. Pam Jensen has offered to sit on this Sub-Committee.

5. **Approval of Minutes** – Minutes were approved following a motion by Member Pamela Patterson, which was seconded by Member Patty Bruder and unanimously approved by the committee.
 - **Approve Special Executive Committee Meeting Minutes of November 30, 2015**
 - **Review Youth Subcommittee Meeting Minutes of November 10, 2015 and January 4, 2016**

Prior to the approval of the minutes, Debra Holmes stated that she had received some complaints that the current style of minute-taking felt too abbreviated and did not contain enough detail concerning the discussions held and actions taken during meetings. Debra assured the committee that Caroline Clemons, who had been recently added to the Workforce Development Board staff and who will write all minutes henceforth, will be trained in a more thorough manner of minute-writing to address this concern.

6. **Consent Calendar** – Upon motion by Member Pamela Patterson and seconded by Member Patty Bruder, the committee unanimously approved the Consent Calendar.
 - b. **MPIC 2nd Quarter Professional Services Expenses**
 - e. **Approve Kristina Lewis – Youth Council Application**
 - f. **Approve Robyn Stalcup – Workforce Development Board Application** – Approved by way of the committee's vote to approve the Consent Calendar, but pulled for discussion during the approval of the updated Workforce Development Board roster. See Item 7 for further details.
 - g. **Approve Terisa Buchanan - Workforce Development Board**

h. Approve Lisa Epstein – Workforce Development Board Application

Items Removed from the Consent Calendar for Discussion

6a Receive Mendocino Private Industry Council (MPIC) 2nd Quarter Expenses PY2015-2016 – Debra Holmes expressed concern over the training expenditures listed within the report, and stated that if the expenditures remained low by the time of the next Workforce Development Board meeting, her concern would become alarm. Candy De Los Santos expressed difficulty in getting employers to participate in On-the-Job Training (OJT) and highlighted as a primary reason as to why the expenditures were currently so low.

Pamela inquired what an ideal expenditure rate would be at this point in the year; Debra Holmes clarified that an increase in training expenditures from the current 4.3% to around 12% would be ideal. Staff is concerned, but watching carefully.

Upon motion by Member Pamela Patterson and seconded by Member Patty Bruder, the committee unanimously approved to receive MPIC's 2nd Quarter Expenses.

6c Receive Redwood Community Services (RCS) 2nd Quarter Expenses PY2015-2016 – Debra Holmes stated that the expenditure was excellent where its services to out-of-school youth were concerned; however she went on to express concern that its Work Experience (WEX) expenditures were lower than anticipated and are at 3%. Member Pamela Patterson inquired about repercussions of not meeting the WEX expenditure requirement of 20%. Debra answered that a low expenditure rate would trigger the carry-over of funds in to the next year and the need to explain low expenditure rates to the State, but added that the decision to enact the carry-over would ultimately fall under the jurisdiction of the board. Debra added that RCS is actively recruiting participants and WEX sites and staff has been working closely with them regarding the new WEX expenditure requirements.

Upon motion by Member Pamela Patterson and seconded by Member Patty Bruder, the committee unanimously approved to receive RCS's 2nd Quarter Expenses.

6d Workforce Innovation and Opportunity Act (WIOA) Administrative Unit 2nd Quarter Expenses PY2015-2016 – Debra Holmes explained that a corrected report was handed out and administrative funding for the Workforce Innovation and Opportunity Act (WIOA) had been depleted and county general funds were now being used to fund administrative functions.

Upon motion by Member Patty Bruder and seconded by Member Pamela Patterson, the committee unanimously approved to receive the WIOA Administrative Unit's 2nd Quarter Expenses.

7. **Approve Workforce Development Board Roster** – Debra Holmes expressed satisfaction with the board composition, citing a 27% representation of labor and a 53% representation of business. However, she did express a desire to see the labor demographic come up in the interest of evening out the ratio between business and labor among the roster. She went on to mention that the classifications of some of the incumbent members had been changed, so that some members who had been business representatives were now classified as labor representatives, and vice-versa.

The discussion moved on to the issue of correcting the emails of some of those included in the email group for the Workforce Development Board to avoid confusion during future quorum checks and meeting announcements. After taking note of those members whose email addresses needed correction, Debra assured the board that she would have Caroline Clemons address the issue immediately.

Upon motion by Member Patty Bruder and seconded by Member Pamela Patterson, the committee unanimously approved to approve the Workforce Development Board Roster.

8. **WIOA Quarterly Program Service Provider Reports:**

- **RCS WIOA Youth Program Services** – Debra Holmes expressed the opinion that while the RCS report format was notably different, the change was an improvement from the previous format. However, Member John Kuhry voiced the concern that the current report was difficult to understand on sight, and expressed a desire for the report to be further clarified so that anyone viewing the report could easily read and interpret the numbers presented therein without having to rely upon additional information not present in the report.

In light of this, Debra urged RCS to continue working to develop a consistent, effective report format. Discussion ensued between staff and committee members regarding the various ways the reports could be formatted. John suggested adding a third party administrative review to the reports in order to promote increased clarity and accuracy; building upon this, Debra suggested the third party report be made by staff of Workforce Development or a similarly affiliated agency outside of RCS.

Debra urged RCS to add all services provided to their future reports, again with an eye towards increasing accuracy and ease of interpretation. John inquired as to whether or not the service reports should henceforth be correlated with the RCS fiscal reports, and stated that he believed creating some correlation could provide some context for the

numbers presented in future service reports, thus further clarifying them.

No action taken. Item was for information and discussion.

- **MPIC WIOA Adult, Dislocated Worker, and Rapid Response Services** – Debra Holmes expressed concerned that MPIC's report was not reflecting quarterly information, but was reporting through current information, which Chair John Kuhry then inquired whether this makes MPICs report look better and Debra replied that it could. Candy De Los Santos explained that Debbi Purcell provided the report in this format because she had interpreted the board's request to be that they wanted accurate up to date information. Debra explained that she believes that was the Administrative Unit's request for reporting information, program and fiscal, to them, but she believed a 2nd quarter report would seem to be through the 2nd quarter only, unless the board would like otherwise. John expressed that he would like both providers to be consistent in the way they are reporting. Discussion ensued regarding the numbers of enrollments, exits, and follow-ups MPIC is reporting and whether the numbers were correct, that potentially the report that MPIC is pulling from the system and then reporting to the board may not be accurate. Enrollment numbers were also discussed and whether the amount of enrollees was acceptable. Debra stated that the proposed number is not a board directed number and is not in MPICs contract, but was MPICs proposed number in their response to the Request for Proposal. The discussion regarding a target for enrollments has been discussed many times before without any board direction. Member Pamela Patterson expressed that she does not understand this at all given that all contracts she has ever had require this as a performance measure. John asked if it was too late to address this issue, to which Debra replied that it was too late in this program year, but that with the board's direction it could be addressed in next year's contract. Debra stated that topic could be discussed at the next Executive Committee meeting and she directed Caroline Clemons to have it added to that agenda. Members also discussed interest in knowing the cost per participant and training cost per participant over the last few years and would like this brought back to the board.

In depth discussion continued among committee members and staff with Candy De Los Santos responding regarding expenditures and enrollments. Chair John Kuhry expressed concern over the amounts of expenditures thus far and how much it appears is being spent per participant, including that MPIC does not know their per participant costs. Debra stated that she believes members are asking at this point for a predictive training expenditure number based on enrollments so that they can determine how greatly they should be concerned. Candy replied that she would have staff work with the Administrative Unit and fiscal staff to determine this information.

No action taken. Item was for information and discussion.

9. **Discussion and Possible Action Regarding the Creation of WIOA Implementation Ad Hoc Sub-Committee** – Debra Holmes suggested that an ad-hoc subcommittee of the board be appointed for the purpose of discussing and voting on transitional items which are difficult to go over during regular meetings, as well as assist in the development of the Memorandum of Understandings (MOUs) that are required under WIOA. Member Pamela Patterson and Chair John Kuhry agreed that this was not an item that needed to be voted upon, but that should be discussed at the next WDB meeting and as Chair, John may appoint members to this ad hoc subcommittee.

10. **Staff Reports:** Debra Holmes provided updates regarding the following activities:

- **Update on Northern California Career Pathways Alliance (NCCPA)** – Mike Parkinson, Business/Education Liaison for the Career Pathways grant, has been conducting surveys of employers for the grant and will be determining of those employers who would be interested in attending and participating in the upcoming business symposium, to be held sometime in late March or early April.
- **Progress on Memorandum of Understanding (MOU) Development with One-Stop Partners** – As discussed previously, staff is requesting that an ad hoc subcommittee be appointed to assist in the development of the MOU and staff will assist in the process.
- **Update on Slingshot Grant** – Debra Holmes reported that the board had been approved for the Slingshot grant and expressed excitement due to the fact that the grant would help to increase the WDB's visibility to the community by reaching out to more employers, thus creating a wider network of allies throughout the county. She went on to state that the Slingshot grant is a multi-county grant, and that Mendocino County would receive an award of \$156,000 which is for a two-year term.
- **Local Workforce Development Board Application for Recertification** – Debra Holmes stated that the recertification is a priority item for staff, and indicated that the completion date was set at March 30, 2016.
- **Current Status on Workforce Development Activities** – Debra Holmes informed the committee that grant applications had come to the Workforce Development team on the previous Monday; however, due to severe understaffing leading to a lack of ability to take on any more new projects at the time, the team had been forced to turn these applications away.
- **Staffing Updates** – Debra Holmes indicated that the WIOA Administrative Unit plans to hire a part-time extra help program specialist to fulfill the requirements of the Slingshot grant. Additionally, Caroline Clemons was introduced to the committee as the newest member of the WIOA Administrative Unit; Debra explained that Caroline was currently employed part-time in the unit, and that she would henceforth be utilized as the team's minute-taker in place of staff

members from Planning and Building Services.

11. Member Comments/Reports

12. Adjourn – Chair John Kuhry adjourned the meeting at 1:10 pm.

The Executive Committee reviews the Bylaws and may suggest amendments to the WDB; may review amendments proposed by other members in order to make recommendations on such amendments; shall recommend potential board members to the Board of Supervisors; shall routinely review member attendance at WDB and Committee meetings; may remove Standing Committee Chairpersons and members on the recommendation of the Chairperson or any other member of the WDB; shall see to it that orientation and training is provided for new board members, that retreats and other social events of the board take place, that board evaluations are developed and conducted, and that improvements are made to the Five-Year Plan.

The Executive Committee may take action on behalf of the full WDB when such action must be taken prior to the next full meeting of the WDB. This WIA Title I financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. For special accommodations, contact the WIA Administrator at (707) 467-5590 at least five days prior to the meeting.

Mendocino County Workforce Development Board

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Executive Committee Meeting Minutes – DRAFT

April 13, 2016 11:30 a.m. – 1:00 p.m.

Location: 631 South Orchard Ave., Ukiah CA., Mendocino Room

Members Present in Ukiah: John Kuhry, Pamela Patterson, Paul Castro, Dennis Aseltyne, and Patty Bruder

Members Absent: Jack Buckhorn

Staff Present: Debbie Holmes, Kristen Lawson (minute taker), Jessica Byers, Mike Parkinson, Doug Orlando

1. **Call to Order** – The meeting was called to order at 11:35 am by Vice Chair Pamela Patterson in Chair John Kuhry's absence. Quorum was met, and therefore the meeting proceeded as scheduled. Chair John Kuhry arrived at 11:38 am.

2. **Review / Approve Agenda** – Debra Holmes requested that an emergency item be added to the agenda due to Mendocino Private Industry Council (MPIC) notifying Debra prior to the meeting that MPIC was requesting permission from the Workforce Development Board (WDB) to close the Fort Bragg office. Vice Chair Pamela Patterson added the item to the agenda as item number 9A.

Upon motion by Member Paul Castro and seconded by Member Dennis Aseltyne, the committee unanimously voted to approve the amended agenda.

3. **Disclosure** – Any financial interest (assets, contracts, income etc.) of WDB members which may be materially affected by actions or discussion on this agenda should be disclosed at this time and members should leave the room prior to any discussion of the item and return after the discussion has ended and/or action has been taken.

4. **Public Comment** - Limited to 3 minutes on matters under the jurisdiction of the Board, not listed elsewhere on the agenda.

5. **Approval of Minutes** – The committee unanimously approved the minutes following a motion by Member Dennis Aseltyne and seconded by Member Paul Castro.

- a. **Approve Workforce Development Board (WDB) Meeting Minutes of March 9, 2016**
- b. **Review Youth Committee Meeting Minutes of February 1, 2016**
- c. **Review Youth Committee Meeting Minutes of March 7, 2016**

6. **Consent Calendar** – The consent calendar was approved following a motion by Member Pamela Patterson and seconded by Patty Bruder, the committee unanimously voted to approve the consent calendar.

- a. **Approve Michaela Barlow Youth Committee Application**

7. **Discussion And Possible Action Regarding the Northern California Career Pathways Alliance (NCCPA) Youth Employment Symposium** - Mike Parkinson, the Business/Education Liaison for the Career Pathways grant, provided an overview of the Youth Employment Symposium that will be held on April 26, 2016 and will be co-sponsored by Howard Memorial Hospital. Mike explained the goals of the event, being to bring youth and employers together to share their employment experiences and difficulties with employment and employees. This initial round table will be a kick-off event for future events where employers in target industry sectors will be invited to business round tables to continue discussions regarding their experiences and potential solutions to workforce issues.

Discussion ensued regarding the potential conversations that may take place at the event and Member Pamela Patterson asked staff what employers will be getting out of attending this event and have the employers heard why this will benefit them. Staff explained that employers being at the fore-front of the conversations, explaining their needs and the issues they are facing with the workforce today, will assist in adjusting the curriculum and career pathway and vocational education programs that are available for youth in order to build a stronger workforce. The advertisements for the Youth Employment Symposium and all of the Career Pathway materials that are provided when asking employers to participate contain this information, as well as, Debra Holmes will be providing an introduction at the Symposium describing the goals and outcomes of the Career Pathway grant and the business services the Workforce Development Board can provide to local employers.

No action taken.

8. **Workforce Innovation and Opportunity Act (WIOA) Quarterly Program Services Provider Reports:**

- a. **RCS WIOA Youth Program Services** – Redwood Community Services (RCS) Program Supervisor, Carly Blundell, shared that they have revised their Program Services Report at the request of the Executive Committee. Member Pamela Patterson stated that she could tell and thanked Carly. She shared with the committee details of RCS's 3rd quarter numbers and where they are towards meeting their performance measures and expenditure requirements. Debra Holmes shared that prior to the meeting, Sharon Govern, RCS Administrator, provided that their 3rd quarter fiscal numbers had been updated since the report that is being presented, and they have met 34% of the targeted 20% Work Experience (WEX) expenditure requirement. Chair John Kuhry asked if the committee should be concerned. Debra stated that staff is watching and working closely with RCS on increasing the WEX expenditure amount and that she knows that RCS is working very hard towards meeting the 20% WEX expenditure requirements. She stated she is not alarmed, but concerned. John asked what issues RCS is having with getting the expenditure number up, to which Carly replied that getting youth enrolled that are able to participate in WEX has been difficult. They have been actively recruiting, but even after enrollment, the youth usually needs some soft skills training and specific work site placement. Developing work sites has also taken a lot of time, but Carly states

that they have had a great response from local employers. Kristen Lawson shared that another issue was that due to the program issues with RCS earlier in the program year, RCS was directed to suspend enrollment of participants, so there was a lag for them to actively recruit and place participants in WEX. Kristen noted that RCS has 10 active youth, with 4 participating in WEX, so nearly half of their participants are in WEX, which is an accomplishment and with new enrollments, should continue to increase. Pamela asked the average WEX amount that is spent per participant. Staff explained that an average amount would be hard to come up with at this point due to the fact that the 20% WEX expenditure requirement is new to the youth program and WEX is new to RCS as a new program service provider. Additionally, staff time for WEX site development and the paid WEX to the participant goes towards meeting the 20% expenditure requirement and could be considered when determining the average cost per participant.

- b. **MPIC WIOA Adult, Dislocated Worker, and Rapid Response Services** – MPIC Program Supervisor, Debbi Purcell, shared that they have also revised their reports at the request of the committee. Debbi described the changes that were made to the reports. Debbi noted that the enrollment numbers are low and they are actively recruiting. The training dollars are low, but they are working with staff on creative ways to increase training expenditures. And, at the committee's request, she included a report with the average amounts spent per participant on training. Debbi stated that MPIC's projected training expenditure is 13.7%. Chair John Kuhry asked if meeting the 25% training mandate was going to be an issue. Debbi remarked that she is concerned, that they are going to do their best, and they are looking at contract trainings and other types of trainings they haven't done in the past. John asked if they felt this was a reflection of the economy doing better, to which Debbi replied yes, that not as many people are coming in, they haven't been able to find leverage, they didn't get multi-close funds to leverage, co-enrolled youth funds to leverage, and they can't find employers for On-the-Job Training (OJT).

Member Paul Castro asked MPIC to explain their planned enrollment number of 60 compared to their enrolled participants and new enrolled participants. Paul was concerned with the amount of new enrollments appearing to be low, 19 within the last 9 months. He asked how many case managers MPIC has, to which Debbi Purcell replied 2 in Ukiah and 2 in Fort Bragg. Chair John Kuhry asked that given the geographic location of Mendocino County and the unemployment rate being low, is this unreasonable? Paul stated that his concern is that MPIC is enrolling less than 1 person per week and Debra Holmes added that this is also while having an issue spending training funds. Debra stated that the difference for her between being concerned and alarmed when it comes to meeting expenditure requirements is that she hears one program service provider saying "we got it" and "we will do it" and another saying "we hope", which makes her feel anxious and alarmed. Not meeting this requirement puts the board at risk of not being funded for other projects or losing our status as a Local Workforce Development Area. MPIC Executive Director, Candy De Los Santos, explained that the proposed enrollment number of 60 is not mandated by the WDB and is not in MPIC's contract, it was MPIC's proposed number when they responded to the Request for Proposal (RFP). Candy stated that it should be revisited, which isn't an excuse, but it is an arbitrary number. She went on to say that when it comes to training, without co-enrollment and without multi-close to leverage it has been difficult, but that they had met their goal the first year, met the goal last year, and she is confident that they will meet the goal, but they won't meet the goal until next year. She said that at the last meeting, John had asked that MPIC at least meet a goal of 12% and they have. Candy stated they have met and exceeded the goal and are at 13.7%. Debra stated that MPIC is currently at 6% and that MPIC's projected training expenditures are 13.7%. Candy explained that MPIC staff had met with Debra and Doug Orlando prior to the meeting and spoke about ways to increase training expenditures. Debra then introduced Doug Orlando: a Workforce Development Analyst Mendocino County has contracted with to assist with WIOA fiscal, contract revisions, and Memorandum of Understanding (MOU) development. Debra stated that prior to the committee meeting Doug and Debra met with MPIC staff and discussed ways to increase training expenditures, including incumbent worker and contract trainings. Debra stated that setting an enrollment goal for the program service providers could be added to the next WDB agenda and these goals could be added to the next round of contracts. Member Pamela Patterson added that maybe enrollments shouldn't be the goal that is set, but a goal for a certain amount of enrollments in training. Debra responded by saying that the Priority of Service policy was updated over a year and a half ago to reflect that priority was to be given to individuals seeking training.

Training expenditure discussions continued in great detail with Debbi Purcell informing the committee that MPIC has issued a public service announcement to the local papers and radio trying to recruit new participants. Debbi Purcell stated that MPIC also held a job fair in Fort Bragg that had great attendance and has contacted local vendors, such as Ukiah Adult School. Chair John Kuhry asked if MPIC has used any internet advertising, that it seems that especially within Mendocino County residents use Facebook to reach out and communicate and that people are no longer using the newspapers. Debbi responded by saying that no, MPIC has not used Facebook to advertise specifically for Adult and Dislocated Worker programs, but does use Facebook for job fairs and job recruitments. Debbi again said that priority of service is an issue with being able to enroll participants because priority is given to low-income individuals and they used to train a lot of LVN's, but because they are not low-income, these individuals are not eligible. John asked if MPIC has identified any other careers that they could provide training for. Candy De Los Santos responded by saying that MPIC is trying to map their sectors and the market, but that they have to determine where people will be able to get employed. Debra Holmes stated that there are not very many sectors in Mendocino County that are not considered target industry sectors and almost all are considered in-demand. John explained that MPIC could be doing backwards mapping to target the highest cost trainings in the high-demand occupations and find participants who need those trainings. Candy went on to say that they do not currently have a referral system with CalWORKs but that they want to set one up so they can tap in to that population since they are partners under WIOA. John asked about regional training options and participants attending training out of county. Debbi stated that participants do sometimes attend training out of county but that they cannot target out of county residents because of the priority of service policy. Debra Holmes recommended that MPIC market services to the local housing authority or agencies where they know that low-income individuals are served; places where the individuals are also likely to want to better their situations and want to find employment.

Member Pamela Patterson wrapped up the program services provider reports discussions by saying that she liked both reports and felt they were much better than previous reports.

No action taken. For information and discussion.

9. **Discussion and Possible Action Regarding Contractors Progress Towards the Training Expenditure Requirement** – Training expenditures were discussed in detail under item #8b. Chair John Kuhry asked what MPIC's game plan will be to address training expenditures. Candy De Los Santos replied that MPIC will be putting together a plan. Debra Holmes asked that MPIC bring this plan to the next WDB meeting to present to the board, to which Candy replied that they would.

No action taken.

- 9a. **MPIC Closure of Fort Bragg One-Stop Office** – Debra Holmes explained that MPIC staff came to her right before the committee meeting and informed her that due to their financial difficulties, MPIC was requesting to close the Fort Bragg office, and even though the rent in Fort Bragg is very low, staffing costs to keep the office open is the larger issue. Chair John Kuhry asked what MPIC's contractual obligations were to keep the Fort Bragg office open. Debra replied that her understanding was that it is not in the contract. John asked Steve Dunncliff, Director of Mendocino County Planning and Building Services, what the county would think of the closure, to which Steve replied that he does not speak for the County of Mendocino, but that some things to be considered would be the effect to the members of the community on the coast and whether the office is underutilized.

Candy De Los Santos stated that MPIC has always tried to keep the Fort Bragg office open and that they recently had moved the office to reduce costs. She said the key factors in the decision to close the office were the \$68,000 loss of funds which caused them to have to re-work their budget, plus not having the multi-close grant and the youth program co-located to help with facility costs has caused a "perfect storm". Candy went on to say that due to first quarter limitations and the \$68,000 loss, MPIC will not have very much carry-over so would have to close the office in July, August, and September if not able to close the office now. Debra Holmes asked how many participants MPIC was serving from the Fort Bragg office. Debbi Purcell replied 10. John asked how these participants would continue to be served, to which Candy replied that the case manager would travel or communicate with the participant electronically. Debbi explained that MPIC wouldn't lose any current enrollments due to the closure because MPIC would somehow serve them from Ukiah, but would need to find a way to handle future enrollments since MPIC will not be physically located in Fort Bragg. Member Pamela Patterson asked how it would change staffing in Ukiah, to which Candy replied that MPIC would offer the 2 case managers in Fort Bragg to travel to Ukiah and eventually MPIC may lose two staff down the line, and that she doubts the Fort Bragg case managers will want to travel over the mountain to work. Candy stated that she wanted to address Member Paul Castro's previous concern regarding staffing and said that they have a little less than 1 ½ WIOA case managers in Ukiah because they share with Lake County and the 2 in Fort Bragg. She went on to explain that the 2 case managers in Fort Bragg also run the resource room and provide business services. Pamela asked if the office closes, how many case managers will there be, to which Candy replied 1 ½ and if needed, Debbi would cover cases. Pamela asked what would happen to the resource room and Candy replied they wouldn't have a resource room. Debra asked if the college would provide a resource room. Candy explained that she is trying to get permission from the WDB to close the office and hasn't talked to the college or the Employment Development Department (EDD) who is co-located at the site. Candy went on to say that Doug Orlando suggested that MPIC talk to the college to tell them they plan on closing and see if the college can provide the resource room in exchange for MPIC continuing to provide career services to students, but Candy said it is not a viable proposition and worth the expenditure with the amount of cases and with the 30% training mandate coming up next year.

Chair John Kuhry stated that his concern is that he understands it is a downturn in MPIC's business cycle, but how soon or how quickly would MPIC be able to ramp back up if funds became available. Candy De Los Santos replied that the only issue would be getting the word back out and getting people back in for services. She went on to say that MPIC wants to close the Fort Bragg office July 1st and give notice now because EDD is required to give a 90-day notice. Debra Holmes stated that the numbers for customer visits to the Fort Bragg office have always been low. Member Pamela Patterson stated that she has a big problem with the office closing considering that unemployment is higher on the coast, to which Candy replied that people are not coming in to the office for services.

Candy De Los Santos stated that MPIC has a total of 13 full-time employees and MPIC is not a huge program and they share staff across two programs. Debra Holmes expressed that her concern is how this is going to affect direct client services given that MPIC is proposing to lay off 2 case managers out of the 13 full-time employees, and that MPIC will be going from 3 ½ case managers to 1 ½ case managers. Member Pamela Patterson asked what MPIC's overhead or indirect costs are, to which Candy replied that she can't answer that because MPIC shares cost pools between counties. Doug Orlando and Debra both explained indirect costs to the committee. Chair John Kuhry asked for staff's recommendation, to which Debra replied that if it was based on numbers she would recommend closing the office, but she feels that the number of case managers and costs with direct benefits to clients' needs to be reviewed. John asked whether the board has the purview to tell MPIC how to staff their operations, to which Debra replied no. Pamela stated that non-profits do have indirect cost rates they are not to exceed and Debra added that MPIC's contract does include that they are not to exceed an indirect cost rate of 24%. John asked if the indirect cost rate would be exceeded if the Fort Bragg office closes, to which Candy replied that she didn't know. Debra suggested that the subject be held over to the next WDB meeting and that MPIC provide that information. Candy stated that MPIC could provide that information and that she would have Valerie Guerra, MPIC's Fiscal Manager, attend the meeting to discuss. John stated that he wants to know that closing the Fort Bragg office is not going to increase the indirect cost rate.

Discussion ensued regarding MPIC's timeline for giving notices to the college, EDD, and their staff, and what the costs may be if MPIC stayed at the Fort Bragg location during these time frames. Chair John Kuhry again reiterated that he cannot make an informed decision without further information, including the whether the indirect cost rate will affect MPIC's contractual obligations and what MPIC's plans are for serving coastal customers and participants. Kristen Lawson stated that EDD is unable to be a stand-alone Wagner-Peyser office and would not be able to stay without MPIC's presence or another partner being co-located. Her understanding was that there previously had been a lot of political pressure to keep EDD on the coast and when MPIC made the decision to move offices, EDD made a lot of effort for this move. Kristen agrees with the recommendation to hold the decision over to the WDB meeting until further answers are provided, including how this affects EDD. Candy De Los Santos stated that MPIC is still looking for an alternate plan to closing the office and that they cannot close without permission. Member Paul Castro asked why MPIC would be required to ask permission to close the Fort Bragg office if it is not in their contract that they are required to have a Fort Bragg location and the board is not able to tell them how to staff. John responded by saying that closing the office would affect the indirect cost rate which is in the contract. Discussion ensued among members regarding whether or not the board has the authority to tell MPIC they must remain open on the coast. Debra Holmes stated that it is not in the contract, but was in MPIC's response for proposal that they would provide a one-stop location in Fort Bragg. Candy stated that MPIC has always asked permission. Debra recommended sending the contract and proposal

to County Counsel and request that they determine whether MPIC is required to ask permission from the board, and since there is still information the members are requesting from MPIC before making a decision, Debra should have an answer from County Counsel by the next WDB meeting. Debra stated that if an answer was received by County Counsel prior to the WDB meeting stating that WDB approval is not needed, she would forward the information to MPIC so that they may start giving their notices.

No action taken.

10. **Approve Amendments to Local Elected Official (LEO) Agreement Updated to Reflect Changes Under WIOA** – Debra Holmes explained that the amendments to the LEO Agreement were to comply with the change to WIOA Law.

The LEO Agreement was approved unanimously by the committee following a motion by Member Pamela Patterson and seconded by Member Patty Bruder.

11. **Staff Reports:** Debra Holmes provided updates on the following activities:

- a. **Progress on Memorandum of Understanding (MOU) Development with One-Stop Partners** – MOU development is underway and the WIOA Implementation Ad Hoc Subcommittee will be assisting, along with Doug Orlando. Staff is on an extreme time crunch to complete the MOU process, needing to provide the signed MOU's to the State by June 30, 2016.
- b. **Update on Slingshot Grant** – As reported previously, the WDB has been awarded the Slingshot grant and is not anticipating the funds to be received until June 1, 2016. The contract with the scope of work has not been finalized.
- c. **Local Workforce Development Board Application for Recertification** – WDB recertification has been completed and needs to be signed by Chair John Kuhry.
- d. **Current Status on Workforce Development Activities**
- e. **Staffing Updates** – The Administrative Unit again has no clerical staff and is actively recruiting for the position.

12. **Member Comments/Reports**

13. **Adjourn** – Meeting was adjourned at 12:59 pm.

The Executive Committee reviews the Bylaws and may suggest amendments to the WDB; may review amendments proposed by other members in order to make recommendations on such amendments; shall recommend potential board members to the Board of Supervisors; shall routinely review member attendance at WDB and Committee meetings; may remove Standing Committee Chairpersons and members on the recommendation of the Chairperson or any other member of the WDB; shall see to it that orientation and training is provided for new board members, that retreats and other social events of the board take place, that board evaluations are developed and conducted, and that improvements are made to the Five-Year Plan.

The Executive Committee may take action on behalf of the full WDB when such action must be taken prior to the next full meeting of the WDB. This WIOA Title I financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. For special accommodations, contact the WIOA Administrator at (707) 467-5590 at least five days prior to the meeting.



MEETING MINUTES

DRAFT

Date: March 7, 2016

Location: 631 S. Orchard Ave. Ukiah, Ca 95482

Teleconference From: 208 Dana St. Fort Bragg, Ca 95437

Members Present in Ukiah: Tom Woodhouse, Tanja Ramming, Michaela Barlow

Members Present in Fort Bragg: Laura Welter

Members Absent: Kristina Lewis

Staff Present: Kristen Lawson, Caroline Clemons (minute taker)

Guests Present: Carly Blundell

1. **Call to Order** – Kristen Lawson began the meeting at 3:05 pm as informational, discussing current Youth Committee membership as detailed in Item 3. Chair Tom Woodhouse arrived at 3:15 pm and the meeting was called to order with Member Tanja Ramming present in Ukiah and Member Laura Welter present in Fort Bragg. Member Michaela Barlow arrived at 3:25 pm.
2. **Review / Approve Agenda** – Upon motion by Member Tanja Ramming and seconded by Member Laura Welter, the committee unanimously approved the agenda.
3. **Welcome New Members** – As there were no new members during this meeting, no action was taken.

Kristen Lawson discussed with the Youth Committee that at the last several meetings and through emails, those who were members of the Youth Council under the Workforce Investment Act (WIA) had been informed of the need to transition to the Youth Committee under the Workforce Innovation and Opportunity Act (WIOA) and were asked to submit applications for the WIOA Youth Committee by March 7, 2016 if they wished to continue as current members.

As of the date of this meeting, only two of the Youth Council members, Laura Welter and Michaela Barlow, provided Youth Committee applications. Chair Tom Woodhouse, as the only mandatory Youth Committee seat under WIOA, was not required to submit a new application to the Youth Committee and members, Tanya Ramming and Kristina Lewis, had recently been appointed to the Youth Committee. Kristen informed the members that the Youth Council has been fully transitioned to the WIOA Youth Committee, and as of the March 7, 2016 meeting, will move forward with five members.

Kristen expressed that the committee would benefit from having diverse representation and due to the fact that the WIOA does not have the mandatory seat requirements for a Youth Committee as the WIA had, it is more difficult to get certain representation on the Youth Committee. It is particularly difficult for agencies representing those previously mandatory categories because they are so busy and if they are not "required" it is hard to justify attending another meeting.

Further discussion took place regarding membership and meeting frequency. Kristen stated that it is possible for the committee to meet less frequently; meeting bi-monthly or quarterly, and that the meetings were initially moved to monthly due to the WIOA transition and other issues. She closed by stating that this proposition would go to the committee to discuss and potentially vote on during its next meeting.

4. **Review / Approve Minutes of February 1, 2016** – Upon motion by Member Tanja Ramming and seconded by Member Laura Welter, the committee unanimously approved the minutes of February 1, 2016.

Tanja Ramming asked if the minutes from the previous two Youth Committee meetings had been approved by the Youth Committee. Kristen Lawson informed the committee that due to the lack of quorum at the last two meetings they had not been approved by the Youth Committee, but had went forward to the Executive Committee for approval and had been approved there. Tanja requested that copies of those minutes be sent to the committee and Kristen stated that she would send them via email to each member.

5. **Redwood Community Services (RCS) Youth Program Services Quarterly Report** – At Member Tanja Ramming's request, Carly Blundell – present as a representative of Redwood Community Services (RCS) – gave the committee a brief summary of the different services RCS was providing to its newest enrollees at the time of the meeting. Additionally, Carly stated that there had been an increase in youth enrollments in RCS' work experience programs.

Chair Tom Woodhouse inquired as to what cities youth services were being provided in the county. Carly stated that most of RCS' current enrollees live in or around the Ukiah area, but added that there are follow-up cases in Willits and on the coast. She went on to inform the committee that RCS does have services available on the coast from their office in Fort Bragg and is actively outreaching in that area.

At Member Tanja Ramming's inquiry, Carly informed the committee that prospective enrollees most commonly discover RCS either by walking in to the Arbor Youth Center in Ukiah or through various mandatory training programs. Tom then asked whether high school counselors or teachers send students to RCS, to which Carly replied that generally the high school-aged youth who seek out RCS are either high school dropouts or troubled teens. She further mentioned that under WIOA there is the requirement to enroll majorly out-of-school youth, so outreaching to high school counselors has not been their focus, but RCS was discussing seeking out school counselors, colleges, and the Sheriff's Office as potential allies in finding and enrolling a greater number of youth. Kristen Lawson added that RCS is part of the one-stop system, and as such, all other one-stop programs refer youth to RCS as is the normal process. She further stated that under WIOA and the upcoming Memorandum of Understanding (MOU) requirements for the one-stop system, there were plans to create an even more thorough referral system between one-stop partners.

Carly went on to say that she would eventually like to see co-enrollment of teen parents who are enrolled in RCS's CalWORKs Expanded Subsidized Employment program and WIOA, reasoning that they can receive help and training from both programs once they do so. She went on to add that RCS also frequently receives and accepts applications from the AB12 program participants.

Tom referred to the provided RCS 2nd Quarter Report and expressed approval at the number of enrollees who were listed under the report's Services and Achievements count. Tom then expressed curiosity as to why the number of low-income enrollees was relatively high. Carly responded that many of RCS' enrollees were transfers from WIA where coming from a low-income family or being a low-income independent was a requirement.

Kristen then noted that in WIA and WIOA, low-income is not always necessarily a requirement, and explained that each application had its own unique requirements to meet and/or barriers to work with in order to be approved, depending upon a variety of circumstances. However, she also added that it was important to track and document every barrier to employment a participant may have so that the State can consider this information during performance negotiations with each local workforce development area.

Tom then questioned whether English Language Learner enrollees receive adequate assistance in overcoming the language barrier. Carly responded affirmatively, and Kristen added that Basic Skills tests are given in an enrollee's primary language.

At this point, Tom expressed concern that some English Language programs offered are more harmful or wasteful than they are beneficial, citing such shortcomings as computer-based curriculums and bare-minimum instruction as common or likely reasons for this. Tanja countered this by offering the English Language programs offered by Mendocino College's locations in both Ukiah and Willits as examples of excellent English Language instruction, citing a wide age diversity among students; in-class cultural exposure; a lack of computer-based curriculums; and highly interactive lessons as the college's strengths in this area of education.

Tanja went on to express a desire to see more parents and students involved with the college write to the college's administrative staff – particularly its deans, Debra Polak, Steve Hixenbaugh, and Ketmani Kouanchao – and let them know what they would like to see more or less of in the curriculum. She added that while those who work for or with the college are less likely to receive a response due to being too close to the issue, those who directly benefit from the college's courses and services are highly likely to receive a timely and carefully developed response.

Lastly, Member Michaela Barlow stated that she believed many of the programs and services offered at, or through the college, would prove highly beneficial for the 18-25 year old youth in the juvenile probation program, and a brief discussion ensued as to ways that an alliance could be formed between the college and Juvenile Probation. Following this, and with nothing further to discuss, the meeting moved on to the next item.

6. Receive Workforce Development Board Youth Committee Application for Current / New Members

– Member Michaela Barlow submitted her appointment of interest application to join the newly-formed Youth Committee. Upon motion by Chair Tom Woodhouse and seconded by Member Tanja Ramming, the committee received and unanimously approved Michaela's application.

7. Northern California Career Pathways Grant (NCCPA) Youth Committee Business Symposium –

Kristen Lawson expressed a desire to set a specific date for the upcoming business symposium, to be hosted by Howard Memorial Hospital at their new site in Willits and catered by the hospital's new restaurant.

Taking into account the schedules of the members present and Debra Holmes' own suggestion that the symposium take place earlier in the morning (with a tentative start time somewhere between 7:00 and 9:00 am,) the committee immediately whittled down potential dates to upcoming Tuesdays, Thursdays, and Fridays. This was further narrowed down to either April 8 or April 15; Kristen stated that she would present these dates to Howard Memorial, who would make the final decision in this matter as the event's host.

Kristen then explained that the thought was to have the WIOA program, Youth Committee member's programs, and other local workforce programs represented on the youth speaker panel at the symposium. Staff was aiming for five youth representatives, one each from the following programs: RCS's CalWORKs Expanded Subsidized Employment; RCS's Workforce Innovation and Opportunity Act (WIOA) program; Juvenile Probation; Workability/SELPA; and the Mendocino College CalWORKs Welfare-to-Work Work Study program. These representatives could then be coached in preparation for the symposium at the discretion of their respective programs, with the focus being to prepare them to give a short presentation to the employers and face questions and commentary alike in a relaxed and diplomatic manner.

Kristen expressed to the committee that she would like to have youth who can participate in the symposium that the program service providers feel would be open to questions and feedback from employers, so that everyone could engage in a respectful dialogue and come away with a greater understanding of the needs and experiences of their prospective employers or employees. She also reminded the committee that the employer and youth groups would be split up during the symposium in order for moderators to conduct focus interviews with each group to gather more detailed information from the two parties.

Regarding the issue of how much time each youth presenter should be allowed to give their presentation, Member Laura Welter suggested giving each youth representative a maximum presentation time of five minutes in order to reduce the chance that someone might go off on a long tangent and eat up a large portion of the symposium's run time. Multiple methods of monitoring this time limit were suggested, but ultimately a simple timer was agreed upon as the best means by which the five minute limitation could be maintained.

A few further issues were addressed at this point in time including the title of the symposium. Kristen discussed potential titles, noting that Mike Parkinson (the Career Pathways Business and Education Liaison) had come up with the name "Helping the Youth of Mendocino County Be Better Employees". The committee felt that the title implied that there may be something wrong with youth employees and agreed that they preferred the initial title of "Youth Business Symposium".

Tom then asked how many people were expected to attend the symposium, mentioning that the new hospital's cafeteria (the intended venue for this event) had a maximum seating capacity of around 90. Kristen was unable to give him an exact estimate, but guesstimated at a potential attendance of around 50 people.

Triggered by the above discussion, Tom started a short discussion concerning methods by which youth could be recruited to the Youth Committee. Specifically, he suggested sending Youth Committee meeting agendas and schedules to high schools throughout the county in order to raise student curiosity and awareness of the committee. A general discussion of this idea ensued, ending in a consensus that a more active approach to youth recruitment was in order.

8. **Adjourn** – With nothing further to discuss or act upon, Chair Tom Woodhouse adjourned the meeting at 4:16 pm.

Mission Statement

*"To increase access to and to improve
systems which support Mendocino County youth
in the acquisition of meaningful employment"*

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Youth Committee Appointment of Interest Application

The Youth Committee is a subcommittee of the Workforce Development Board. The Youth Committee makes recommendations regarding planning, programs, local initiatives, policy development and oversight of the Workforce Innovation and Opportunity Act Youth Programs, and other issues relating to the provision of Youth Services under the Workforce Innovation and Opportunity Act, as well as other programs/projects as assigned by the Workforce Development Board.

NAME: MICHAELA BARLOW.

ADDRESS:

PHONE:

E-MAIL:

AVAILABILITY TO ATTEND MEETINGS:

Night Meetings _____

Day Meetings X

Ukiah Only _____

Other (please specify) _____

Please describe your special expertise in serving the youth of Mendocino County:

18 years Probation officer. Juvenile placement officer working with Foster care youth & families & Probation youth.

Do you currently, or have you ever, worked for or been involved in any organizations and/or agencies that provide services to youth in Mendocino County?

ARBOR- RCS- RBS- Residential Based services for foster care- AB-12 Extended foster care for 18- 21 year olds-

Please describe your interest in servings as a member of the Mendocino County's Workforce Development Board's Youth Committee:

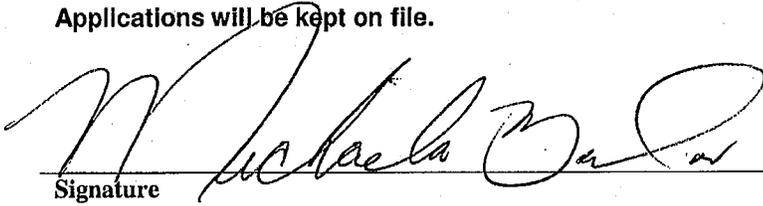
I have been involved in the past and work directly with youth in Mendocino County.

Are you currently a member of the Mendocino County Workforce Development Board?

YES NO

I hereby certify that I am a resident of the County of Mendocino and a citizen of the United States. I am not imprisoned or on parole for the conviction of a felony. I certify that I am not currently nor during anytime I am serving on the board hold and/or will hold a position that creates a conflict of interest. If I should take a position that results in a conflict of interest I would then give my resignation. I certify under penalty of perjury under the laws of the State of California, that the information on this application is true and correct.

Applications will be kept on file.



Signature

3/6/16

Date

Date Appointed: _____

Term: _____

Mission Statement

"To increase access to and to improve systems which support Mendocino County youth in the acquisition of meaningful employment."

Mendocino Private Industry Council, Inc.
2015-2016 Program Year
WIOA Adult and Dislocated Worker Programs

Adult - 201/202		Accrued Expenses				
		Actual	Actual	Actual	Actual	Actual
		1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total
Expense						
	<u>Payroll Exp-Staff</u>	13,936	21,427	22,191	0	57,553
	<u>Direct Participant Costs</u>					
	Training/OJT	202	3,190	17,220	0	20,612
	Support Services	0	0	0	0	0
	<u>Total Direct Participant Costs</u>	202	3,190	17,220	0	20,612
	<u>Other Program Expense</u>					
	<u>Total Other Program Expense</u>	5,401	20,929	20,195	0	46,525
	(Facilities, Supplies, Travel, Ins., Indirect, etc.)					
Total Expense		19,539	45,545	59,606	0	124,690
						61.7%
Revenue						
	2015-2016 WIOA Allocation	199,721				
	2014-2015 Carry Forward	2,395				
	Total Contract Amount	<u>202,116</u>				
Total Revenue		202,116				
	REMAINING CONTRACT AMOUNT					77,426

Dislocated Worker - 501/502		Accrued Expenses				
		Actual	Actual	Actual	Actual	Actual
		1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total
Expense						
	<u>Payroll Exp-Staff</u>	30,973	21,834	20,991	0	73,798
	<u>Direct Participant Costs</u>					
	Training/OJT	0	1,146	5,194	0	6,340
	Support Services	0	0	0	0	0
	<u>Total Direct Participant Costs</u>	0	1,146	5,194	0	6,340
	<u>Other Program Expense</u>					
	(Facilities, Supplies, Travel, Ins., Indirect, etc.)					
	<u>Total Other Program Expense</u>	9,144	21,278	19,039	0	49,461
Total Expense		40,117	44,257	45,225	0	129,599
						62.1%
Revenue						
	2015-2016 WIOA Allocation	199,142				
	2014-2015 Carry Forward	9,539				
	Total Contract Amount	<u>208,681</u>				
Total Revenue		208,681				
	REMAINING CONTRACT AMOUNT					79,082

Mendocino Private Industry Council, Inc.
2015-2016 Program Year
WIOA Rapid Response and Layoff Aversion Programs

Rapid Response - 540/541		Accrued Expenses				
		Actual	Actual	Actual	Actual	Actual
		1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total
Expense						
	<u>Payroll Exp-Staff</u>	23,210	10,415	10,667	0	44,293
	<u>Direct Participant Costs</u>					
	Training/OJT	0	0	0	0	0
	Support Services	0	0	0	0	0
	<u>Total Direct Participant Costs</u>	0	0	0	0	0
	<u>Total Other Program Expense</u> (Facilities, Supplies, Travel, Ins., Indirect, etc.)	20,629	10,360	10,279	0	41,267
Total Expense		43,839	20,775	20,946	0	85,560
						93.4%
Revenue						
	2015-2016 WIOA Allocation	51,513		* Total # of Businesses Served		
	2014-2015 Carry Forward	40,130		on Program Report		
	Total Contract Amount	<u>91,643</u>				
Total Revenue		91,643				
	REMAINING CONTRACT AMOUNT	6,083				

Layoff Aversion - 292/293		Accrued Expenses				
		Actual	Actual	Actual	Actual	Actual
		1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total
Expense						
	<u>Payroll Exp-Staff</u>	974	1,670	10,705	0	13,350
	<u>Direct Participant Costs</u>					
	Training/OJT	0	0	0	0	0
	Support Services	0	0	0	0	0
	<u>Total Direct Participant Costs</u>	0	0	0	0	0
	<u>Total Other Program Expense</u> (Facilities, Supplies, Travel, Ins., Indirect, etc.)	731	1,796	10,145	0	12,672
Total Expense		1,705	3,466	20,850	0	26,021
						44.3%
Revenue						
	2015-2016 WIOA Allocation	34,304		* Total # of Businesses Served		
	2014-2015 Carry Forward	24,463		on Program Report		
	Total Contract Amount	<u>58,767</u>				
Total Revenue		58,767				
	REMAINING CONTRACT AMOUNT	32,746				

Mendocino Private Industry Council, Inc.
2015-2016 Program Year
WIOA Total Programs

	Accrued Expenses				
	Actual	Actual	Actual	Actual	Actual
	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total
Total - ALL GRANTS					
Expense					
<u>Payroll Exp-Staff</u>	69,093	55,346	64,554	0	188,993
<u>Direct Participant Costs</u>					
Training/OJT	202	4,336	22,415	0	26,953
Support Services	0	0	0	0	0
<u>Total Direct Participant Costs</u>	202	4,336	22,415	0	26,953
<u>Total Other Program Expense</u> (Facilities, Supplies, Travel, Ins., Indirect, etc.)	35,904	54,362	59,659	0	149,925
Total Expense	105,199	114,045	146,627	0	365,871
					65.2%
Revenue					
2015-2016 WIOA Allocation	484,680				
2014-2015 Carry Forward	76,527				
Total Contract Amount	<u>561,207</u>				
Total Revenue	561,207				
REMAINING CONTRACT AMOUNT	195,336				

TOTAL MANDATED TRAINING EXPENSES - ADULT & DISLOCATED WORKER GRANTS

	<u>Current Year</u>		<u>Previous Year</u>	
	Amount	%	Amount	%
Mandated Training Amount	113,798	25.0%	116,602	25.0%
Actual Expenses	26,953	5.9%	95,527	20.5%
Amount Leveraged	2,702	0.6%	42,096	9.0%
Total Training	29,655	6.5%	137,623	29.5%
Obligated Training Expenses	8,129	1.8%	4,292	0.9%
Projected Training Expenses	37,885	8.3%	16,500	3.5%
Projected Total Training	75,669	16.6%	158,415	34.0%

AVERAGE COST PER ENROLLED PARTICIPANT - ADULT & DISLOCATED WORKER GRANTS

	<u>Current Year</u>	<u>Previous Year</u>
	Amount	Amount
Adult-201/202	2,490	4,754
Dislocated Worker-501/502	4,793	5,250
Average Cost Per Enrolled Participant	3,642	5,002

4:50 PM

05/03/16

Accrual Basis

Mendocino Private Industry Council, Inc.

Transaction Detail By Account

January through March 2016

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Professional Exp							
7410 · Audit Exp							
Bill	03/30/2016	9566	Ricciardi, R. J.	Client 3024	1,150.00		1,150.00
Total 7410 · Audit Exp					1,150.00	0.00	1,150.00
7420 · Professional Exp.							
General Journal	01/30/2016	6		Expense Prepaid Career Cruising	21.62		21.62
Bill	02/28/2016	1715/...	CyberNets	mendo October 2015	832.50		854.12
Bill	02/28/2016	1723/...	CyberNets	Mendo NOV 2015	90.00		944.12
Bill	02/28/2016	1727/...	CyberNets	Mendo DEC 2015	90.00		1,034.12
General Journal	02/28/2016	6		Expense Prepaid Career Cruising	21.27		1,055.39
General Journal	03/30/2016	6		Expense Pre-paid Career Cruising	25.78		1,081.17
Total 7420 · Professional Exp.					1,081.17	0.00	1,081.17
Total Professional Exp					2,231.17	0.00	2,231.17
TOTAL					2,231.17	0.00	2,231.17



Redwood Community Services, Inc
WIOA Youth Services Grant Fiscal Report
January 2016 - March 2016

	In School Youth	Out of School Youth	Total Expense January 2016 - February 2016	Total Expense October 2015 - December 2015	Total Expense July 2015 - September 2015	Total Expense YTD 2015/2016	2015/2016 Budgeted Amount	2015/2016 Budget Remaining
Staff Wages	1,567	17,316	18,883	23,107	30,621	72,611	103,122	30,511
Staff Benefits	297	3,286	3,583	4,292	5,854	13,729	22,378	8,649
WEX - Staff/Youth Wages/Benefits	1,001	9,975	10,976	2,319		13,295	51,081	37,786
Internships	-	-	-	-		-	3,500	3,500
Training (Tuitions, Literacy Skills, OJT, etc)	-	617	617	-	1,340	1,957	7,000	5,043
Support Services (Bus Passes, etc)	-	1,133	1,133	1,184	229	2,546	13,500	10,954
Advertising	-	-	-	-		-	650	650
Equipment Maintenance/Contracts/Leases	3	42	45	45	132	222	3,000	2,778
Occupancy / Maintenance	113	1,287	1,400	1,348	1,180	3,928	5,000	1,072
Insurance Expense	6	70	76	75	79	230	500	270
Mileage/Travel	35	1,063	1,098	1,277	2,156	4,531	2,875	(1,656)
Misc Admin Expense	1	17	18	-	31	49	-	(49)
Office Supplies / Postage / etc	-	19	19	135	825	979	2,400	1,421
Professional Fees - Consultant	-	-	-	500	7,100	7,600	12,000	4,400
Staff Training / Conferences	94	395	489	1,635	1,934	4,058	2,875	(1,183)
Telephone / Communications	37	412	449	529	379	1,357	1,500	143
Utilities	14	130	144	135	147	426	800	374
Indirect Costs	<u>316</u>	<u>3,576</u>	<u>3,892</u>	<u>3,659</u>	<u>5,201</u>	<u>12,752</u>	<u>23,222</u>	<u>10,470</u>
Total Expense	<u>3,484</u>	<u>39,338</u>	<u>42,822</u>	<u>40,240</u>	<u>57,208</u>	<u>140,270</u>	<u>255,403</u>	<u>115,133</u>
<i>Percentage of Expenses</i>	8%	92%						

Administrative Budget PY 2015-16

Workforce Investment Board

3rd Quarter Expenses

Account		Jan	Feb	Mar	3mos.	Prior Months	Cumulative	Percentage	
String	Category	FY 2015-16 Budget Spent	Spent	Spent	Spent	Spent			
2239	Salaries & Benefits Total	299,992	23,386	24,120	24,142	71,648	145,766	217,414	72%
	Work. Comp / UI / Gen Liab	10,026							
	Program Administration		11,904	15,093	15,980	42,977	93,951	136,928	
	Program Staff		5,167	2,711	1,246	9,124	12,484	21,608	
	Fiscal Staff		6,315	6,316	6,916	19,547	39,332	58,879	
	Career Pathways Staff	26,000	1,928	2,502	3,319	7,749	10,249	17,998	
2060	Communications	350				-	-	-	0%
2150	Memberships	1,850		250		250	1,000	1,250	68%
2170	Office Expense	3,304				-	2,604	2,604	79%
2182	Data Processing Services	6,000				-	44	44	1%
2187	Education and Training	4,050	-	1,090	-	1,090	901	1,991	49%
	Staff	-		1,090		1,090	901	1,991	
	Board (Not included in Total)	-				-	-	-	
	Youth Council	-				-	-	-	
2190	Publications/Legal Notice	800				-	-	-	0%
2210	Rents and Leases	-				-	-	-	
2250	Travel (In County)	700	13	6	-	19	209	228	33%
	Staff	-	13	6		20	209	229	
	Board (Not included in Total)	-				-	-	-	
2253	Travel (Out of County)	9,000	-	2,352	685	3,037	2,007	5,043	56%
	Staff	-		2,352	685	3,037	2,007	5,043	
	Board (Not included in Total)	-				-	-	-	
4370	Equipment	-				-	-	-	
	Indirect Costs Rate (IDC)	-				-	-	-	NA
	Resource Sharing Agreement Misc.	600				-	-	-	0%
	Youth Council Expen	-				-	-	-	
	Subtotal Costs less Board Costs (Other than Salaries & Benefits):	26,654	13	3,698	685	4,396	6,793	11,189	42%
	Accrued	-	-	-	-	-	-	-	
	Subtotal:	326,646	23,399	27,818	24,827	76,044	152,559	228,603	70%
						76,044	152,559	228,603	
	PY 15-16 Expenses	326,646	23,399	27,818	24,827	76,044	152,559	228,603	70%
	PY 15-16 Income*	138,486							
	WIA - Administrative Revenues	67,966				-	-	-	
	WIA - Revenues from Program Activities	31,620				-	-	-	
	WIA - Program Rev C-In from Prior	12,900							
	Career Pathways Salaries to PBS	26,000							
	County Contribution	188,160							
	Career Pathways	100,000	(1,928)	(2,502)	(3,319)	(7,749)	(10,249)	(17,998)	82,002
	Other Career Pathways Expenses	(new year dist)	(300)	(65)		(365)	-	(365)	(365)
								(18,363)	81,637
	Board Exp plus Safeway		(53)		(95)	(148)	(148)	(295)	
	Slingshot Grant Exp.	156,000	-	-	(17)	(17)	-	(17)	155,983



Edmund G. Brown Jr.
Governor

April 26, 2016

Ms. Debra Holmes, WIA/WIOA Program Administrator
Mendocino County
631 South Orchard Avenue
Ukiah, CA95482

Ms. Holmes:

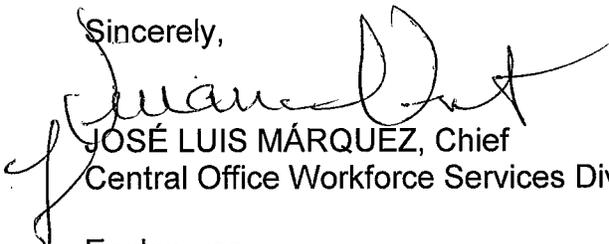
**NEW PY 2016-17 SUBGRANT: K7102041 - IMMEDIATE ACTION
REQUIRED**

Enclosed is your new Workforce Innovation and Opportunity Act (WIOA) Subgrant Agreement for Program Year (PY) 2016-17. This initial subgrant agreement provides WIOA Youth Formula funds in grant code 301 with a term date of April 1, 2016 to June 30, 2018.

In order to implement this subgrant agreement, please review the enclosed materials immediately and take the actions listed on the attached "Subrecipient Checklist". The checklist may be used to ensure submission of a complete grant package. It is the responsibility of the above named designee to obtain the **original signature of the person authorized to sign on behalf of the subrecipient on each of the seven sets of subgrant agreements**. Send **all seven originally signed** subgrant agreements with updated subrecipient information, federal information, **most current** signatory authority and the banking forms to the addresses referenced on the checklist. No photocopied, stamped or electronic signatures will be accepted.

We will return a signed fully executed original contract to you. If you have any questions, please contact your Regional Advisor.

Sincerely,



JOSÉ LUIS MÁRQUEZ, Chief
Central Office Workforce Services Division

Enclosures

cc: Tim Reynaga, MIC 50
Michael Garcia, MIC 69

WIOA SUBGRANT AGREEMENT

MENDOCINO COUNTY

SUBGRANT NO: K7102041
 MODIFICATION NO: New
 SUBRECIPIENT CODE: MEN
 UNIQUE ENTITY NO: 148558195

PASS-THROUGH ENTITY:
 State of California
 Employment Development Dept.
 Central Office Workforce
 Services Division
 P.O.Box 826880, MIC 69
 Sacramento, CA 94280-0001

SUBRECIPIENT: MENDOCINO COUNTY
 631 SOUTH ORCHARD
 AVENUE
 UKIAH, CA 95482

GOVERNMENTAL
 ENTITY: Yes

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Pass-through Entity, and the **MENDOCINO COUNTY**, hereinafter the Subrecipient. The Subrecipient agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved Workforce Innovation and Opportunity Act (WIOA) Local Plan for the above named Pass-through Entity filed with the Pass-through Entity pursuant to the WIOA. This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

- Funding Detail Chart
- General Provisions
- Youth Formula Rd 1

<p>ALLOCATION(s) The Pass-through Entity agrees to reimburse the Subrecipient not to exceed the amount listed hereinafter 'TOTAL'</p>	<p>PRIOR AMOUNT INCREASE/DECREASE: TOTAL:</p>	<p>\$0.00 \$221,300.00 \$221,300.00</p>
<p>TERM OF AGREEMENT From:4/1/2016 To: 6/30/2018</p>	<p>Terms of Exhibits are as designated on each exhibit</p>	
<p>PURPOSE: To initiate Program Year (PY) 2016-17 WIOA Subgrant and incorporate WIOA Youth formula funding under grant code 301. Term of these funds is from 04/01/2016 - 06/30/2018.</p>		
<p>APPROVED FOR PASS-THROUGH ENTITY(EDD) (By Signature)</p>	<p>APPROVED FOR SUBRECIPIENT (By Signature)</p>	
<p>Name and Title JOSÉ LUIS MÁRQUEZ CHIEF CENTRAL OFFICE WORKFORCE SERVICES DIVISION</p>	<p>Name and Title</p>	
<p>I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein</p>	<p>This agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance</p>	
<p>Signature of EDD Accounting Officer</p>	<p>Signature of EDD Contract Officer</p>	

Budget item: 7100 Fund: 0869 Budgetary Attachment: No
 Chapter: 010 Statute: 2015 FY: 15/16

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO:K7102041
MODIFICATION NO:New

MENDOCINO COUNTY

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
WIA/WIOA Formula				
96107 301 Youth Formula Rd 1 04/01/2016 to 06/30/2018 Prog/Element 61/00 Ref 101 Fed Catlg 17.259	\$0.00	\$221,300.00	\$0.00	\$221,300.00
Total WIA/WIOA Formula	\$0.00	\$221,300.00	\$0.00	\$221,300.00
Grand Total:	\$0.00	\$221,300.00	\$0.00	\$221,300.00

NARRATIVE

SUBGRANT NO:K7102041
MODIFICATION NO: 0

SUBRECIPIENT:MENDOCINO COUNTY
FAIN NO: AA-28305-16-55-A-6
FEDERAL AWARD DATE: 4/20/2016
FUNDING SOURCE: Youth Formula Rd 1 - 301

TERM OF THESE FUNDS: 04/01/2016 - 06/30/2018

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

The purpose of this action is to initiate this Local Area's new Program Year (PY) 2016-17 Workforce Innovation and Opportunity Act (WIOA) Title I subgrant agreement and to incorporate WIOA Youth formula funding into Grant Code (GC) 301. The amount in GC 301 represents this Local Area's entire youth formula allocation for PY 2016-17. The term date for these funds is April 1, 2016 to June 30, 2018. The Local Area will operate the WIOA program in accordance with the approved Workforce Innovation and Opportunity Plan on file in the Central Office Workforce Services Division of the Employment Development Department, P.O. Box 826882, MIC 50, Sacramento, CA 92480-0001.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIOA (2015)

WIOA SUBGRANT AGREEMENT

1. Compliance

In performance of this subgrant agreement, Subrecipient will fully comply with:

- a). The provisions of the Workforce Innovation and Opportunity Act (WIOA), and all legislation, regulations, directives, policies, procedures and amendments issued pursuant thereto;
- b). All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement the WIOA.
- c). Title 2, Code of Federal Regulations Part 200 (Uniform Guidance)
- d). Title 2, Code of Federal Regulations Part 2900 (DOL Exceptions)
- e). The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to DOL job training programs.
- f). Subrecipient will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of the WIOA. Subrecipient agrees to conform to the provisions of the WIOA and the contract requirements as referenced in Uniform Guidance, and DOL Exceptions.

This subgrant agreement contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This subgrant agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the Pass-through Entity and the Subrecipient. Subrecipient represents and warrants it is free to enter into and fully perform this subgrant agreement.

2. Certification/Assurances

Except as otherwise indicated, the following certifications apply to all Subrecipients.

- a). Corporate Registration: The Subrecipient, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
- b). The Subrecipient agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA. (42 U.S.C.12101 et seq).
- c). Sectarian Activities: The Subrecipient certifies that this subgrant agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- d). National Labor Relations Board: The Subrecipient (if not a public entity), by signing this subgrant agreement, does swear under penalty of perjury, that no more than one final unappeasable finding of contempt of court by a federal court has been issued against the Subrecipient within the immediately preceding two-year period because of Subrecipient's failure to comply with an order of a federal court, which orders the Subrecipient to comply with an order of the National Labor Relations Board (PCC10296).

- e). Prior Findings: Subrecipient, by signing this subgrant agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous subgrant agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- f). Drug-Free Workplace Certification: By signing this subgrant agreement the Subrecipient hereby certifies under penalty of perjury, under the laws of the State of California, that the Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- (1). Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - (2). Establish a Drug-Free Awareness Program as required to inform employees about:
 - the dangers of drug abuse in the workplace;
 - the person's or organization's policy of maintaining a drug-free workplace;
 - any available counseling, rehabilitation and employee assistance programs;and,
 - penalties that may be imposed upon employees for drug abuse violations.
 - (3). Every employee who works on this subgrant agreement will:
 - receive a copy of the company's drug-free policy statement; and,
 - agree to abide by the terms of the company's statement as a condition of employment on the subgrant/contract.
- g). Child Support Compliance Act: In accordance with the Child Support Compliance Act, the Subrecipient recognizes and acknowledges:
- (1). The importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code; and that to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).
- h). Debarment and Suspension Certification: By signing this subgrant agreement, the Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that the Subrecipient will comply with regulations implementing Executive Order 12549 (Debarment and Suspension), 29 CFR Section 98.50, and 2 CFR Section 200.213; that the Subrecipient to the best of its knowledge and belief, that it and its principals:
- (1). Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - (2). Have not within a three year period preceding this subgrant agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
 - (3). Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.
 - (4). Have not within a three year period preceding this subgrant agreement had one or more

public transactions (federal, state or local) terminated for cause of default.

Where the Subrecipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

- i). **Lobbying Restrictions:** By signing this subgrant agreement, the Subrecipient hereby assures and certifies to the lobbying restrictions in 2 CFR Section 200.450 and in 29 CFR Part 93.
- (1). No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, and the extension, continuation, renewal, amendment, or modification of any 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 agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this subgrant agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - (3). The undersigned shall require that the language of the lobbying restrictions be included in the award documents for subgrant agreement transactions over \$100,000 (per OMB) at all tiers (including subgrant agreements, contracts and subcontracts, under grants, loan, or cooperative agreements), and that all Subrecipients shall certify and disclose accordingly.
 - (4). This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Section 1352. 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 failure.
- j). **Priority Hiring Considerations:** If this subgrant includes services in excess of \$200,000, the Subrecipient shall give priority consideration in filling vacancies in positions funded by the subgrant to qualified recipients pursuant to California Public Contract Code Section 10353.
- k). **Sweatfree Code of Conduct:**
- 1). All Subrecipients contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subrecipient further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and California Public Contract Code Section 6108.
 - 2). The Subrecipient agrees to cooperate fully in providing reasonable access to the Subrecipient's records, documents, agents or employees, or premises if reasonably required by authorized officials of the Pass-through Entity, the California Department of Industrial Relations, or the Department of Justice to determine the Subrecipient's compliance with the requirements of the Sweatfree Code of Conduct.
- l). **Unenforceable Provision:** In the event that any provision of this subgrant agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this subgrant agreement have force and effect and shall not be affected hereby.

m). Nondiscrimination Clause

1). The conduct of the parties to this subgrant agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated there under and the provisions of WIOA, Section 188.

(a). As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I - financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements that grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

(b). This Subrecipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the subgrant agreement.

(c). This Subrecipient agrees to conform to nondiscrimination provisions of the WIOA and other federal nondiscrimination requirements as referenced in WIOA Section 188.

n). Indemnification:

1). The following provision applies only if the Subrecipient is a governmental entity:

Pursuant to California Government Code Section 895.4, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

2). The following provision applies only if the Subrecipient is a non-governmental entity:

The Subrecipient agrees to the extent permitted by law, to indemnify, defend and hold harmless the Pass-through Entity, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Subrecipient in the performance of this subgrant agreement.

Failure to comply with all requirements of the certifications may result in suspension of payment under this subgrant agreement or termination of this subgrant agreement or

both, and the Subrecipient may be ineligible for award of future state subgrant agreements/contracts if the Pass-through Entity determines that any of the following has occurred: (1) false information on the certifications, or (2) violation of the terms of the certifications by failing to carry out the requirements as noted above.

- o). Salary and Bonus Limitations: In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, shall be used by a recipient or Subrecipient 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, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in Uniform Guidance 2 CFR Part 200, and the DOL Exceptions 2 CFR Part 2900. 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 States, the compensation levels for programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter Number 5-06 for further clarification.

The incurrence of costs and receiving reimbursement for these costs under this award certifies that your organization has read the above special condition and is in compliance.

- p). Federal Funding Accountability and Transparency Act (FFATA): As required by the FFATA, recipients of federal awards are required to report sub-award and executive compensation information. By signing this subgrant agreement the Subrecipient hereby assures and certifies to comply with the provisions of FFATA, which includes requirements referenced in Uniform Guidance 2 CFR Part 200, and DOL Exceptions 2 CFR Part 2900.
- q). AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) Subject to cease and desist order not subject to review issued pursuant to California Water Code Section 13301 for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

3. Standards of Conduct

The following standards apply to all Subrecipients:

- a). General Assurance: Every reasonable course of action will be taken by the Subrecipient in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This subgrant agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. The Subrecipient agrees to conform to the nondiscrimination requirements as referenced in WIOA Section 188.
- b). Avoidance of Conflict of Economic Interest: An executive or employee of the Subrecipient, an elected official in the area or a member of the Local Board, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Subrecipient or Pass-through Entity. Supplies, materials, equipment or services purchased with subgrant agreement funds will be used solely for purposes allowed under this subgrant agreement. No member of the Local Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

4. Coordination

Subrecipient will, to the maximum extent feasible, coordinate all programs and activities supported under this part with other programs under the WIOA, including the

Wagner-Peyser Act, Title 38 of the United States Code, and other employment and training programs at the state and local level.

Subrecipient will consult with the appropriate labor organizations and/or employer representatives in the design, operation or modification of the programs under this subgrant agreement.

5. Subcontracting

- a). Any of the work or services specified in this subgrant agreement which will be performed by other than by the Subrecipient will be evidenced by a written agreement specifying the terms and conditions of such performance.
- b). The Subrecipient will maintain and adhere to an appropriate system, consistent with federal, state and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.
- c). The system for awarding contracts will contain safeguards to insure that the Subrecipient does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

6. Insurance

Except for city and county governmental entities, Subrecipients must provide the Pass-through Entity evidence of the coverage specified in a, b, c and d below. The evidence of coverage shall include the registration number of the subgrant agreement for identification purposes.

- a). Subrecipient will obtain a fidelity bond in an amount of not less than _____, prior to the receipt of funds under this subgrant agreement. If the bond is canceled or reduced, Subrecipient will immediately notify the Pass-through Entity. In the event the bond is canceled or revised, the Pass-through Entity will make no further disbursements until it is assured that adequate coverage has been obtained.
- b). Subrecipient will provide general liability insurance with a combined limit of \$1,000,000, or public liability and property damage coverage with a combined limit of not less than \$1,000,000.
- c). Subrecipient will provide broad form automobile liability coverage with limits as set forth in (b) above, which applies to both owned/leased and non-owned automobiles used by the Subrecipient or its agents in performance of this subgrant agreement. Or, in the event that the Subrecipient will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this subgrant agreement, Subrecipient will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.
- d). Subrecipient will provide worker's compensation insurance, which complies with provisions of the California Labor Code, covering all employees of the Subrecipient and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (Section 3350, et seq. of the California Labor Code) for worker's compensation.
- e). The Pass-through Entity will be named as "Certificate Holder" of policies secured in compliance with paragraphs 6(a-d) above and will be provided certificates of insurance or insurance company "binders" prior to any disbursement of funds under this subgrant agreement, verifying the insurance requirements have been complied with. The coverage noted in paragraphs 6(b) and 6(c) above must contain the following clauses:

- (1). Insurance coverage will not be canceled or changed unless 30 days prior to the effective date of cancellation or change written notice is sent by the Subrecipient to:

Employment Development Department
Central Office Workforce Services Division
Financial Management Unit
P. O. Box 826880, MIC 69
Sacramento, CA 94280-0001

- (2). State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this subgrant agreement are concerned.
- (3). The State of California is not responsible for payment of premiums or assessments on this policy.

7. Resolution

A county, city, district or other local public body must provide the state with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of this subgrant agreement. Preferably resolutions should authorize a designated position rather than a named individual.

8. Funding

It is mutually understood between the parties that this subgrant agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the subgrant agreement was executed after that determination was made.

This subgrant agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate state fiscal years covered by this subgrant agreement for the purposes of this program, and (2) sufficient funds available to the state by the United States Government for the fiscal years covered by this subgrant agreement for the purposes of this program. In addition, this subgrant agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this subgrant agreement in any manner.

- a). At the expiration of the terms of this subgrant agreement or upon termination prior to the expiration of this subgrant agreement, funds not obligated for the purpose of this subgrant agreement will be immediately remitted to the Pass-through Entity, and no longer available to the Subrecipient.
- b). The Pass-through Entity retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Subrecipient is given prompt notice and the opportunity for an informal review of the Pass-through Entity's decision. The EDD Chief Deputy Director or his designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of the Subrecipient or a Subcontractor of the Subrecipient to comply with the provisions of this subgrant agreement, or with the WIOA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.
- c). The local Chief Elected Official (CEO) of a unit of general local government designated as a Local Workforce Development Area (Local Area) shall be liable to the EDD for all funds not expended in accordance with WIOA, and shall return to the EDD all of those funds. If there is more than one unit of general local government in a Local Area, the CEO(s) will be the individual(s)

designated under an agreement executed by the CEO(s) of the local units of government. The CEO(s) designated under the agreement shall be liable to the EDD for all funds not expended in accordance with the WIOA, and shall return to the EDD all of those funds.

9. Accounting and Cash Management

- a). Subrecipient will comply with controls, record keeping and fund accounting procedure requirements of WIOA, federal and state regulations, and directives to ensure the proper disbursement of, and accounting for, program funds paid to the Subrecipient and disbursed by the Subrecipient, under this subgrant agreement.
- b). Subrecipient will submit requests for cash to coincide with immediate cash needs and assure that no excess cash is on deposit in their accounts or the accounts of any sub-contracting service provider in accordance with procedures established by the Pass-through Entity. Failure to adhere to these provisions may result in suspending cash draw down privileges and providing funds through a reimbursement process.
- c). The Pass-through Entity retains the authority to adjust specific amounts of cash requested if the Pass-through Entity's records and subsequent verification with the Subrecipient indicate that the Subrecipient has an excessive amount of cash in its account.
- d). Income (including interest income) generated as a result of the receipt of WIOA activities, will be utilized in accordance with policy and procedures established by the Pass-through Entity. Subrecipient will account for any such generated income separately.
- e). Subrecipient shall not be required to maintain a separate bank account but shall separately account for WIOA funds on deposit. All funding under this subgrant agreement, will be made by check or wire transfer payable to the Subrecipient for deposit in Subrecipient's bank account or city and county governmental bank accounts. To provide for the necessary and proper internal controls, funds should be withdrawn and disbursed by no less than two representatives of the Subrecipient. The Pass-through Entity will have a lien upon any balance of WIOA funds in these accounts, which will take priority over all other liens or claims.

10. Amendments

This subgrant agreement may be unilaterally modified by the Pass-through Entity under the following circumstances:

- a). There is an increase or decrease in federal or state funding levels.
- b). A modification to the Subgrant is required in order to implement an adjustment to a Subrecipient's plan.
- c). Funds awarded to the Subrecipient have not been expended in accordance with the schedule included in the approved Subrecipient's plan. After consultation with the Subrecipient, the Pass-through Entity has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with state and federal law, regulations and policies, reverting to the Pass-through Entity.
- d). There is a change in state and federal law or regulation requiring a change in the provisions of this subgrant agreement.
- e). An amendment is required to change the Subrecipient's name as listed on this subgrant agreement. Upon receipt of legal documentation of the name change the state will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

Except as provided above, this subgrant agreement may be amended only in writing by

the mutual agreement of both parties.

11. Reporting

Subrecipient will compile and submit reports of activities, expenditures, status of cash, and closeout information by the specified dates as prescribed by the Pass-through Entity. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this agreement will result in funds not being released.

12. Termination

This subgrant agreement may be terminated in whole or in part for either of the two following circumstances:

- a). Termination for Convenience - Either the Pass-through Entity or the Subrecipient may request a termination, in whole or in part, for convenience. The Subrecipient will give a ninety (90) calendar-day advance notice in writing to the Pass-through Entity. The Pass-through Entity will give a ninety (90) calendar-day advance notice in writing to the Subrecipient.
- b). Termination for Cause - The Pass-through Entity may terminate this subgrant agreement in whole or in part when it has determined that the Subrecipient has substantially violated a specific provision of the WIOA regulations, the Uniform Guidance 2 CFR Part 200, or implementing state legislation, and corrective action has not been taken.
 - (1). All notices of termination must be in writing and be delivered personally or by deposit in the U.S. Mail, postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U.S. Postal Service.

Notices to the Subrecipient will be addressed to:

Debra, Holmes
Director / Administrator
MENDOCINO COUNTY
631 SOUTH ORCHARD AVENUE
UKIAH, CA 95482

Notices to the Pass-through Entity will be addressed to:

Employment Development Department
Central Office Workforce Services Division
Financial Management Unit
P.O. Box 826880, MIC 69
Sacramento, CA 94280-0001

13. Records

- a). If participants are served under this subgrant agreement, the Subrecipient will establish a participant data system as prescribed by the Pass-through Entity.
- b). Subrecipient will retain all records pertinent to this subgrant agreement for a period of three years from the date of final payment of this subgrant agreement. If, at the end of three years, there is litigation or an audit involving those records, the Subrecipient will retain the records until the resolution of such litigation or audit. See 2 CFR Section 200.333-337.
- c). The Pass-through Entity and/or the DOL, or their designee (refer 2 CFR Section 200.500-521) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this subgrant agreement.

For purposes of this section, "access to" means that the Subrecipient shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this agreement. The Subrecipient shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the subgrant. Subrecipient's performance under the terms and conditions herein specified will be subject to an evaluation by the Pass-through Entity of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

14. Audits

- a). The Subrecipient will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. All governmental and non-profit organizations must follow the audit requirements (single audit or program-specific audit requirement) of Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.
- b). The Subrecipient and/or auditors performing monitoring or audits of the Subrecipient or its sub-contracting service providers will immediately report to the Pass-through Entity any incidents of fraud, abuse or other criminal activity in relation to this subgrant agreement, the WIOA, or its regulations.

15. Disallowed Costs

Except to the extent that the state determines it will assume liability, the Subrecipient will be liable for and will repay, to the Pass-through Entity, any amounts expended under this subgrant agreement found not to be in accordance with WIOA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIOA.

16. Conflicts

- a). Subrecipient will cooperate in the resolution of any conflict with the DOL that may occur from the activities funded under this agreement.
- b). In the event of a dispute between the Pass-through Entity and the Subrecipient over any part of this subgrant agreement, the dispute may be submitted to non-binding arbitration upon the consent of both the Pass-through Entity and the Subrecipient. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

17. Grievances and Complaint System

Subrecipient will establish and maintain a grievance and complaint procedure in compliance with the WIOA, the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, federal regulations and state statutes, regulations and policy.

18. Property

All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by the Subrecipient under this subgrant agreement, will be disposed of in accordance with the direction of the Pass-through Entity. In addition, any tools and/or equipment furnished to the Subrecipient by the Pass-through Entity and/or purchased by the Subrecipient with funds pursuant to this subgrant agreement will be limited to use within the activities outlined in this subgrant agreement and will remain the property of the United States Government and/or the Pass-through Entity. Upon termination of this subgrant agreement, Subrecipient will immediately return such tools and/or equipment to the Pass-through Entity or dispose of them in accordance with the direction of the Pass-through Entity.

19. Intellectual Property Provisions

a). Federal Funding

In any subgrant funded in whole or in part by the federal government, Pass-through

Entity may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the subgrant, except as provided in 37 CFR Part 401.14. However, pursuant to 29 CFR Section 97.34 the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

b). Ownership

- (1). Except where Pass-through Entity has agreed in a signed writing to accept a license, Pass-through Entity shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subrecipient or Pass-through Entity and which result directly or indirectly from this subgrant agreement.
- (2). For the purposes of this subgrant agreement Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued), copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by Pass-through Entity, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (a). For the purposes of the definition of Intellectual Property, "works" means all literary works, writings, and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.
- (3). In the performance of this subgrant agreement, Subrecipient may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this subgrant agreement. In addition, under this subgrant agreement, Subrecipient may access and utilize certain of Pass-through Entity's intellectual property in existence prior to the effective date of this subgrant agreement. Except as otherwise set forth herein, Subrecipient shall not use any of Pass-through Entity's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of Pass-through Entity. Except as otherwise set forth herein, neither the Subrecipient nor Pass-through Entity shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this subgrant agreement, Subrecipient accesses any third-party Intellectual Property that is licensed to Pass-through Entity, Subrecipient agrees to abide by all license and confidentiality restrictions applicable to Pass-through Entity in the third-party's license agreement.
- (4). Subrecipient agrees to cooperate with Pass-through Entity in establishing or maintaining Pass-through Entity's exclusive rights in the Intellectual Property, and in assuring Pass-through Entity's sole rights against third parties with respect to the Intellectual Property. If the Subrecipient enters into any agreements or subcontracts with other parties in order to perform this subgrant agreement, Subrecipient shall require the terms of the agreement(s) to include all Intellectual Property provisions of paragraph 19(a) through 19(i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to Pass-through Entity all rights, title and interest in Intellectual Property made,

conceived, derived from, or reduced to practice by the subcontractor, Subrecipient or Pass-through Entity and which result directly or indirectly from this subgrant agreement or any subcontract.

- (5). Pursuant to paragraph 19(b)(4), the requirement for the Subrecipient to include all Intellectual Property Provisions of paragraph 19(a) through 19(i) in all agreements and subcontracts it enters into with other parties does not apply to subgrant agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.
- (6). Subrecipient further agrees to assist and cooperate with Pass-through Entity in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce Pass-through Entity's Intellectual Property rights and interests.

c). Retained Rights / License Rights

- (1). Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subrecipient or Pass-through Entity and which result directly or indirectly from this subgrant agreement, Subrecipient shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this subgrant agreement. Subrecipient hereby grants to Pass-through Entity, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Subrecipient's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this subgrant, unless Subrecipient assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2). Nothing in this provision shall restrict, limit, or otherwise prevent Subrecipient from using any ideas, concepts, know-how, methodology or techniques related to its performance under this subgrant agreement, provided that Subrecipient's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of Pass-through Entity or third party, or result in a breach or default of any provisions of paragraph 19(a) through 19(i) or result in a breach of any provisions of law relating to confidentiality.

d). Copyright

- (1) Subrecipient agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph nineteen (b)(2)(a) of authorship made by or on behalf of Subrecipient in connection with Subrecipient's performance of this subgrant agreement shall be deemed "works made for hire." Subrecipient further agrees that the work of each person utilized by Subrecipient in connection with the performance of this subgrant agreement will be a "work made for hire," whether that person is an employee of Subrecipient or that person has entered into an agreement with Subrecipient to perform the work. Subrecipient shall enter into a written agreement with any such person that: (i) all work performed for Subrecipient shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to Pass-through Entity to any work product made, conceived, derived from or reduced to practice by Subrecipient or Pass-through Entity and which result directly or indirectly from this subgrant agreement. Refer to 2 CFR Section 200.35
- (2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this subgrant agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Subrecipient or Pass-through Entity and which result directly or indirectly from this subgrant agreement may not be reproduced or disseminated without prior written permission from Pass-through Entity.

e). Patent Rights

With respect to inventions made by Subrecipient in the performance of this subgrant agreement, which did not result from research and development specifically included in the Subgrant's scope of work, Subrecipient hereby grants to Pass-through Entity a license as described under paragraph 19(c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the subgrant agreement's scope of work, then Subrecipient agrees to assign to Pass-through Entity, without addition compensation, all its right, title and interest in and to such inventions and to assist Pass-through Entity in securing United States and foreign patents with respect thereto.

f). Third-Party Intellectual Property

Except as provided herein, Subrecipient agrees that its performance of this subgrant agreement shall not be dependent upon or include any Intellectual Property of Subrecipient or third party without first: (i) obtaining Pass-through Entity's prior written approval; and (ii) granting to or obtaining for Pass-through Entity's, without additional compensation, a license, as described in paragraph 19(c), for any of Subrecipient's or third-party's Intellectual Property in existence prior to the effective date of this subgrant agreement. If such a license upon these terms is unattainable, and Pass-through Entity determines that the Intellectual Property should be included in or is required for Subrecipient performance of this subgrant agreement, Subrecipient shall obtain a license under terms acceptable to Pass-through Entity.

g). Warranties

(1). Subrecipient represents and warrants that:

- (a). It has secured and will secure all rights and licenses necessary for its performance of this subgrant agreement.
- (b). Neither Subrecipient's performance of this subgrant agreement, nor the exercise by either Party of the rights granted in this subgrant agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subrecipient or Pass-through Entity and which result directly or indirectly from this subgrant agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by Subrecipient.
- (c). Neither Subrecipients performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (d). It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors.
- (e). Of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
- (f). It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to Pass-through Entity in this subgrant agreement.
- (g). It has appropriate systems and controls in place to ensure that state

and federal funds will not be used in the performance of this subgrant agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(h). It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Subrecipients performance of this subgrant agreement.

(2). PASS-THROUGH ENTITY MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS SUBGRANT AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE NOW EXISTING OR SUBSEQUENTLY ISSUED.

h). Intellectual Property Indemnity

(1). Subrecipient shall indemnify, defend and hold harmless Pass-through Entity and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Subrecipient is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Subrecipient pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of Pass-through Entity's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subrecipient or Pass-through Entity and which result directly or indirectly from this subgrant agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this subgrant agreement. Pass-through Entity reserves the right to participate in and/or control, at Subrecipient's expense, any such infringement action brought against Pass-through Entity.

(2). Should any Intellectual Property licensed by the Subrecipient to Pass-through Entity under this subgrant agreement become the subject of an Intellectual Property infringement claim, Subrecipient will exercise its authority reasonably and in good faith to preserve Pass-through Entity's right to use the licensed Intellectual Property in accordance with this subgrant agreement at no expense to Pass-through Entity. Pass-through Entity shall have the right to monitor and appear through its own counsel (at Subrecipient's expense) in any such claim or action. In the defense or settlement of the claim, Subrecipient may obtain the right for Pass-through Entity to continue using the licensed Intellectual Property or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, Pass-through Entity may be entitled to a refund of all monies paid under this subgrant agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3). Subrecipient agrees that damages alone would be inadequate to compensate Pass-through Entity for breach of any term of these Intellectual Property provisions of paragraph 19(a) through 19(i) by Subrecipient. Subrecipient acknowledges Pass-through Entity would suffer irreparable harm in the event of such breach and agrees Pass-through Entity shall be entitled to obtain

equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

i). Survival

The provisions set forth herein shall survive any termination or expiration of this subgrant agreement or any project schedule.

20. Confidentiality Requirements

The State of California and the Subrecipient will exchange various kinds of information pursuant to this subgrant agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit or when the disclosure is restricted or prohibited by any provision of law. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the EDD, the California Department of Social Services, the California Department of Education, the California Department of Corrections and Rehabilitation, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs.

The Pass-through Entity and Subrecipient agree that:

- a). Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b). Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- c). The Subrecipient agrees that information obtained under this subgrant agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this agreement.
 - (1) Aggregate Summaries: All reports and/or publications developed by the Subrecipient based on data obtained under this agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
 - (2) Publication: Prior to publication, Subrecipient shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to California Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
 - (3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- d). Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
- e). The Subrecipient shall notify Pass-through Entity's Information Security Office of any actual or attempted information security incidents, within 24

hours of initial detection, by telephone at (916) 654-6231. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.

The Subrecipient shall cooperate with the Pass-through Entity in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied.

If the Subrecipient learns of a breach in the security of the system which contains confidential data obtained under this Subgrant, then the Subrecipient must provide notification to individuals pursuant to California Civil Code Section 1798.82.

- f). The Subrecipient shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Subgrant. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- g). At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- h). Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the California Civil Code, Section 502 of the California Penal Code, Section 2111 of the California Unemployment Insurance Code, Section 10850 of the California Welfare and Institutions Code and other applicable local, state and federal laws.
- i). Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- j). Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- k). If the Pass-through Entity or Subrecipient enters into an agreement with a third party to provide WIOA services, the Pass-through Entity or Subrecipient agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
- l). The Subrecipient may, in its operation of the America's Job Center of California (AJCC), permit an AJCC Operator to enter into a subcontract to manage confidential information. This subcontract may allow an individual to register for resume-distribution services at the same time the individual enrolls in CalJOBS(SM). Subrecipient shall ensure that all such subcontracts comply with the intellectual property requirements of paragraph 19 of this subgrant agreement, the confidentiality requirements of paragraph 20 of this

subgrant agreement and any other terms of this subgrant agreement that may be applicable. In addition, the following requirements must be included in the subcontracts:

- (1). All client information submitted over the internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' social security numbers must be stored in a separate database within the subcontractor's network of servers, and protected by a firewall and a secondary database server firewall or AES1 data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business, for example a resume-distribution service that provides enrollment in CalJOBS(SM), social security numbers must be destroyed within two days after the client registers for CalJOBS(SM). If a subcontractor obtains confidential information as an agent of the Subrecipient, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. Social security numbers and other client specific information shall not be retained for more than three years after a client completes services. The Subrecipient should extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case the records should be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later. See 2 CFR 200.333.
 - (2). Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
 - (3). An AJCC client must still be given the option to use the AJCC's services, including CalJOBS(SM), even if he or she chooses not to use any services of the subcontractor. This option shall be prominently, clearly and immediately communicated to the client upon registration within the AJCC or for CalJOBS(SM), the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the AJCC Operator.
 - (4). The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
 - (5). When the Pass-through Entity modifies State automated systems such as the State CalJOBS(SM) System, it shall provide reasonable notice of such changes to the Subrecipient. The Subrecipient shall be responsible to communicate such changes to the AJCC Operator(s) in the local area.
- m). Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the following are those individuals:

FOR THE PASS-THROUGH ENTITY

Name: Jaime Gutierrez
Title: Section Manager
Address: P.O. Box 826880, MIC 50
Sacramento, CA 94280-0001
Telephone: (916) 654-9699
Fax: (916) 654-9586

FOR THE SUBRECIPIENT

Name:
Title:
Telephone:
Fax:

21. Signatures

This subgrant agreement is of no force and effect until signed by both of the parties hereto. Subrecipient will not commence performance prior to the beginning of this subgrant agreement.

Contact information for the awarding official of the Pass-through Entity:

Name: Jose Luis Marquez
Title: Division Chief
Address: P.O. Box 826880, MIC 50
Sacramento, CA 94280-0001

Subrecipient Information Change Form – Type 1

Local Area

Non-Local Area

Entity Name		Entity Site Address		
Entity Mailing Address		Main Public Phone		
Entity Director/Administrator				
Salutation	First	MI	Last	Title
Address				
Phone		Fax	E-Mail Address	

Entity Director/Administrator Alternate				
Salutation	First	MI	Last	Title
Address				
Phone		Fax	E-Mail Address	

Local Area Only:				
Local Workforce Development Board Chair				
Salutation	First	MI	Last	Title
Board Name				
Address				
Phone		Fax	E-Mail Address	

Chief Elected Official				
Salutation	First	MI	Last	Title
Organization Name				
Address				
Phone		Fax	E-Mail Address	

Please check applicable entity type:

- Government Entity
- State Agency
- Private Entity

Printed Name Title

Signature Date

Subrecipient Information Change Form – Type 2

Local Area

Non-Local Area

Entity Name

Entity Website Address

Management Information System Administrator

Salutation	First	MI	Last	Title
Address				
Phone		Fax		E-Mail Address

Management Information System Alternate

Salutation	First	MI	Last	Title
Address				
Phone		Fax		E-Mail Address

Fiscal Administrator

Salutation	First	MI	Last	Title
Address				
Phone		Fax		E-Mail Address

Fiscal Administrator Alternate

Salutation	First	MI	Last	Title
Address				
Phone		Fax		E-Mail Address

Local Area Only:

Rapid Response Coordinator

Salutation	First	MI	Last	Title
Address				
Phone		Fax		E-Mail Address

Printed Name Title

Signature Date

America's Job Center of CaliforniaSM

Change Form – Type 3

I. Please enter current information prior to any changes

Effective Date of Change: _____

County Location: _____

Office Name: _____

Street Address: _____

City: _____

Zip Code: _____

Operating under Local Area/LWDB: _____

EDD Staff: Yes No
 Veteran Rep: Yes No

II.

ITEM NO.	Action Codes			New Information (type or print)
	A	C	D	
1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Name, Physical Address, City, State, And Zip
2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Mailing Address (if different)
3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	County
4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Public Phone
5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Public Fax
6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TTY Number
7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hours
8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Service Level
9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Web Site Address
10 (not for publication)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Office/Site Manager
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Email Address
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Phone Number

Key: A= Add, C= Change, D= Delete

III.

Approval

Contact Name (if different from item 10 above)	Phone	Email
Office Manager/Administrator (print name and title)	Signature	Date

FEDERAL INFORMATION FORM

To be completed for each Subrecipient.

Return to:

Attention: *Contracts Analyst
Financial Management Unit
Workforce Services Division
P.O. Box 826880, MIC 69
Sacramento, CA 94280-0001*

Subrecipient Name _____

Subrecipient Address _____

Subrecipient CalJOBSSM Code (3 letters) _____

Employer Identification Number (EIN)/Federal Tax Identification Number
(Refer to www.irs.gov) _____

Data Universal Numbering System (DUNS) also known as the Unique Entity Identifier
(Refer to [WSD15-20](#)) _____

Indirect Cost Rate (ICR)

1. Will Subrecipient use an ICR? (Yes or no) _____
2. Has the Subrecipient negotiated an ICR with the Department of Labor?
(Yes or no) _____ If so, what is the rate? _____
3. Or does the Subrecipient plan on using the De Minimis? (Yes or No) _____
4. Subrecipient's Fiscal Year End (ex. 06/30/2016) _____

Person to contact regarding this form _____

Phone Number (____) _____

Date _____

CalJOBS USER REGISTRATION FORM

Send completed form with original signature to:
AND
 Employment Development Department
 Fiscal Programs Division, MIC 70
 Cash Control Unit
 P. O. Box 826217
 Sacramento, CA 94230-6217

Fax: (916) 654-7537
 Phone (916) 654-7868

Email a PDF of the signed form to:
CalJOBSCashHelpDesk@edd.ca.gov

DATE: _____

CONTACT INFORMATION

Organization name: _____

Subgrantee code (3 characters): _____

Contact name: _____ Phone: _____

Email: _____

Mailing address: _____

Circle or bold the programs for which this office has grants:	WIA/ WIOA	Wagner- Peyser	Other
---	--------------	-------------------	-------

USER REGISTRATION

1. Enter an Action Code in the first column to designate the action you want to make.
 - A = Add a new user. The user's signature is required.
 - C = Change the status of an existing user. The user's signature is required.
 - D = Delete a user. No signature is required.
 - E = List all existing users. No signature is required.

2. Enter a User Type Code to describe the permissions you are giving the user.
 - A = User can make cash requests and enter expenditure data.
 - C = User can make cash requests only, cannot enter expenditure data.
 - E = User can enter expenditure data only, cannot make cash requests.

ACTION CODE A/C/D/E	USER TYPE CODE A/C/E	NAME	SIGNATURE	PHONE	EMAIL

CalJOBS USER REGISTRATION FORM

CASH DELIVERY INSTRUCTIONS

Complete this section of the form to provide new or updated cash delivery instructions for EDD. Complete this section only if you need to change your delivery option or your bank account information.

Use an X in the box to the left to indicate your choice:

<input type="checkbox"/>	No banking changes from the previously submitted User Registration Form
--------------------------	---

<input type="checkbox"/>	Please mail checks to the address provided in Section 1 of this form. (U.S. Mail Delivery)
--------------------------	--

<input type="checkbox"/>	<p>Please transfer cash directly to our bank account, using the information provided below. (Inter-branch & Wire Transfers)</p> <p>Bank Name: _____</p> <p>Bank Telephone: _____</p> <p>Bank Account Name: _____</p> <p>Account Number: _____</p> <p>ABA Routing Number: _____</p>
--------------------------	--

For EDD use only	Notes:
Wire Transfer Code:	
Date:	

SIGNATURE

The person signing below is designated to represent the organization and has authority to make changes to the subgrantee information provided in this form. The signature authorizes the Employment Development Department to make changes to its records as described above.

Name: _____ Date: _____

Signature: _____ Email: _____

RCS YOUTH EMPLOYMENT SERVICES
THIRD QUARTER OF FISCAL YEAR 2015-2016 SUMMARY OF ENROLLMENTS

Youth Enrollments	3rd Quarter	Year to Date	Program Goal	% of Goal
Total Youth Participants 2015-2016	-	39	35	111%
New Enrollments in 3rd Quarter	4			
Active Enrollments	10			
In Follow-Up Services	22			
Total Participants Served in the Quarter	32			

Financial / Expenditure Requirements

Work Experience (20% expenditure requirement)	\$ 10,976	\$ 13,295	\$ 40,406	33%
Out of School Youth Expenditure	\$ 39,338	\$ 130,615	75%	93%
Total Youth Funds Expended	\$ 42,822	\$ 140,270	\$ 255,403	55%

Performance Measures

Placement in Employment and Education	60%		65%	92%
Attainment of Degree or Certificate	33.33%		55%	61%
Literacy & Numeracy Gains	100%		50%	200%

Characteristics/Barriers of Youth Currently Served at Enrollment

Homeless	1	7
Pregnant or Parenting	3	11
Tested under the 9th grade level in Reading, Language or Math	3	26
Foster Child	2	6
Have a Disability	0	6
Offender	0	4
English Language Learner	0	1
Low Income	4	37
High School Drop Out	0	6

Enrollment of Program Elements

Tutoring, Study Skills Training	4	8
Alternative Secondary School Services and Dropout Recovery Services	0	0
Paid & Unpaid Work Experience	3	4
Occupational Skills Training	4	10
Education offered related to Workforce Preparation Activities and Training	3	4
Leadership Development Opportunities	1	2
Supportive Services (interview & work attire, transportation, books, etc.)	11	36
Adult Mentoring	0	4
Follow-up Services	22	29
Comprehensive Guidance & Counseling	0	1
Financial Literacy Education	0	0
Entrepreneurial Skills Training	0	0
Career Awareness, Counseling, and Exploration Services	4	12
Preparation for Transition to Post-Secondary Education or Training	0	0

RCS YOUTH EMPLOYMENT SERVICES
THIRD QUARTER OF FISCAL YEAR 2015-2016 SUMMARY OF ENROLLMENTS

Success Story

When we first met John he was homeless young man living on the streets of Ukiah. John was a regular at the Arbor Youth Resource Center and would regularly cook for other youth and help lead the Good Eats program. John's career goal is to become a cook and maybe one day to open his own restaurant. Since his enrollment in the WIOA program, John has found housing and he is currently participating in a paid Work Experience at Crush Italian Restaurant. Because John has very little experience in the restaurant industry the work experience is giving him the opportunity to learn a variety of skills. The WIOA program was also able to help John by purchasing the required work clothing and shoes that he needed to start his work experience. John plans to further his education by attending Mendocino College in the Fall where he plans to get a Culinary Arts Management Certificate. John has also participated in employability and soft skills training 'Bring Your a Game to Work'. It has been exciting to see the positive changes in his life in a short period of time and we look forward to seeing what he will accomplish in the future.

Work Experience Program

Currently we have three youth participating in a paid work experience. The positions range from Child Care Worker, Cook, and Legal Assistant. We had one youth who participated in a job shadow with the Fort Bragg Police Department because he expressed an interest in a career in law enforcement. We are currently working on getting three more started in the near future in Child Development, Mental Health Services and as a Pharmacy Technician. So far we have had a great response from the community and local businesses who are willing to participate in the WEX program and help train the youth. We are continuing to reach out to local businesses to create more opportunities for our youth participants.

RCS YOUTH EMPLOYMENT SERVICES
THIRD QUARTER OF FISCAL YEAR 2015-2016 SUMMARY OF ENROLLMENTS

ADULT AND DISLOCATED WORKER 3 YEAR AVERAGES

AVERAGE TRAINING COST PER PARTICIPANT ENROLLED IN TRAINING					
PY12/13		PY13/14		14/15	
Adult	DW	Adult	DW	Adult	DW
\$1,844	\$2,655	\$2,173	\$4,138	\$2,380	\$7,495

3 YEAR AVERAGE TRAINING COST		
Adult		DW
\$2,132		\$4,762

AVERAGE COST PER ENROLLED PARTICIPANT					
PY12/13		PY13/14		14/15	
Adult	DW	Adult	DW	Adult	DW
\$4,942	\$3,071	\$2,457	\$2,233	\$4,754	\$5,250

3 YEAR AVERAGE PER PARTICIPANT		
Adult		DW
\$4,051		\$3,518

**Mendocino Workforce Development Board Program Report
Adult and Dislocated Worker Programs 7/1/15-3/31/16**

Total Enrollments for PY 15-16	Planned	Actual	% Attained	Planned	Actual	% Attained
	ADULT			DW		
Carried in Participants from PY 14-15	N/A	37	N/A	N/A	20	N/A
New Enrolled Participants (7/1/2015-3/31/2016)	21	13	62%	40	6	15%
Enrolled Participants (new and carry-in)	60	50	83%	60	26	43%
Participants Exited to date (7/1/15-12/31/15)		20			8	
Closed Not Exited (1/1/16-3/31/16)		3			1	
Current Active Participants		27			17	
PROGRAM SERVICES						
Unique Participants receiving Basic and/or Individualized Training Services (funded and non funded)	60	51	85%	60	26	43%
	30	16	53%	25	11	44%
<i>*1 participant received 2 training services</i>						
EXIT STATUS						
Total Exitters		20	88%		8	88%
Entered Employment		14			7	
Training-related		11	79%		4	57%
Exclusionary Exit		4			0	
Exited for Other Reasons		2			1	

Follow-up 2015-2016								
Adults	July	Aug	Sept	1 QTR	Oct	Nov	Dec	2 QTR
Follow-up	21				17			
Adults	Jan	Feb	March	3 QTR	April	May	June	4 QTR
Follow-up	21							
Dislocated Workers	July	Aug	Sept	1 QTR	Oct	Nov	Dec	2 QTR
Follow-up	34				30			
Dislocated Workers	Jan	Feb	March	3 QTR	April	May	June	4 QTR
Follow-up	29							

TOTAL ALLOCATION TO THE LWIA	\$455,191	
Total Mandated Training PY 15/16	\$113,798	25%
Training Expenditures	\$26,952.55	5.9%
Leveraged Training Expenditures	\$2,702	0.59%
Total Training Expenditures	\$29,654.55	6.50%
Projections	\$32,681.00	7.2%
Total With Projections	\$62,335.55	13.70%

BUSINESS SERVICES	
Employer Contacts	92
Services Provided	451
Job Orders	78
Number job openings	128

HIRING EVENTS/JOB FAIRS	
Events	7
Job Seekers attended	69
Known hires	7

MPIC 3rd Quarter Summary Report

Report Period: 3rd Quarter 2015-2016

Report Quarter End Date: 3/31/2016

Performance Items <i>(Time Period for Cumulative Performance)</i>	Program Group	Current Quarter		Predicted Cumulative Quarters		*Local Area Performance Goals
		Value	Numerator ----- Denominator	Value	Numerator ----- Denominator	
Total Participants <i>(7/1/2015 to 3/31/2016)</i>	Total Adult Participants	498		1819		<i>*WSD15-16 dated 2/5/2016</i>
	Total Adults (self-service Only)	446		1743		
	WIOA Adults	34		50		
	WIOA Dislocated Workers	18		26		
	Received Training Services	23		26		
	WIOA Adults	15		15		
	WIOA Dislocated Workers	8		11		
Total Exiters <i>(7/1/15 to 12/31/2015)</i>	Total Adult Exiters	272		1261		
	Total Adults (self-service Only)	258		1237		
	WIOA Adults	11		16		
	WIOA Dislocated Workers	3		8		
Entered Employment Rates <i>(7/1/2014 - 6/30/2015)</i>	Adults	0.00%	0 ----- 0	100.0%	5 ----- 5	72.5%
		100.00%	10 ----- 10		94.1%	
	Dislocated Workers	100.00%	1 ----- 1	93.3%	14 ----- 15	73.0%
		85.71%	6 ----- 7		80.0%	
Retention Rates <i>(1/1/2014 - 12/31/2014)</i>	Adults	100.00%	5 ----- 5	100.00%	23 ----- 25	81.0%
		100.00%	6 ----- 6		100.00%	
	Dislocated Workers	100.00%	6 ----- 6	100.00%	21 ----- 21	79.0%
		100.00%	6 ----- 6		100.00%	
Average Earnings <i>(1/1/2014 - 12/31/2014)</i>	Adults	\$20,372.70	\$101,863.48 ----- 5	\$ 18,771.55	\$ 394,202.54 ----- 21	\$ 13,500.00
		\$17,127.01	\$85,635.03 ----- 5		\$ 19,966.53	\$ 379,364.16 ----- 19
	Dislocated Workers	\$17,127.01	\$85,635.03 ----- 5	\$ 19,966.53		\$ 379,364.16 ----- 19
		\$17,127.01	\$85,635.03 ----- 5		\$ 19,966.53	\$ 379,364.16 ----- 19

January 4, 2016

Mendocino County Workforce Development Board
c/o MPIC, Inc
Attn. Debbi Purcell
631 South Orchard Avenue
Ukiah, CA 95482

To Whom It May Concern:

My name is Esperanza Fausto and I currently work at Hillside Health Center (MCHC) as a License Vocational Nurse.

Becoming a nurse had been a long time goal of mine. In 2012, I was given the opportunity to attend the Ukiah Adult Schools Vocational Nursing (LVN) Program. Being that I was the primary income winner of my household of six it would have been very difficult for me to attend the program.

I reached out to MPIC for their assistance, and their Training Specialists were amazing. MPIC, WIA and Workforce Development Board provided me with the resources I needed to become a successful student. In 2014, I graduated from the program and passed the National Council Licensure Examination (NCLEX).

Since becoming an LVN many opportunities have been presented to me. Not only has MPIC had an impact on me, but as well as my family.

I will be forever grateful to MPIC for their frequent check-ins and support I recieved and continue to receive. If I didn't not receive the support from MPIC and their Training Specialist's I would not be where I am today.

Thank you,

Esperanza Fausto

Mendocino Private Industry Council, Inc. (MPIC) Fort Bragg Operations

Fort Bragg One-Stop Customer Information	Apr- 15	May- 15	Jun- 15	Jul- 15	Aug- 15	Sep- 15	Oct- 15	Nov- 15	Dec- 15	Jan- 16	Feb- 16	Mar- 16	Apr- 16
Unique Customers	84	89	73	84	*1	14	11	42	58	81	73	73	52
Total Visits	180	172	167	137	*1	96	77	69	96	116	107	98	87

*MPIC closed operations at 310 E. Redwood Ave. on July 31, 2015 and relocated to the Mendocino College Coast Center at 1211 Del Mar Drive, opening their doors on August 24, 2015. One-Stop services were not available on the coast for the majority of August 2015.

Enrolled Individuals - By Zip Code

- Active: 07/01/2015 to current
 - Report Type: Workforce Innovation and Opportunity Act (WIOA) Program
 - Customer Group: Adult, Dislocated Worker (DW), Statewide Rapid Response Additional Assistance DW
 - Region/LWIA Name: County of Mendocino

Zip Code	City	State	Country	Total Individuals	% Total
95437 CA US	Fort Bragg	CA	US	8	10.00%
95460 CA US	Mendocino	CA	US	2	2.50%
95482 CA US	Ukiah	CA	US	42	52.50%
95490 CA US	Willits	CA	US	9	11.25%
95470 CA US	Redwood Valley	CA	US	4	5.00%
95449 CA US	Hopland	CA	US	4	5.00%
84098 UT US	Park City	UT	US	1	1.25%
93108 CA US	Santa Barbara	CA	US	1	1.25%
95415 CA US	Boonville	CA	US	1	1.25%
95418 CA US	Calpella	CA	US	1	1.25%
95425 CA US	Cloverdale	CA	US	1	1.25%
95428 CA US	Ukiah	CA	US	1	1.25%
95453 CA US	Lakeport	CA	US	1	1.25%
95469 CA US	Potter Valley	CA	US	1	1.25%
95481 CA US	Talmage	CA	US	1	1.25%
95485 CA US	Upper Lake	CA	US	1	1.25%
95494 CA US	Yorkville	CA	US	1	1.25%
				80	100%

3 of the 10 individuals enrolled at the Fort Bragg office have been enrolled within the last 4 months.

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of _____, 2016, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", the MENDOCINO COUNTY WORKFORCE DEVELOPMENT BOARD, hereinafter referred to as the "WDB" and Mendocino Private Industry Council, Inc. hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its employment and training services for adults, dislocated workers and businesses, hereinafter referred to as "SERVICES" per the Workforce Innovation and Opportunity Act (WIOA); and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY and the WDB.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Assurance of Compliance with Nondiscrimination
- Appendix A Certification Regarding Debarment, Suspension, and other Responsibility Matters – lower tier covered transactions

The term of this Agreement shall be from July 1, 2016 through June 30, 2017.

The compensation payable to CONTRACTOR hereunder shall not exceed [Spelled out Contract Amount] (\$[Numerical Amount]) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD DATE

Budgeted: Yes No

Budget Unit: _____

Line Item: _____

Grant: Yes No

Grant No.: _____

CONTRACTOR/COMPANY NAME

By: _____

NAME AND ADDRESS OF CONTRACTOR:

COUNTY OF MENDOCINO

By: _____
DAN GJERDE, Chair
BOARD OF SUPERVISORS

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: _____
Deputy

INSURANCE REVIEW:

RISK MANAGER

By: _____
ALAN D. FLORA, Risk Manager

FISCAL REVIEW:

By: _____
Deputy CEO/Fiscal

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: _____
CARMEL J. ANGELO, Chief Executive Officer

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the CONTRACTOR'S performance or its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of its obligations under this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by

COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

- c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.
7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby agrees to provide to a private, not-for-profit, successor and if there is none then assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

CONTRACTOR shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the CONTRACTOR and incorporated into the work as set forth in Exhibit "A", and

shall defend, indemnify and hold the COUNTY harmless from any claims for infringement of patent or copyright arising out of such selection.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Workforce Development Board
631 S. Orchard Ave.
Ukiah, CA 95482
Attn: WDB Administrator

To CONTRACTOR: Mendocino Private Industry Council, Inc.
631 S. Orchard Ave.
Ukiah, CA 95482
ATTN: Executive Director

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all federal and state laws pertaining to equal employment opportunity and that it shall not engage in any unlawful discrimination.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor.
 - b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin,

cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.
16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement,

all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.

18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR prior written notice. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its employment and training services shall not exceed \$629,191 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a

waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. **ASSURANCE OF PERFORMANCE:** If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.

- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. CONTRACTOR shall use subcontractors identified in Exhibit "A" and shall not substitute subcontractors without COUNTY's prior written approval.
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. PATENT AND COPYRIGHT INDEMNITY: CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONTRACTOR Products") provided to COUNTY under this Agreement infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless COUNTY of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.
 - a. COUNTY will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without COUNTY's prior written consent, to any settlement, which would require COUNTY to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.
 - b. If CONTRACTOR is obligated to defend COUNTY pursuant to this Section 32 and fails to do so after reasonable notice from COUNTY, COUNTY may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to COUNTY any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with COUNTY's defense

and/or settlement of such proceeding.

- c. In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.
- d. Notwithstanding this Section 32, COUNTY retains the right and ability to defend itself, at its own expense, against any claims that CONTRACTOR Products infringe any patent, copyright, or other intellectual property right.

33. OTHER AGENCIES:

Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The CONTRACTOR is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the CONTRACTOR elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

A. ADULT/DISLOCATED WORKER PROGRAM SERVICES

1. Provide Universal Access to Career Services which include informational and self-service activities and may be available physically or electronically. Provide Career Services to eligible, enrolled customers. (per the Workforce Innovation and Opportunity Act, WIOA Law H.R. 803, Section 134) at physical locations in both Fort Bragg and Ukiah [d1]
 - a. Labor exchange tools to include Employment Development Department (EDD) New CalJOBS internet access.
 - b. Computer applications software
 - c. Résumé writing software
 - d. Career exploration software
 - e. Job, career, and skill self-assessment tools
 - f. Career, job, and labor market information
 - g. Career planning information
 - h. Job search information
 - i. Interviewing information
 - j. Information on writing résumés and cover letters
 - k. Information on job retention
 - l. Eligibility determination for additional services through the Workforce Innovation and Opportunity Act (WIOA)
 - m. Outreach, intake processing, information on WIOA and partner services available within the Mendocino Works One-Stop system aka America's Job Center of California.
 - n. Initial assessment including skill levels supportive service needs
 - o. Job search and placement assistance
 - p. Provision of employment statistics for the labor market area
 - q. Job vacancy listings
 - r. Information on skills requirements for occupations
 - s. Local occupations in demand, earnings and skill requirements for jobs
 - t. Performance and cost information on training providers in the area
 - u. Labor Market Information
 - v. Access to EDD Wagner-Peyser services
 - w. Internet access, including career and job search
 - x. Access to computers with resume-writing programs
2. Provide Career Services to WIOA registered customers as follows:
 - a. Comprehensive assessment
 - b. Comprehensive Case Management
 - c. Specialized assessment
 - d. In-depth interviewing and evaluation to identify employment barriers and appropriate goals

EXHIBIT A – Page 2
DEFINITION OF SERVICES

- e. Career Planning and the development of the Individual Employment Plan (IEP)
 - f. Customer-centered case management
 - g. Individual or group job and career counseling
 - h. Access to support services through the One-Stop partners or under WIOA
 - i. Work Experience Contracts
 - j. Short – term prevocational services
3. Provide Training Services to WIOA registered customers as follows:
- a. Skill upgrading and retraining
 - b. GED and basic skills
 - c. Job readiness
 - d. Vocational and Occupational skills
 - e. Entrepreneurial training
 - f. Customized training
4. Contractor will serve seventy (70) Dislocated Workers and sixty (65) Adults. [d2]
- B. Management Information System (MIS)/Participant Performance Reporting/~~Cross Training~~ [d3]
1. Review and enter all completed WIA/WIOA forms in the State EDD Workforce Services Division case management system, The New CalJOBS, to ensure real time data is available to the WDB and State. Ensure accuracy prior of data transfer from the CalJOBS system to EDD, per State requirements.
 2. Produce and provide monthly CalJOBS\VOS [d4] reports. Produce and provide CalJOBS reports to the WDB/County Administrative Staff. The universal access reports for each center shall include numbers indicating the following:
 - a. Unique customers
 - b. Total customers
 - c. Total customer services
 - d. Partner customers
 - e. Employer visits
 - f. Employer services
 3. Provide file review to ensure that all Federal, State and Local guidelines and policies are being followed.
 4. Maintain in-house hard copy files for all registered participants containing:
 - a. All required eligibility and supportive service documentation
 - b. MIS forms
 - c. IEP for adults

EXHIBIT A – Page 3
DEFINITION OF SERVICES

- d. Approved Individual Training Accounts (ITA) documentation progress reports, and time and attendance if receiving training
- e. Case notes (electronic file acceptable)

- 5. Provide files to WIOA Administrative Agency Staff for yearly Local and State monitoring.

C. MANAGEMENT OF PROGRAM BUDGET

- 1. The total allocation will be expended to deliver the Program services as specified within Exhibit B of the Contract per the Workforce Innovation and Opportunity Act and delineated in sections A and B above.
 - a. Actual vs. Budget by fund and service component
 - i. Analyze the current expenditures compared to budgeted amounts.
 - ii. Make adjustments as necessary to assure projected expenses are allowable and within funding levels.
 - iii. Create and present monthly budget to actual report to the WDB/County Administrative Unit.
 - iv. Present all budgets and budget revisions for approval to the report to the WDB/County Administrative Unit.^[d5]
 - b. Analyze year-to-date expenditures to assure that they are accurate and allowable, and are within funding levels.
- 2. Perform duties and functions as necessary to perform:
 - a. Staff and participant payroll
 - b. Accounts payable
 - c. Accounts receivable
- 3. Reporting
 - a. Submit monthly Expenditure reports to the WDB/County Administrative staff with back-up documentation^[d6] and invoices broken out by appropriate cost categories per the schedule delineated in Exhibit B of the contract.
 - b. Submit information as requested by the Administrative Agency, State EDD and the Workforce Investment Board to comply with Local and State requirements.
- 4. Annual CONTRACTOR, Corporation Reports shall be submitted per State and Federal law.
- 5. WIA/WIOA Purchased Property
 - a. An inventory of WIA/WIOA purchased property located at all One-Stop centers will be checked once per year and submitted to the Administrative Staff.
 - b. All WIA/WIOA purchased property will be maintained as needed.

EXHIBIT A – Page 4
DEFINITION OF SERVICES

6. Maintain records and access to records per the WIA/WIOA regulations.
7. Provide WDB/County administrative staff with program data as needed for State mandated reports, surveys or compliance reviews.
8. Provide data for applications for funding opportunities to the WIOA Administrative Agency.

D. MARKETING

1. Create and maintain a website with information detailing all program services and include the America’s Job Center’s logo and the WDB logo with along with a statement referencing funding from the County/WDB. The WDB logo is to minimally of the same size and placement as contractors logo on all marketing materiel including web-site.
2. Provide written material in English and Spanish

E. PERFORMANCE MEASURES (ADULTS AND DISLOCATED WORKERS)

The Contractor will meet but not exceed all adult and dislocated worker performance measures as they are developed in negotiation with: the State Employment Development Department, Workforce Services Division, the Chief Local Elected Officials and the Mendocino County Workforce Investment Board.

Performance Measures PY 2016-2017*	
Adults	
Entered Employment Rate	72.5%
Retention Rate	81%
Average Earnings	\$13,500
Dislocated Worker	
Entered Employment Rate	73%
Retention Rate	79%
Average Earnings	\$14,900

**Performance measures listed are from the final PY 2014-2015 performance results posted in WSD 15-16, dated February 5, 2016 and will serve as the target for PY 2016-17, with the understanding they may be amended by the State*

**EXHIBIT B
PAYMENT TERMS**

COUNTY/WDB will pay CONTRACTOR as per the following instructions:

Workforce Innovation and Opportunity Act*		
Adult *		
7/1/2016 through 9/30/2017 - Round 1	\$ 28,600	
10/1/2016 through 6/30/2017- Round 2	\$ 168,131	
Program Year(PY) 15/16 Carry-Forward **	\$ 52,000	
		\$ 248,731
Dislocated Workers *		
7/1/2016 through 9/30/2017 – Round1	\$ 34,355	
10/1/2016 through 6/30/2017 – Round 2	\$ 161,310	
Program Year(PY) 15/16 Carry-Forward **	\$ 32,000	
		\$ 227,665
Rapid Response ***		
7/1/2016 through 9/30/2017 - Round 1	\$ 19,000	
10/1/2016 through 6/30/2017- Round 2	\$ 99,595	
		\$ 118,595
Lay-Off Aversion ***		
7/1/2016 through 9/30/2017 - Round 1	\$ 5,200	
10/1/2016 through 6/30/2017 - Round 2	\$ 29,000	
		\$ 34,200
Total Funding		\$ 629,191

* Adult and Dislocated Worker funds are determined per the Employment Development Department, Workforce Services Division; Information Notice WSIN15-45 dated April 21,2016. First quarter limitations are imposed by the DOL.

** Carry-Forward amounts are an estimate and are subject to change.

***Rapid Response and LayOff Aversion funds are an estimates and will require adjustment through an amendment upon receipt of the allocation from the State Employment Development Department, Workforce Services Division.

1. CONTRACTOR shall submit invoices that include actual expenditures per 20 CFR Section 667.220. Bi-weekly expense invoices will be submitted no later than 5:00 p.m. on dates scheduled by the WIOA Administrator. **Bi-Weekly invoicing may move to monthly invoicing after 30 day notice to CONTRACTOR_[d8].**
2. Monthly participant funding projections and obligation reports are to be submitted with the expense invoice.
3. Late submittals may result in delay of payment.
4. Job costing reports and payroll registers will be submitted each pay period.

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Agreement by CONTRACTOR.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONTRACTOR'S and subcontractors' employees.

CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D
CONTRACTOR ASSURANCE OF COMPLIANCE WITH
THE MENDOCINO COUNTY
PLANNING AND BUILDING SERVICES AGENCY

**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

NAME OF CONTRACTOR: Mendocino Private Industry Council, Inc.

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date
631 S. Orchard Ave. Ukiah, CA 95482
Address of CONTRACTOR

CONTRACTOR Signature

Appendix A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 **Federal Register** (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
 - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Candy De Los Santos

(Type Name)
Executive Director

(Title)

(Signature)

Mendocino Private Industry Council, Inc.

(Organization Name)
631 S. Orchard Ave. Ukiah, CA 95482

(Organization Address)

(Date)



WIB Policy 37 - Attachment A Request for Letter of Support

DATE 4/28/2016

PERSON MAKING REQUEST Candy De Los Santos ENTITY/AGENCY NAME MPIC, Inc.

EMAIL ADDRESS candy@mpic.org PHONE 707 467=5911

DATE ON WHICH LETTER OF SUPPORT IS NEEDED 5/10/16

PARTNER ENTITIES, IF ANY _____

ESTIMATED TOTAL COST OF PROJECT \$270,000

SUMMARY OF PROJECT TO BE FUNDED:

OBJECTIVE

The objective of the project (RFP No. SS-16-001-RFP): to develop job placements within Mendocino County and match CalWORKs Job Services Welfare to Work participants with appropriate employers and subsidized employment under their Expanded Subsidized Employment (ESE Services. When a participant is ready for placement, County Employment Services staff will refer participants to the MPIC job developer. The job developer is responsible for employer contact and relations, job coaching, unsubsidized job search and placement of participants into subsidized (for up to 6 months at a time) employment. The job developer will work with local businesses, nonprofit agencies, and community colleges in all locations of Mendocino County, to cultivate job opportunities; and will act as a liaison between the employer and the participant throughout the subsidized placement process.

TARGET GROUP

Mendocino County CalWORKs job services Welfare to Work participants eligible for job development services under the Expanded Subsidized Employment (ESE) Services program.

TIME FRAME OF FUNDING SOURCE

July 1, 2016-June 30, 2017 with potential for up to 2 year extension.

MENDOCINO WIB LETTERHEAD

May 10, 2016

Mendocino County
Health and Human Services Agency
P.O. Box 1060
747 South State Street, CA 95482

Attention: Bev Rae

Reference: Expanded Subsidized Employment (ESE) Services - RFP No. SS-16-001-RFP
Mendocino Private Industry Council, Inc. (MPIC)

Dear Ms. Rae:

The Mendocino Workforce Investment Board fully supports the Mendocino Private Industry Council, Inc.'s RFP grant proposal to provide Expanded Subsidized Employment (ESE) Services for Mendocino County's Health and Human Services Agency.

MPIC has provided workforce programs and services for over 25 years, first under the Job Partnership Training Act (JTPA); then under Workforce Investment Act (WIA) and currently under the Workforce Investment Opportunity Act (WIOA).

MPIC's valuable programs and services, delivered through our America's Job Centers in Mendocino County, assist and support economically disadvantaged adults, dislocated workers and adult youth overcome barriers that prevent them from attaining meaningful employment. WIOA offers a myriad of programs and services that may include assessment, development of an employment plan, additional education to address learning or skills deficiencies, or provide job skills upgrading through work experience, or placement into actual on-the-job training with local employers. Whatever the process, most participants will work closely with a case manager and will also receive job development services to assure that the participant is successful in either achieving a career path or placement into unsubsidized employment that provides a livable wage. MPIC also works closely with co-located partners, making referrals as needed for some participants who may have additional needs.

I fully support MPIC's proposal and believe that if they are selected you will be inspired by their commitment and sense of mission. Please feel free to contact me at 707-xxx-xxxx. Thank you for the opportunity to provide our input.

Sincerely,

John Kuhry, Chair
Mendocino Workforce Investment Board

Mendocino County Workforce Development Board

Meetings Schedule

PY 2016/2017

<i>Month</i>	<i>Workforce Development Board</i>	<i>Executive Committee</i>	<i>Youth Committee</i>
<i>July</i>	Wed., July 16, 2016 1:15 p.m.		
<i>August</i>		Wed., Aug. 10, 2016 11:30 a.m.	Mon., Aug. 1, 2016 3:00 p.m.
<i>September</i>	Wed., Sept. 14, 2016 1:15 p.m.		
<i>October</i>		Wed., Oct. 12, 2016 11:30 a.m.	Mon., Oct. 3, 2016 3:00 p.m.
<i>November</i>	Fri., Nov. 9, 2016 1:15 p.m.		
<i>December</i>			Mon., Dec. 5, 2016 3:00 p.m.
<i>January</i>	Wed., Jan. 11, 2017 1:15 p.m.		
<i>February</i>		Wed., Feb. 8, 2017 11:30 a.m.	
<i>March</i>	Wed., Mar. 8, 2017 1:15 p.m.		Mon., Mar. 6, 2017 3:00 p.m.
<i>April</i>		Wed., Apr. 12, 2017 11:30 a.m.	
<i>May</i>	Wed., May 10, 2017 1:15 p.m.		Mon., May 5, 2017 3:00 p.m.
<i>June</i>		Wed., June 14, 2017 11:30 a.m.	

Note: All meeting dates are subject to change

MENDOCINO COUNTY
WORKFORCE DEVELOPMENT~~INVESTMENT~~ BOARD

Workforce Development~~Investment~~ Board/Local Elected Official/-
Administrative Staff Partnership Agreement

THIS AGREEMENT is made and entered into as of the ____ day of____, by and among the COUNTY OF MENDOCINO, a political subdivision of the State of California (hereinafter "County"), the WORKFORCE DEVELOPMENT~~INVESTMENT~~ BOARD OF MENDOCINO COUNTY (hereinafter "WDIB") and the MENDOCINO COUNTY DEPARTMENT OF PLANNING AND BUILDING SERVICES (hereinafter "PBS")

The Parties Agree that:

A.—THE DUTIES OF THE WDIB SHALL BE:

1. Developing the Local Area's 45-year Local Plan and, as part of a regional planning area, assists in the development of a Regional Plan with the WDBs identified within the planning region~~workforce investment plan~~; [d1]
2. Subject to the approval of the Board of Supervisors, selecting of the One-Stop Operator, youth service providers, training providers and careerintensive services providers [d2];
3. Subject to the approval of the Board of Supervisors, developing a budget for the Mendocino County Workforce Development Investment System;
4. Program oversight;
5. Subject to the approval of the Board of Supervisors, negotiating and reaching agreement on local performance measures with the Governor;
6. Assisting the State in developing the Statewide employment statistics system described in the Workforce Innovation and Opportunity Act (WIOA) Law, Section 30315 (e) of the Wagner-Peyser Act;
7. Coordinating workforce developmentinvestment activities with education providers [d3], economic development strategies, and economic development agencies within the County and Regi [d4]on;
8. Ensuring the effective provision of convening, meeting, coaching and brokering and leveraging [d5] economic development and workforce development activities within the County and Region;
9. The Workforce Development Board shall lead efforts locally and regionally in Employer Engagement and Career Pathway Development as described in the WIOA Law Section 107 (d)(4) and (5);
10. The Workforce Development Board shall lead efforts to identify and promote Proven and Promising Practices in the local area as described in the WIOA Law Section 107 (d)(6); and maximize the use and accessibility of Technology as described in the WIOA Law Section 107 (d)(7); [d6]
11. The Workforce Development Board shall annually assess the physical and programmatic accessibility, in accordance with the WIOA Law Section 188, if applicable, and applicable provisions of the American's with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), of all one-stop centers in the local area; [d7]
129. The Workforce DevelopmentInvestment Board shall provide periodic reports to the County Board of Supervisors;
130. Workforce DevelopmentInvestment Board members will be considered County Officials for the purposes of the California Tort Claims Act;

144. The Workforce ~~Development/Investment~~ Board shall prepare Bylaws that are consistent with this Agreement.

The Bylaws shall include the requirements of the WIOA Public Law Section 107405-220, as amended, pertaining to the

membership, nomination of members, appointment of members, ~~numbers of members~~, and terms of office. The Bylaws shall be submitted to the County Board of Supervisors for adoption;

152. In addition to the State and Federal requirements for Workforce ~~Development/Investment~~ Boards, the WDIB shall

comply with the County's ordinances and administrative procedures;

163. The Workforce ~~Development/Investment~~ Board shall ~~review and approve all contracts [d8]~~ involving WIOA funds prior

to submission to the County Board of Supervisors for approval and prior to execution (excluding amendments that do not increase the annual maximum contract amount);

174. The Workforce ~~Development/Investment~~ Board shall seek additional non-WIOA funding sources, both public and

private; independently of its collaboration with the County Board of Supervisors;

185. The Workforce ~~Development/Investment~~ Board shall review and approve all contracts for non-WIOA funds.

196. Non-WIOA funds may be placed into the County treasury in an Agency Fund and withdrawn in accordance with the Treasurer's policy in effect. Ownership and control governing use of these funds is at the sole discretion of the WDIB;

2047. Represent the County at State and Federal Workforce Development functions;

2148. The Workforce Development Board shall administer programs as described in the WD/Berkforce's 4-Year/Investment Local and Regional Plans and

consistent with the WIOAAct and the Rules and Regulations promulgated to carry out the WIOAAct, as well

as other Federal, State and local laws, rules and regulations;-

2249. Participate in the selection, hiring, evaluation and retention of the WIOA Staff Services Administrator;

2320. The Workforce Development Board shall develop and manage a system to hear and resolve grievances brought by

participants, vendors, and other interested parties, as required by the WIOAAct.

B.A. THE DUTIES OF THE COUNTY AS GRANT RECIPIENT SHALL BE:

1. The County shall act as the Grant Recipient in accordance with Section 107 (d)(12)(B)(i)117(d)(3)(B)(i) of the

WIOA/orkforce Investment Act;

2. The County shall be financially responsible to the U.S. Department of Labor and the State of California, for the administration of funds received pursuant to the requirements of the WIOAAct;

3. The County designates the PBS to act as the WIOA administrative entity and the local fiscal agent under Section 107 (d)(12)(B)(i)(II)117(d)(3)(B)(i)(II) of the WIOA/orkforce Investment Act;

4. The PBS will act as staff to the Workforce ~~Development/Investment~~ Board In accordance with Section 107 (f)(1)117(d)(3)(B)(ii) of the WIOA/orkforce Investment Act;

5. The County shall procure audits of funds as required under the WIOAAct and shall resolve questions arising from said audits;

6. Approve all leases entered into by the WDIB in which WIOA funds are used to make lease payments;

7. Approve the 4Five-year Local Strategic and Regional Plans, including subsequent Plan amendments; [d9]

8. Review and approve the WDIB operating budget annually;

9. Unless otherwise required by law or approved by the County Board of Supervisors, the County Board of Supervisors shall approve all contracts prior to execution;

10. Appoint WDIB Board members from nominations forwarded by the WDIB according to WIOA regulations and fill vacancies according to WDIB Bylaws; and

11. Perform any other duties of a WIOA grant recipient that may be required by law.

C. THE DUTIES OF THE PBS AS THE ADMINISTRATIVE STAFF TO THE WDIB AND COUNTY

SHALL BE:

1. Act as staff to the Workforce ~~Development~~~~Investment~~ Board in accordance with Section 107 (f)(1)117(d)(3)(B)(ii) of the ~~WIOA~~~~Workforce Investment Act~~;
2. Pay all claims for authorized payrolls, subcontractors and vendors;
3. Establish and provide fiscal policies and reporting procedures consistent with State and Federal guidelines and regulations for WIOA programs; .
4. Participate in all audits, including participation in the resolution of audit findings.
5. Monitor reporting of all fiscal data to the ~~S~~state and ~~F~~federal government;
6. Monitor the WIOA property management system for compliance with State, Federal and County standards;
7. Provide technical assistance to WIOA financed organizations to assist in proper management of WIOA funds;
8. Establish a monitoring plan and conduct fiscal and programmatic monitoring of all WIOA-funded contracts and activities. Monitor systems for record retention, reporting, intake, eligibility, assessment, training, placement and follow-up;
9. Oversee a financial management system to account for WIOA grant expenses that meets generally accepted accounting principles and that complies with all applicable grant regulations;
10. Prepare and file all reports, in compliance with all applicable grant regulations;
11. Conduct program evaluations and contract modifications as necessary;
12. Execute and implement all approved contracts.
13. One hundred percent (100%) of WIOA funds shall be deposited into the County treasury in a Grant Fund, funds invested in accordance with the Treasurer's Investment Policy and funds withdrawn in accordance with Mendocino County fiscal policies and procedures.
14. Represent the WDI~~B~~ at State and Federal functions;
15. Comply with required WIOA affirmative action and equal opportunity regulations;
16. Ensure program service provider achieves performance standards, as determined by WIOA on a yearly basis;
17. Perform system changes as WIOA law and regulations change;
18. Provide a regular written update of program activities to the County Local Elected Official (LEO) in the form of the WDI~~B~~ Board packet, including State and Federal reports regarding program operation and compliance;
19. Perform any other duties that may be required by law of a WIOA administrative entity; and
20. Any other services that are mutually agreed to by the parties.
21. ~~Receipt and disbursement of all funds related to program operations,~~ including collection and disposition of program income generated by program activities pursuant to Federal regulation:
22. Collection of program data necessary for management, evaluation, and the preparation of required and desired reports;
23. Contracting with vendors and agencies for services described in the ~~Local~~~~Workforce Investment~~ ~~Plan~~;
24. Determination and verification of participant eligibility as described in the ~~WIOA~~~~Act~~; and
25. Procurement and maintenance of fixed assets and expendable supplies necessary for program operation; ~~and~~

D. MODIFICATION AND TERMINATION:

1. This Agreement may be modified only by a written amendment signed by the parties;
2. In the event of any dispute, claim, question or disagreement arising out of or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle such disputes, claims, questions or disagreement. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties; and

3. The initial term of this agreement shall be for one year, thereafter, renewing itself for terms of one (1) year unless either party gives the other party ninety (90) days written notice of termination.

E. INDEMNIFICATION:

1. County agrees to indemnify and hold harmless WDB and WDB's employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of the party, its employees or agents: ·
2. WDB agrees to indemnify and hold harmless County, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of the WDB, its employees or agents;
3. Each party shall be liable for the acts, deeds or omissions of its own employees, officers, agents or contractors as required under the terms of this Agreement.

F. CONFLICT OF INTEREST:

The parties to this agreement shall adhere to the conflict of interest provisions and prohibitions contained in the ~~WIOA Workforce Investment Act~~, the California Political Reform Act of 1974 and Government Code Section 1-090 et seq. The WDB shall adopt a conflict of interest code and specify designated positions required to file financial disclosure statements and ensure members complete AB 1234 – Ethics Training for Local Officials.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands on the day and year this agreement is first below written.

**Sonoma-Mendocino Economic Development District
Comprehensive Economic Development Strategy (CEDS)
Public Workshop Notice and Agenda**

Ukiah Valley Conference Center
200 South School Street
Ukiah, CA 95482

May 18, 2016 | 8:30am-11:30am

- 8:30AM Welcome
TBD
- 8:40AM Background on Sonoma-Mendocino EDD and Sonoma-Mendocino CEDS
TBD
- 8:50AM CEDS Overview – Purpose, Process, and Outcomes
Brian Kelsey, Civic Analytics (Consultant)
- 9:10AM Preliminary Research Findings – Baseline Conditions/Stakeholder Perceptions
Brian Kelsey, Civic Analytics
- 9:50AM Strengths, Weaknesses, Opportunities, and Threats (SWOT) Assessment
Facilitated Discussion
- 11:00AM Next Steps – Getting from Research to a Strategy
- 11:20AM Public Comment Regarding Items Not on the Agenda
- 11:30AM Adjourn



860 North Bush Street, Ukiah, CA 95482
(707) 234-6650
<http://www.co.mendocino.ca.us/planning/>



MENDOCINO COUNTY BOARD OF SUPERVISORS
ONLINE AGENDA SUMMARY

BOARD AGENDA # _____

- Arrangements for public hearings and timed presentations must be made with the Clerk of the Board in advance of public/media noticing
- Agenda Summaries must be submitted no later than *noon* Monday, 15 days prior to the meeting date (along with electronic submittals)
- Send 14 complete sets (original, single-sided+13 copies) – Items must be signed-off by appropriate departments and/or County Counsel
- Transmittal of electronic Agenda Summaries and associated records must be emailed to: bosagenda@co.mendocino.ca.us
- Electronic Agenda Transmission Checklist: Agenda Summary Records If applicable, list other online information below
- Executed records will be returned to the department within one week. Arrangements for expedited processing must be made in advance

TO: Board of Supervisors **DATE:** April 28, 2016

FROM: Planning and Building Services **MEETING DATE:** _____

DEPARTMENT RESOURCE/CONTACT: Debbie Holmes **PHONE:** 467-5590 Present On Call
Steve Dunicliff **PHONE:** 234-6650

Consent Agenda Regular Agenda Noticed Public Hearing Time Allocated for Item: _____

■ AGENDA TITLE: Authorize Chair to Sign the Application for Mendocino County Local Workforce Innovation and Opportunity Act (WIOA) Local Area Recertification

■ PREVIOUS BOARD/BOARD COMMITTEE ACTIONS: Local Workforce Development Area (LWDA) local area designation last made by the Board on May 19, 2015. Resolution formally designating the workforce development board was approved by the Board on March 1, 2016.

■ SUMMARY OF REQUEST: The Workforce Innovation Opportunity Act (WIOA), was signed in to law by President Barack Obama on July 22, 2014. On May 19, 2015, the Mendocino County Board of Supervisors approved the submission of an Application for Initial Local Board Certification for Program Year 2015-16 on behalf of the Mendocino County Workforce Development Board (WDB). The WDB then submitted the request to the California Workforce Development Board for review, and subsequently received local board certification for the period of July 1, 2015, through June 30, 2016.

The WIOA Section 107 provided the criteria for the recertification of local boards. The recertification process requires the Governor to certify one Local Board for each Local Area in the state once every two years. The period for recertification is July 1, 2016 through June 30, 2018. The Governor shall approve a request made for local board recertification by any local area if the area did the following during Program Year(s) 2013-2014 and 2014-2015: 1.) Met WIOA membership requirements; 2.) Performed successfully; and 3.) Sustained fiscal integrity. Local Boards requesting recertification must also provide a status update that outlines progress made towards implementation of key WIOA provisions:

The Mendocino County LWDA meets the criteria for recertification and, at the April 10, 2015 meeting the WDB approved the recertification request. A signature of the Chairperson of the Board of Supervisors is also required by June 20, 2016 to make the request effective. Approval of the attached Local Board Recertification Request and submission to the California State Workforce Investment Board and the California State Employment Development Department will ensure that workforce development services continue to be provided to Mendocino County local area residents.

■ SUPPLEMENTAL INFORMATION AVAILABLE ONLINE AT: N/A

■ ADDITIONAL INFORMATION ON FILE WITH THE CLERK OF THE BOARD (CHECKED BY COB IF APPLICABLE):

FISCAL IMPACT:			
Source of Funding	Current F/Y Cost	Annual Recurring Cost	Budgeted in Current F/Y
N/A	0.00	0.00	Yes <input type="checkbox"/> No <input type="checkbox"/>

■ SUPERVISORIAL DISTRICT: 1 2 3 4 5 All **VOTE REQUIREMENT:** Majority 4/5ths

■ RECOMMENDED ACTION/MOTION: Authorize Chairperson to sign the Application for Mendocino

BOARD ACTION (DATE: _____): Approved Referred to _____ Other _____

RECORDS EXECUTED: Agreement: _____ Resolution: _____ Ordinance: _____ Other _____



MENDOCINO COUNTY BOARD OF SUPERVISORS

BOARD AGENDA # _____

ONLINE AGENDA SUMMARY

County Local Workforce Innovation and Opportunity Act (WIOA) Local Area Designation
as a Single County Area.

■ **ALTERNATIVES:** Do not sign the application; this alternative would make the local area ineligible for WIOA funds, and Mendocino County would likely be merged with another area.

■ **CEO REVIEW (NAME):** Christopher Shaver, Deputy CEO **PHONE:** 463-4441

RECOMMENDATION: Agree Disagree No Opinion Alternate Staff Report Attached

BOARD ACTION
 Approved _____
 Records Executed _____

Date of Meeting _____
 Referred to _____
 Other _____