NAPA COUNTY AGREEMENT NO. _______

SPACE LICENSE AGREEMENT

THIS SPACE LICENSE AGREEMENT (hereinafter referred to as "Agreement" or "License Agreement") is made and entered into as of this 1st day of July 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "Licensor", and WORKFORCE ALLIANCE OF THE NORTHBAY ("Licensee" or "WANB"), a Joint Powers Authority, a political subdivision of the State of California, whose business address is 1546 First Street, Napa CA 94559, , hereinafter referred to as "Licensee";

RECITALS

WHEREAS, Licensor is the owner of that real property located at 2751 Napa Valley Corporate Drive, Building A, Napa, California 94558, ("Premises") and commonly known as South Napa Campus, which is used as offices and facilities for County and other local governmental functions; and

WHEREAS, Licensee under administration of the California Employment Development Department (EDD) provides the Workforce Innovation and Opportunity Act (WIOA) services which are designed to help job seekers access employment, education, training, and support services, under the WIOA Act signed into law on July 22, 2014; and

WHEREAS, Licensee is a Joint Powers Authority organization whose activities include providing career services to job seekers, matching employers with skilled workers, and operating the America's Job Center of California (AJCC), referred to as CareerPoint Napa; and

WHEREAS, on July 1, 2024, Licensee shall enter into Memorandum of Understanding No. XXXXXXX in collaboration with Napa County Health and Human Services Agency to provide career services to the residents of Napa County and to operate Career Point Napa out of the HHSA location in Building A and within its Employment and Training Center; and

WHEREAS, in light of this public purpose provided by Licensee, Licensor is willing to make available to Licensee on a temporary basis the use of approximately 753.58 square feet of dedicated office space, non-exclusive use of common area facilities (4,238 total square footage), and use of certain furnishings and equipment at the Premises for the purpose of subletting to WIOA providers to operate CareerPoint Napa; and

WHEREAS, Licensor and Licensee agree that this Agreement will be coterminous with the services provided by Licensee to Licensor pursuant to the provisions of Memorandum of Understanding No. XXXXXXX (MOU) dated July 1, 2024, and any amendments thereto, or successor agreements that provide the same or substantially similar services as the above-referenced agreement and upon expiration or termination of Service Agreement, or its successor agreement, Licensee's rights under this Agreement shall also terminate; and

WHEREAS, by adopting Resolution 2018-36, the Board of Supervisors of Napa County has authorized the County Executive Officer to execute this License Agreement to further the public purposes served by Licensee's use of the Premises.

TERMS

NOW, THEREFORE, BE IT AGREED by Licensor and Licensee as follows:

1. DESCRIPTION OF LICENSED SPACE: Licensor hereby agrees to make available on a temporary basis and not as a lease, and subject to the conditions of this License Agreement on the terms and conditions set forth herein below the exclusive use of approximately 753.58 square feet of dedicated office space in Room A106 specifically Rooms A106-04, A106-05, A106-08, and A106-11, non-exclusive use of parking spaces and common area facilities at the Premises, including: a reception area, client use space, training/meeting rooms (4,238 square footage), and restrooms in Building A of the Premises (the "Licensed Space"), as shown on Exhibit "A" attached hereto and incorporated by reference herein. At any time during the term of this Agreement and at the sole discretion of Licensor, Licensee may be moved to alternate cubicles of comparable size within the Premises.

2. TERM; TERMINATION FOR CONVENIENCE: The term of this Agreement shall commence on the date first above written. Unless terminated earlier in accordance with Paragraphs 18 and 19, the term of the License shall be coterminous with the term of services provided by Licensee to Licensor pursuant to the provisions of Napa County Memorandum of Understanding No. XXXXXXX dated July 1, 2024, attached hereto as Exhibit "C," and any amendments thereto, or successor MOUs that provide the same or substantially similar services as the above-referenced Agreement. Upon expiration or termination of that MOU, or its successor MOUs, Licensee's rights under this Agreement shall also terminate. For purposes of this Paragraph, notice of termination on behalf of Licensor may be given by the Director of Health and Human Services and/or the Director of Public Works.

3. LICENSE FEE: Beginning with a monthly fee of $7,019.00, due on July 1, 2024, and annually thereafter at the beginning of each Napa County Fiscal year (July 1 through June 30, 2027) during the term of this Agreement, the monthly fee shall be increased by 3%. Payment shall be made to: Napa County and submitted to: Department of Public Works (Attn: Real Estate), 1195 Third Street, Suite 101, Napa, CA 94559. Monthly rental is inclusive of use of dedicated office space and a pro-rata share of common areas in the Employment and Training Center of Health and Human Services Agency (interview rooms, training and meeting rooms, customer service area), including associated maintenance and security.

4. FACILITIES, UTILITIES, MAINTENANCE AND EQUIPMENT:

(a) Building Facilities. It is understood and agreed that Licensor will provide satisfactory and adequate heating, lighting, air conditioning, water, sewer, and electrical facilities within the Licensed Space. Licensor agrees to maintain such facilities in reasonably good working order, repair and operation during the term of this Agreement.

(b) Utilities: In consideration of the benefits that the Licensor will gain by the onsite presence of Licensee, no fee shall be charged to Licensee for the reasonable use of utilities including water, sewer, electrical facilities, garbage collection services, and internet and telephone service fees. A designee of the Licensor's Information Technology Services department will provide supervised access to secured areas necessary for the installation and maintenance of internet and network access at the advance request of the Licensee.

(c) Custodial and Maintenance Service. Licensee acknowledges that the Licensed Space is licensed for use by Licensee in a condition of cleanliness reflective of and consistent with the use by Licensor. Licensor and Licensee acknowledge that custodial and maintenance services will be performed or provided by Licensor.

(d) Furnishings and Equipment.

(1) Licensor shall provide the Licensed Space with the furnishings described in Exhibit "B", such items being replaced or repaired, when deemed necessary in the sole discretion of Licensor's Public Works Director ("Director") or Director's designee, to maintain reasonable functionality. Title shall remain with Licensor or, if leased, with the third-party lessor of the equipment. Licensee shall be responsible for reimbursing Licensor for any costs incurred by Licensor in replacing or repairing any such equipment or furnishings damaged by Licensee or its clients beyond damage resulting from normal wear and tear. Licensee shall be responsible for purchasing and maintaining its own computers, monitors, printers, and other related devices.

(2) Licensee shall be solely responsible for obtaining, maintaining, repairing and/or replacing, at its own expense, any other furnishings, equipment, materials, and supplies deemed necessary by Licensee for its use of the Licensed Space as authorized under this Agreement, with title to such equipment remaining with Licensee or a third-party Lessor if such items are leased by Licensee. Notwithstanding the foregoing, no such additional furnishings or equipment shall be placed and/or used within the Licensed Space by Licensee in a manner which Licensor's Director or Director's designee deems, in Director's or Director's designee's sole discretion, to be unsafe or disruptive of other uses within the building.

(3) Keys, Fobs and Locks: Licensor shall provide Licensee with keys and fobs to access Licensed Space. All key and fob requests shall go through the Licensor's Operations Supervisor of Health and Human Services Agency or the Operations Supervisor's designee and shall require a signature to obtain the key. Keys and fobs shall be returned to Licensor when the Agreement is terminated. Any changes to locks will require authorization from the Director of Public Works or the Director's designee.

(4) Telephone, Copier, Fax Machine, Laptop Computer and Wi-Fi Services: Licensor shall provide nine telephones and access to copier and fax machine. Licensee shall provide own computers. Licensor shall arrange and pay for necessary connectivity of telephone, Wi-Fi, server, internet, and access to County local area network.

(5) Signage: Parties agree to work together on indoor and outdoor signage. Approval of signage shall be vested with Licensor's Health and Human Services Agency Director or designee.

5. USE OF LICENSED SPACE: Licensee shall use the Licensed Space solely to provide career services to job seekers and operation of the American Job Center of California (AJCC) to the Napa community non-exclusive of the Licensee administration staff. In consideration that the Licensor will benefit from the onsite presence of CareerPoint Napa operations, the Licensee may sublet offices to required AJCC partners based upon a pro-rata share of the amount in this agreement. Licensor shall notify and receive prior authorization from the Licensor's Health and Human Services Agency Director.

6. **<u>HOLD HARMLESS/INDEMNIFICATION</u>:** Licensee shall hold Licensor harmless from all liability or claims for injury to any person or damage to any property occurring in, on, or about the Licensed Space which arises from any negligent or intentional act or omission of Licensee or the officers, agents, or employees of Licensee. Licensor shall hold harmless and indemnify Licensee for any liability or claims for injury to any person or damage to any property occurring in, or about the Licensed Space which arises from any negligent or intentional act or omission of Licensor or the officers, agents, or employees of Licensor. If such injury or damage is caused by acts or omissions of both Licensor and Licensee and/or their respective officers, agents and employees, each party shall be responsible for its own share of the liability and attorneys' fees and court costs in accordance with the degree of relative fault as determined by agreement of the parties or judgment of a court of competent jurisdiction.

7. **<u>INSURANCE:</u>** Licensee shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) <u>Workers' Compensation Insurance</u>. To the extent required by law during the term of this Agreement, Licensee shall provide workers' compensation insurance for the performance of any of Licensee's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide Licensor with certification of all such coverages upon request by Licensor's Risk Manager.

(b) <u>Liability Insurance.</u> Licensee shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, **issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance**:

(1) <u>General Liability.</u> Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than one million dollars ($1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Licensee or any officer, agent, or employee of Licensee under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) <u>Comprehensive Automobile Liability Insurance.</u> Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Licensee's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Licensee owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If Licensee or Licensee's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Licensee shall provide evidence of personal auto liability coverage for each such person upon request.

(c) <u>Certificates of Coverage</u>. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of Licensor's Risk Manager, demonstrated by other evidence of coverage acceptable to Licensor's Risk Manager, which shall be filed by Licensee with the Public Works Department prior to commencement of performance of any of Licensee's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its Licensor number or title and department; shall be kept current during the term of this Agreement; shall provide that Licensor shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, Licensee shall also file with the evidence of coverage an endorsement from the insurance provider naming Licensor, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Licensee shall file an endorsement waiving subrogation with the evidence of coverage.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Licensee not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of Licensor shall pertain only to liability for activities of Licensee under this Agreement, and that the insurance provided is primary coverage to Licensor with respect to any insurance or self-insurance programs maintained by Licensor. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall <u>not</u> use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by Licensor’s Risk Manager, Licensee shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) <u>Deductibles/Retentions</u>. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, Licensor’s Risk Manager, which approval shall not be denied unless the Licensor's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Licensee by this Agreement. At the option of and upon request by Licensor’s Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects Licensor, its officers, employees, agents and volunteers or Licensee shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) <u>Inclusion in Subcontracts/Sublets</u>. Licensee agrees to require all subcontractors and any other entity or person who is involved in providing services under Napa County Memorandum of Understanding No. XXXXXXX to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 7, including all requirements for waivers of subrogation and endorsements naming Licensor, its officers, employees, agents and volunteers as additional insureds.

8. <u>DAMAGE TO PROPERTY OR PERSON</u>. Licensor will not be liable for the following:

(a) Any loss or damage to property of Licensee, including equipment, or of others located within the Licensed Space, by theft or otherwise;

(b) any injury or damage to persons or property within the Licensed Space resulting from fire, explosion, falling sheetrock, gas, electricity water, rain, snow or leaks from any part of the Licensed Space or from, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature;

(c) any injury or damage caused by other licensees or any person(s) in the Licensed Space, or by occupants of property adjacent to the Licensed Space or common areas, or by the public or by the construction of any private, public or quasi-public work; or

(d) any latent defect in construction of the Licensed Space, unless due to the active negligence and or intentional conduct of Licensor, its agents or invitees.

9. <u>RISK</u>.

(a) <u>Licensee's Duty to Repair</u>. Except as provided in (b) below, if during the term of this Agreement, the Licensed Space, or any portion thereof or improvements thereon are damaged or destroyed by Licensee, Licensee shall promptly repair the damage and restore the damaged area and improvements, without cost to Licensor to at least the same condition that existed before the damage or destruction, regardless of whether any insurance proceeds paid for the damage or destruction are sufficient to cover the entire cost of repair or restoration. During the repair and restoration, this Agreement shall remain in full force and effect and the rent payable shall not be abated in any way or to any extent.

(b) <u>Non-responsibility of Licensor</u>. In no event shall Licensor be liable to Licensee for damages to the personal property or business of Licensee or any officer, employee, agent, contractor, licensee, sub Licensee or invitee of Licensee resulting from casualty or any other cause on or affecting the Licensed Space, except that Licensor shall remain liable to Licensee for such damage or losses caused by the solely negligent, intentional and/or reckless acts and/or omissions of Licensor or any of its officers, employees, agents, contractors, or other licensees. The foregoing shall extend, but not be limited to, losses from fire, flood, burst pipes, utilities services outages, riot, war, earthquake, other acts of God, acts of other tenants or invitees of County and/or other types of casualty.

10. <u>NOTICES</u>: Except as otherwise expressly provided herein, all communications between the parties required under this Agreement shall be deemed given when made in writing and delivered or deposited in the mail to such party at the address as follows:

LICENSOR: Napa County Department of Public Works
Attn: Rents and Leases
1195 Third Street, Suite 101
Napa, California 94559

LICENSEE: Workforce Alliance of the North Bay (WANB)

Attn: Bruce Wilson
1546 First Street
Napa, California 94559

The address to which notices and correspondence shall be mailed to either party may be changed by giving prior written notice of the change and the new address to the other party.

11. <u>SURRENDER OF LICENSED SPACE UPON EXPIRATION OF THE AGREEMENT</u>: Upon termination of this the Agreement, Licensee shall surrender and deliver up quiet possession of the Licensed Space and the use of any fixtures and furnishings provided by Licensor in connection with such use.

12. <u>TIME OF ESSENCE:</u> Time is of the essence in regard to each provision of this Agreement.

13. <u>INTERPRETATION/APPLICABLE LAW:</u> This Agreement shall be construed and interpreted pursuant to the laws of the State of California. Venue for any dispute under this Agreement shall be in the Superior Court of California, County of Napa, a unified court.

14. <u>WAIVER</u>: The waiver by either party of any breach of any provision of this Agreement at any time shall not be deemed to constitute a waiver of any other provision, or of the same provision in the future. It is the express intent of the parties that either party may strictly enforce the provisions of this Agreement at any time regardless of past conduct.

15. <u>ATTORNEY'S FEES</u>: In the event legal proceedings are instituted by either party to enforce any provision of this Agreement, the prevailing party shall be entitled to court costs and reasonable attorney fees.

16. <u>SEVERABILITY</u>: The provisions of this Agreement are severable and the unenforceability, invalidity, or illegality of any provision of this Agreement, as determined by a court of competent jurisdiction, shall not render the other provisions unenforceable, invalid or illegal.

17. <u>ENTIRE AGREEMENT</u>: This Agreement contains all of the agreements between the parties as to the subject matter thereof, supersedes all prior agreement and understandings on this subject, whether oral or written, and cannot be amended or modified except with the prior written consent of the parties.

18. <u>CANCELLATION:</u>

a. Both Licensor and Licensee shall have the right to cancel this Agreement by giving thirty (30) days prior written notice delivered to the other party of such cancellation. Cancellation of this Agreement alone does not impact the Licensee's obligations under Napa County Memorandum of Understanding No. XXXXXXX (dated July 1, 2024) with Napa County Health and Human Services Department. For purposes of this Paragraph, notice of termination on behalf of Licensor may be given by the Director of Health and Human Services and/or the

Director of Public Works.

b. This Agreement provides the site for services rendered by Licensee to the Napa County Health and Human Services Department pursuant to Napa County Memorandum of Understanding No. XXXXXXXX (dated July 1, 2024) and any amendments thereto, or successor MOUs that provide the same or substantially similar services as the above-referenced MOU. In the event that Memorandum of Understanding No. XXXXXXX is canceled or modified to the extent that Licensed Space is no longer required, this License shall terminate to coincide with the effective date of such termination or modification.

19. DEFAULT: If Licensee defaults in the payment of the space license fee or in the performance of any of the other covenants or conditions of this License, Licensor shall give Licensee notice of such default and if Licensee does not cure such default within five (5) days after the giving of such notice, then Licensor may either terminate this License forthwith or continue this License in full force and effect for such time as Licensor specifies by written notice to Licensee. Upon Licensor's election to terminate this License due to default by Licensee, Licensor shall immediately quit and surrender the Licensed Space to Licensor. If this License is terminated by Licensor for such default, Licensor may at any time thereafter resume possession of the Licensed Space by any lawful means and remove Licensee or other occupants and their effects.

20. POSSESSORY INTERESTS. This Agreement may create a possessory interest in real property or improvements subject to property taxation. Licensee is hereby notified it is solely responsible for any taxes on possessory interests created by this Agreement, pursuant to California Revenue and Taxation Code section 107.6.

[Remainder of page intentionally left blank.]

21. <u>ENTIRE AGREEMENT.</u> This Agreement contains all of the agreements between the parties as to the subject matter thereof, supersedes all prior agreement and understandings on this subject, whether oral or written, and cannot be amended or modified except with the prior written consent of the parties.

22. <u>ELECTRONIC SIGNATURES.</u> This Agreement may be executed by electronic signature(s) and transmitted in a portable document format ("PDF") version by email and such electronic signature(s) shall be deemed original for purposes of this Agreement and shall have the same force and effect as a manually executed original.

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

WORKFORCE ALLIANCE OF THE NORTHBAY (WANB), a political subdivision of the State of California

By:______________________________________
Bruce Wilson, WANB Executive Director

"LICENSEE"

NAPA COUNTY, a political subdivision of the State of California

By:_______________________________________
Ryan Alsop, County Executive Officer

"LICENSOR"

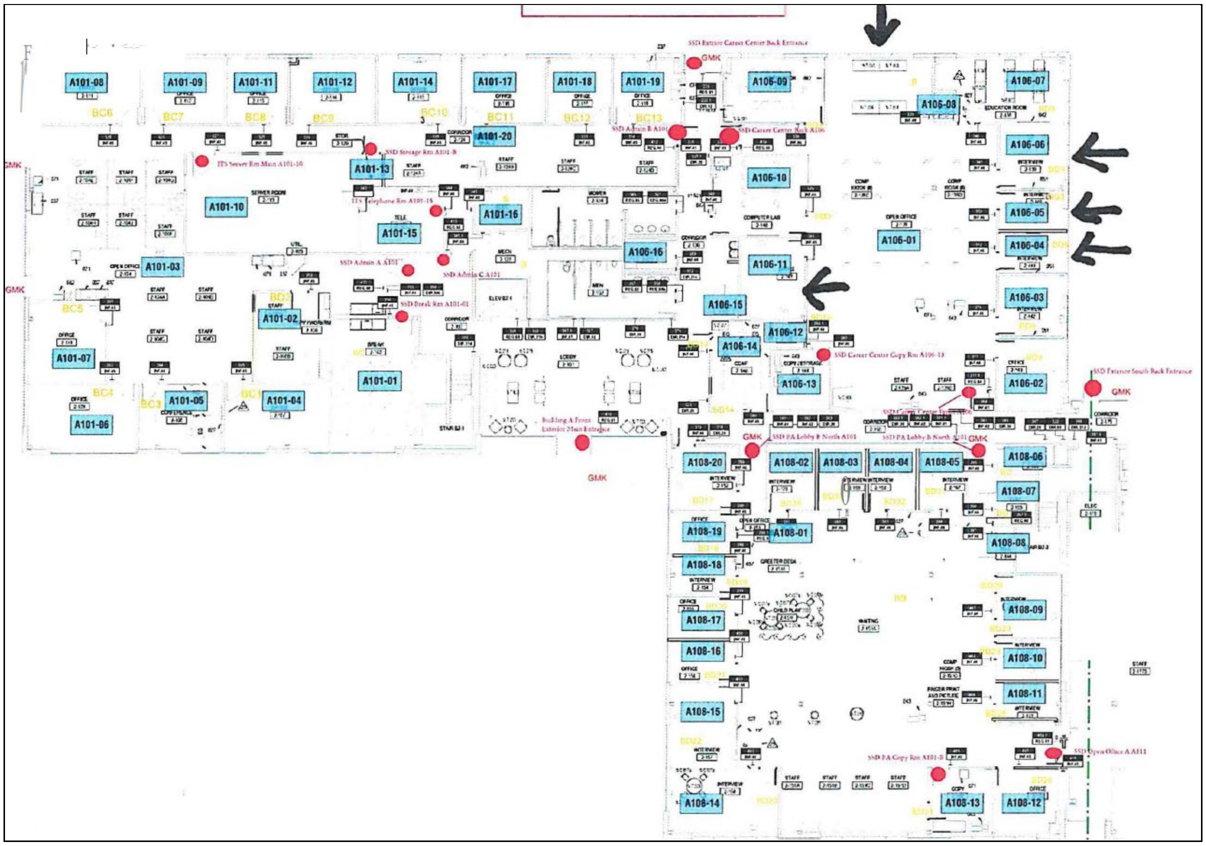
APPROVED AS TO FORM
Office of County Counsel

By: ________________________
(Via E-signature)
Chief Deputy County Counsel

Date: ______________________

EXHIBIT "A"

South Campus - 2751 Napa Valley Corporate Drive, Building A, Room #A106*



*Room #A106-04 – approximately 96.88 sq ft
*Room #A106-05 – approximately 85.19 sq ft
*Room #A106-06 – approximately 151.77 sq ft
*Room #A106-08 – approximately 240 sq ft
*Room #A106-11 – approximately 179.74 sq ft

EXHIBIT "B"

FURNISHINGS AND EQUIPMENT PROVIDED BY LICENSOR

DESCRIPTION OF ITEMS

ROOM	ITEM	QUANTITY
A106-04	Guest Chairs	2
	Sit/Stand Desk	1
	Telephone	1
	Desk Chair	1
	2-drawer file ped	1
A106-05	Guest Chair	2
	Desk w/key board tray	1
	2-drawer file ped	1
	Telephone	1
	Desk Chair	1
A106-06	Desk w/keyboard	1
	Desk Chair	1
	Telephone	1
	Guest Chair	2
	Cabinet	1
A106-08	Workstations	4
	Phones	4
A106-11	Desks	2
	Desk Chairs	2
	Guest Chairs	2
	Telephones	2
	4-drawer Lateral Files	2

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WORKFORCE ALLIANCE OF THE NORTH BAY REGIONAL WORKFORCE DEVELOPMENT BOARD
AND THE
NAPA COUNTY AMERICAN JOB AND CAREER CENTER OF CALIFORNIA PARTNERS

Preamble / Purpose of MOU

1. The Workforce Innovation and Opportunity Act (WIOA) requires that a Memorandum of Understanding(MOU) be developed and executed between the Local Board and the America's Job Center of California℠ (AJCC) partners to establish an agreement concerning the operations of the AJCC delivery system.

2. The purpose of the MOU is to establish a cooperative working relationship between the parties and to define their respective roles and responsibilities in achieving the policy objectives. The MOU establishes the framework for providing services to employers, employees, job seekers needing workforce services.

3. The Workforce Alliance of the North Bay's network of AJCC's (also known as One-Stop) covers Napa, Marin, Lake, and Mendocino counties. The AJCC's are locally driven, developed by agreement between partners to provide employment and training services and to achieve three main policy objectives established by the California Workforce Development Strategic Plan, which includes the following:

   - Foster demand-driven skills attainment
   - Enable upward mobility
   - Align, coordinate, and integrate programs and services

The graphic in Attachment 1 illustrates the Workforce Board's intent to establish a highly leveraged career and training system that is accessible to all clients and will achieve the three policy objectives above.

These objectives will be accomplished by ensuring access to high-quality AJCCs that provide the full range of services available in the community for all customers seeking the following:

- Looking to find a job.
- Building basic educational or occupational skills.
- Earning a postsecondary certificate or degree.
- Obtaining guidance on how to make career choices.
- Seeking to identify and hire skilled workers.

<u>Vision and Intent</u>

WANB's has a vision of a strong economy in which employers have an ample supply of skilled labor resources and residents have access to an abundance of quality jobs. To achieve this vision, the partners will collectively implement career and training centers that meet the employment, education and training needs of local residents and the business community.

The One-Stop Centers will offer the full breadth of Workforce Innovation and Opportunity Act (WIOA), Adult Education, Wagner-Peyser, Veteran, Vocational Rehabilitation, Career Technical services. **A resource rich career and training center aligned to the WANB regional economy** – that empowers the individual with access to quality orientation, screening and staff assisted services.

- **Contextualized learning** – focused on curricula and instructional strategies that make work a central context for learning and helping students attain work readiness skills.
- **Industry recognized skills** – leading to the attainment of employer endorsed credentials that have value in the labor market.
- **Multiple entry and exit points** – enabling customers of varying education and skill levels to enteror advance in a specific sector or occupational field.
- **Intensive wrap-around services** – incorporating academic and career counseling and wrap-around supportive services (particularly at points of transition).
- **Stackable educational / training options** – that includes secondary, adult and post-secondary education and training that is arranged or divided in a non-duplicative progression of courses, clearly articulating one level of instruction to the next. This strategy provides opportunities to earn post-secondary credits and credentials that have value in the labor market.
- **Designs for Working Learners** – to meet the needs of adults and non-traditional students who often need to combine work and study, offering when available childcare services and accommodating work schedules with flexible and non-semester-based scheduling, alternative class times and locations, and innovative uses of technology
- **Earn while you Learn** – allowing students to earn an income while also completing their training plan (i.e. apprenticeship model)

<u>Parties to the MOU</u>

Required partners include local / regional representatives of the following programs:

- WIOA Title I Adult, Dislocated Worker
- WIOA Title I Youth
- WIOA Title II Adult Education and Literacy
- WIOA Title III Wagner-Peyser
- WIOA Title IV Vocational Rehabilitation
- Carl Perkins Career Technical Education
- Title V Older Americans Act
- Native American Programs (Section 166)
- Migrant Seasonal Farmworkers (Section 167)
- Veterans
- Trade Adjustment Assistance Act
- Unemployment Insurance
- Temporary Assistance for Needy Families / CalWORKs

<u>AJCC System and Services</u>

The AJCC (or One-Stop) represents an employment service delivery system that is partner based and partner leveraged. In accordance with WIOA and the California State Unified Plan, the system will be braided together to further reach partner organizational objectives. Each party to this MOU understands that while every agency cannot carry out every aspect of the AJCC system and services described in the MOU, that by working together the partners will be able to offer a comprehensive set of services to the community customers. (See Attachment 2 for graphical illustration of basic, individual, and training services).

The specific services that each partner on this MOU can provide (those they have the authority to use their Employment and Training funds for) are noted in Attachment 3.

The WIOA Title I formula programs, in coordination with the Wagner-Peyser (WP) Title III Employment Service (ES) are pivotal pieces of the one-stop deliver system and are key foundations of the workforce system. The system provides universal customer access to career services that meets the diverse needs of those customers. These two programs, together with the other mandatory partners as required by WIOA provides for a workforce system that is universally accessible, and customer centered.

In accordance with WIOA, the partners agree, and shall provide as applicable to each of their funding and regulations, the following services:

CAREER SERVICES. WIOA authorizes "career services" for workers. There are three types of "career services":

1. *Basic Career services,*
2. *Individualized Career services,and*
3. *Follow-up services*.

These services can be provided in any order and there is no sequence requirements. An expanded discussion of what these three service groupings are:

Basic Career Services – Basic career services must be made available to all individuals seeking services served in the one-stop delivery system, and include:

- Determinations of whether individuals are eligible to receive assistance from the adult, dislocated worker, or youth programs.
- Outreach, intake (including identification through the state's Worker Profiling and Reemployment Services system of unemployment insurance (UI) claimants likely to exhaust benefits), and orientation to information and other services available through the one-stop delivery system.
- Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service needs.
- Labor exchange services, including –
    - Provisions of information on in-demand industry sectors and,
    - Provisions of information on nontraditional employment.

- Provision of referrals to and coordination of activities with other programs and services, including those within the one-stop delivery system and, when appropriate, other workforce development programs.
- Provision of workforce and labor market employment statistics information, including the provision of information relating to local, regional, and national labor market areas, including:
  - Job vacancy listings in labor market areas.
  - Information on job skills necessary to obtain the vacant jobs listed.
  - Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs.
- Provision of performance information and program cost information on eligible providers of training services by program and type of providers.
- Provision of information about how the local area is performing on local performance accountability measures, as well as and additional performance information relating to the area's one-stop delivery system.
- Provision of information relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: child care; child support; medical or child heath assistance available through the State's Medicaid program and Children's Health Insurance Program; benefits under the Supplemental Nutrition Assistance Program (SNAP); assistance through the earned income tax credit; housing counseling and assistance services sponsored through the U.S. Department of Housing and Urban Development (HUD)1; and assistance under a State program for Temporary Assistance for Needy Families (TANF), and other supportive services and transportation provided through that program;
- Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA, and
- Unemployment Insurance "Claim Filing Assistance" and information, including meaningful assistance, defined as:
  - The provision of in-person guidance to individuals, including individuals identified as having barriers, in filing an UI claim through the various methods, with priority given to utilizingthe eApply4UI or UI Online℠ applications; or
  - Direct customers to the "UI PSP direct line" to speak with a Single Point of Contact (SPOC) when a determination is made that the AJCC staff are unable to provide meaningful assistance to file a UI claim.

Individualized Career Services

If One-Stop center staff determine that individualized career services are appropriate for an individual to obtain or retain employment, these services will be made available to the individual. These services include:

- Comprehensive and specialized assessments of the skill levels and service needs, which may include –
  - Diagnostic testing and use of other assessment tools.
  - In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.

- Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of, and information about, eligible training providers.
- Group and/or individual counseling and mentoring.
- Career planning (e.g., case management).
- Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training, in some instances pre-apprenticeship programs may be considered as short-term pre-vocational services.
- Internships and work experiences that are linked to careers.
- Workforce preparation activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, or training, or employment.
- Financial literacy services.
- Out-of-area job search assistance and relocation assistance; and
- English language acquisition and integrated education and training programs.

Follow-up Services

Follow up services must be provided as appropriate for participants who are placed in unsubsidized employment, for up to 12 months after the first day of employment. Counseling about the workplace is an appropriate type of follow-up service.

TRAINING SERVICES

Training services can be critical to the employment success of many workers. WIOA does not require a sequence of service or “career services” for training. This means that the one-stop center staff may determine what training is appropriate regardless of whether the individual has received basic or individualized career services first. Under WIOA, training services may beprovided if the One-Stop center staff determine, after an interview, evaluation or assessment, and career planning, that the individual:

- Is unlikely or unable to obtain and/or retain employment, that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment through career services alone.
- Needs training services to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment, through career services alone; and
- Has the skills and qualifications to successfully participate in the selected program of training services.

Training services funded by WIOA Title I, when determined appropriate, must be provided either through an Individual TrainingAccount (ITA) or through a training contract. Training services must be linked to in-demand employment opportunities in the geographic area in which the worker is willing to commute or relocate. The selection of training services should be conducted in a manner that maximizes customer choice, is linked to in-demand occupations, informed by the performance of relevant training providers, and coordinated to the extent possible with other sources of assistance.

Responsibility of AJCC Partners

The AJCC partners agree to work with the competitively procured One-Stop Operator and WANB, and participate in joint planning and development, and modifications of activities and/or services to accomplish the following:

- Continuous partnership building.
- Continuous planning in response to state and federal requirements.
- Responsiveness to local and economic conditions, including employer needs.
- Adherence to common data collection and reporting needs.
- Development of One-Stop Policy and Procedures.

Additionally, all partners agree to:

- Make the service(s) applicable to their program(s) available to customers through the One-Stop delivery system.
- Participate in the operation of the One-Stop system, consistent with the terms of the MOU and requirements of authorized laws.
- Participate in capacity building and staff development activities to ensure that all partners and staff are adequately cross-trained.

Funding of Services and Operating Costs

Parties agrees to share in the operating costs of the AJCC System, either in cash or through in-kind services. The cost of services, operating costs, and infrastructure costs of the system will be funded by all AJCC Partners through an Infrastructure Funding Agreement (IFA) and when applicable Other Shared System Costs Budget.

The AJCC Partners will ensure that the shared costs are supported by accurate data, the shared costs are consistently applied over time with the methodology used in determining the shared costs as reflected in the IFA and Other System Costs agreed upon methodology. The IFA and Other System Costs Budget will be updated if any significant changes occur.

The MOU only articulates cost sharing methods for Infrastructure. Costs for Other Systems and Career Services will not be subject to cost sharing. All three cost types (infrastructure, Other Systems, and Career services) will be part of the MOU's budgets included in this MOU. But the budgets for the costs of Other Systems and Career Services are for information purposes only.

Further, this MOU allows that cost sharing for infrastructure to be met by partner agreements such as sub-leases or divided leases and may not need to be accounted for by reconciliations of cost (or the application of cost sharing methods).

Methods for Referring Customers

Parties to this MOU shall jointly develope and mutually implement a process acceptable to all for common intake and referrals. Such processes will be highlighted in a one stop's policy and procedures manual.

Partners agree to cross-train staff on the services of each participating AJCC Partner program and the spectrum/extent of services available through respective agencies. All parties to this agreement shall adopt a mutually acceptable referral process including referral form(s). They shall commit to evaluate this process and modify it to adapt to changing requirements and day-to-day needs for improvement.

Partners agree that components of the process will include:

- Ensuring that intake and referral processes are customer-centered and provided by staff trained in customer service.
- Ensuring that general information regarding AJCC programs, services, activities, and resourcesshall be made available to all customers as appropriate.
- Descriptions of how customer referrals are made electronically, through traditional correspondence, verbally or through other means determined in cooperation with partners and operators.
- Descriptions of how each AJCC partner will provide a direct link or access to other AJCC partner staff that can provide meaningful information or service, through the use of co-location, cross training of AJCC staff, or real-time technology (two-way communication and interaction with AJCC partners that results in services needed by the customer).

Access for Individuals with Barriers to Employment

The AJCC system will ensure access for individuals with barriers to employment. As such the AJCC partners will incorporate the following into One-Stop operational policies and procedures:

- A definition of the term “individuals with barriers to employment.”
- A commitment to offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient when providing individualized career services and training services with WIOA adult funds.
- Ensure their policies, procedures, programs, and services are in compliance with the Americans with Disabilities Act of 1990 and its amendments, in order to provide equal access to all customers with disabilities.

Shared Technology and System Security

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection.

To support the use of these tools, each AJCC Partner agrees to the following:

- Comply with the applicable provisions of WIOA, Welfare and Institution Code, California Education Code, Rehabilitation Act, California Adult Education Program (CAEP) , and any other appropriate statues or requirements.
- The principles of common reporting shared information through electronic mechanisms, including shared technology.
- Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- Maintain all records of the AJCC customers or partners (e.g., applications, eligibility and

referral records, or any other individual records related to services provided under this MOU) in the strictest confidence and use them solely for purposes directly related to such services.

- Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- Understand that system security provisions shall be agreed upon by all partners.

Confidentiality

The AJCC Partner agrees to comply with provisions of WIOA as well as the applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, and any other appropriate statute or requirement to assure the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
- No person will publish, disclose, use, or permit, cause to be published, disclosed or used, any confidential information pertaining to AJCC applicants, participants, or customers unless a specific release is voluntarily signed by the participant or customer.
- The AJCC partner agrees to abide by the current confidentiality provisions of the respective statutes to which AJCC operators and other AJCC partners must adhere and shall share information necessary for the administration of the program as allowed under law and regulations. The AJCC partner, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.
- Client information shall be shared solely for the purpose of enrollment, referral, and/or provision ofservices. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties.

Non-Discrimination and Equal Opportunity

The AJCC partner shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment or AJCC applicant due to race, color, religion, sex (including pregnancy, childbirth, breastfeeding or related medical conditions, transgender status, and gender identity), national origin (including Limited English Proficiency), age, physical disability, mental disability, medical condition, marital status, military and veteran status, political affiliation or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship or participation in the WIOA Title I financially assisted program or activity. The AJCC partner agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations.

The AJCC partners will assure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

Grievances and Complaints Procedure

The AJCC partners agree to establish and maintain a procedure for grievance and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance. The partner further agrees to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

Americans with Disabilities Act and Amendments Compliance

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

Effective Dates and Term of MOU

This MOU shall be binding upon each party hereto upon execution by such party. The term of this MOU shall be three years, commencing on the date of execution by all parties, but no earlier than July 1, 2022. The MOU will be reviewed not less than once every three years to identify any substantial changes that have occurred.

Modifications and Revisions

This MOU constitutes the entire agreement between the parties and no oral understanding not incorporated herein shall be binding on any of the parties hereto. This MOU may be modified, altered, or revised, as necessary, by mutual consent of the parties, by the issuance of a written amendment, signed and dated by the parties.

Termination

The parties understand that implementation of the AJCC system is dependent on the good faith effort of every partner to work together to improved services to the community. The parties also agree that this is a project where different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more parties to cease being part of this MOU, said entity shall notify the other parties, in writing, 30 days in advance of that intention.

Administrative and Operations Management Sections

License for Use

During the term of this MOU, all partners to this MOU shall have a license to use all of the common space of theAJCCs for the sole purpose of conducting acceptable AJCC services as outlined herein. Partners may have dedicated space for their staff and records which are not common space, and not subject to this license to use.

Supervision / Day to Day Operations

The day-to-day supervision of staff working at the One-Stops will be the responsibility of the employer of these staff assigned (generally a site supervisor). Any change in work assignments or any problems at the worksite will be handled by the site supervisor(s) and the management of the employer of record. Additionally, staff office hours at the AJCCs will be established by the site supervisor(s)/employer. All staff will comply with the holiday schedule of their primary employer and will provide a copy of their holiday schedule to the One-Stop Operator at the beginning of each fiscal year.

Each party shall be solely liable and responsible for providing to, or on behalf of, its employee(s), all legally-required employee benefits. In addition, each party shall be solely responsive and save all other parties harmless from all matters relating to payment of each party's employee(s), including compliance with social security withholding, workers' compensation, and all other regulations governing such matters.

Dispute Resolution

The parties agree to try and resolve policy or practice disputes at the lowest level, starting with the sitesupervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective staff employer and the One-Stop operator, for discussion and resolution.

Press Release and Communications

All parties shall be included when communicating with the press, television, radio, or any other form of media regarding its duties or performance under this MOU. Participation of each party in press/ media presentations will be determined by each party's public relations policies. Unless otherwise directed by the other parties, in all communications, each party shall make specific reference to all other parties.

The parties agree to utilize the AJCC logo developed by the State of California and the Local Board on buildings identified for AJCC usage. This also includes letterhead, envelopes, business cards, any written correspondence and fax transmittals.

Marketing and Signage

All marketing of the AJCC shall reinforce to the community that partnering agencies are working together to provide comprehensive, effective services. Whenever possible, partners shall be listed to reassure each partner's customers that they are being brought into a larger set of services.
When appropriate, marketing shall address the identity of all partners and/or the partnership and not single out any one as a competitor for public attention whenever possible. This does not, however, prohibit agency specific marketing. The goal of AJCC marketing shall be to support seamless service delivery, with full recognition of all participating partner agencies.

At a minimum, marketing and signage shall address the marketing goals of the AJCC. When it is not practical or possible to accommodate all Partners' names and logos in marketing tools, use of a partnership statement, such as "The AJCC is operated by a partnership of local and state agencies,"shall be included. The AJCC shall have an exterior sign that is distinctive to the partnership as a whole, but also identifies each respective partner. All marketing and signage shall comply with State and Federal directives concerning AJCC branding.

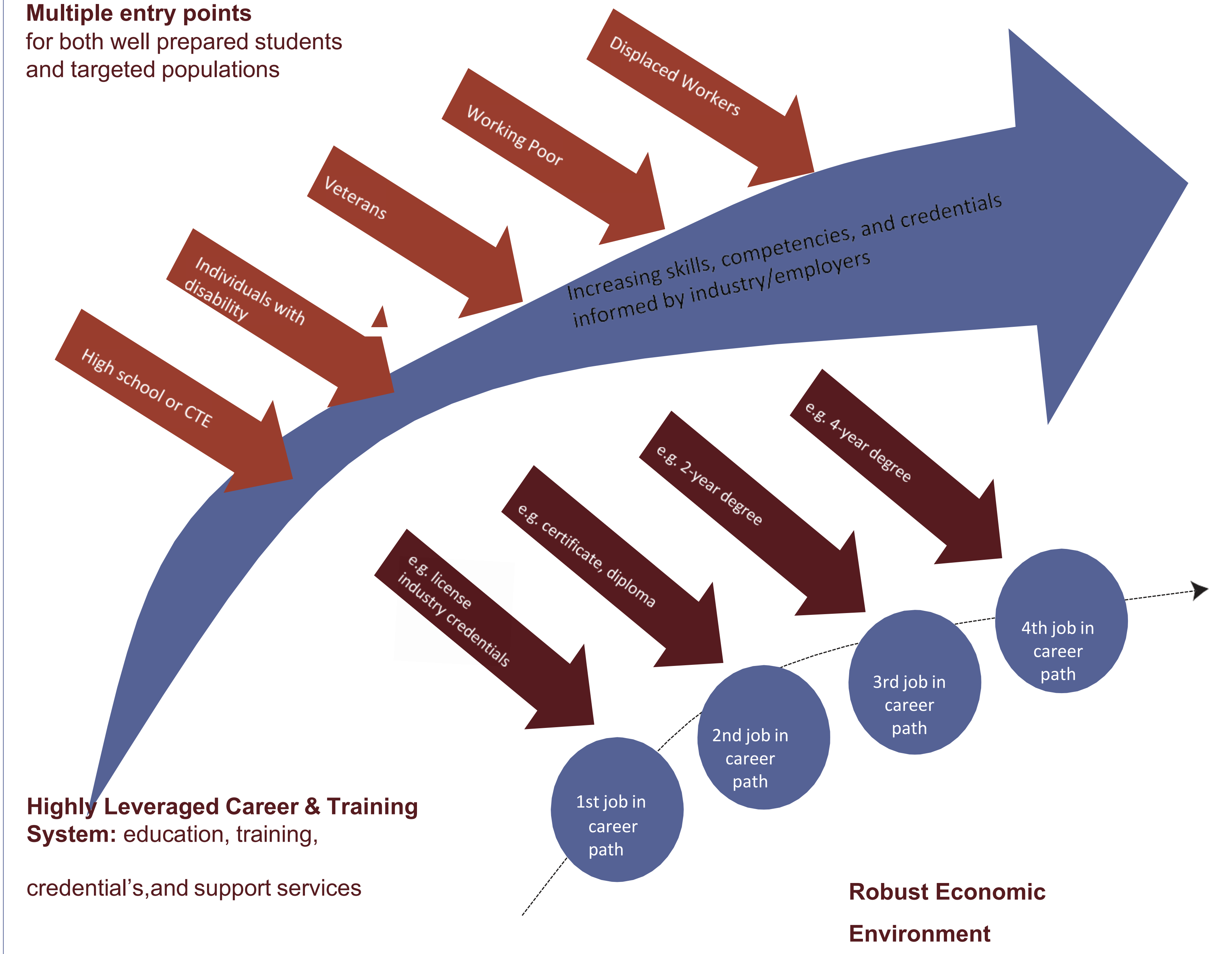
Hold Harmless / Indemnification / Liability

In accordance with provisions of Section 895.4 of the California Government Code, each party hereby agrees to indemnify, defend, and hold harmless all other parties identified in this MOU from and against any-and-all claims, demands, damages and costs arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU, but only in proportion to and to the extent such claims, demands, damages and costs are caused by or result from the negligence or willful misconduct of the indemnifying party and its officers, employees, or agents.

In addition, except for Departments of the State of California which cannot provide for indemnification of court costs and attorney fees under the indemnification policy of the State of California, all other parties to this MOU agree to indemnify, defend, and hold harmless each other from and against all courtcosts and attorney fees arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU, but only in proportion to and to the extent such claims, demands, damages and costs are caused by or result from the negligence or willful misconduct of the indemnifying party and its officers, employees, or agents. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

Attachments

- Attachment 1 – Career and Training System Graphic
- Attachment 2 – Infrastructure Funding Agreement and Other Shared System Costs Budget
- Attachment 3 – MOU Signature Pages


Multiple entry points
for both well prepared students
and targeted populations
Displaced Workers
Working Poor
Veterans
Individuals with disability
High school or CTE
Increasing skills, competencies, and credentials informed by industry/employers
e.g. 4-year degree
e.g. 2-year degree
e.g. certificate, diploma
e.g. license industry credentials
4th job in career path
3rd job in career path
2nd job in career path
1st job in career path
Highly Leveraged Career & Training System: education, training,
credential's,and support services
Robust Economic Environment

ATTACHMENT 2

Workforce Innovation and Opportunity Act
Infrastructure Funding Agreement

Process and Development

Local Workforce Development Area (Local Area): Workforce Alliance of the North Bay

Date Submitted: ________________

1. **The period of time this agreement is effective**:

   This agreement is effective July 1, 2022, and will remain valid through June 30, 2025, unless extended by mutual agreementby all parties to this agreement. This agreement will be reviewed annually. If significant changes have occurred, an amendment will be made to any relevant part(s) of the MOU and all affected partners must agree to and sign the amendment(s).

2. **Identification of all AJCC partners, Chief Local Elected Officials (CLEO), and Local Boards participating in the infrastructure and othersystem costs funding agreements**.

   CLEO/s: *Workforce Alliance of the North Bay Governing Board (Joint Powers Agency)*

   Local Board: *Workforce Alliance of the North Bay Regional Board*

   AJCC Partners Participating in the Infrastructure Funding Agreement (IFA) – Partners who Designate staff to be assigned to work at the One-Stop. When partners have staff assigned at the AJCC and those staff have a dedicated workspace, please annotate the number of desks needed in the table below. Shared workspace can be noted.

   All partners must add the number of dedicated staff that they are committing to the One-Stop's operation.

	Napa County	Marin County	Lake County	Mendocino County
Workforce Innovation and Opportunity Act Title I Service Provider (Adult, Dislocated Workers, and Youth)	*Equus Workforce Solutions*	*Equus Workforce Solutions*	*Equus Workforce Solutions*	*Equus Workforce Solutions*
WIOA Title II Adult Education and Literacy Program	*Napa Adult*	Mt. Tam Adult	Lake County	Ukiah Unified

	School	School	Office of Ed.	School District
Wagner Peyser WIOA Title III, the Trade Act, and State Grants for Veterans programs	*Employment Development Department (EDD)*	*Employment Development Department (EDD)*	*Employment Development Department (EDD)*	*Employment Development Department (EDD)*
Unemployment Insurance	*Employment Development Department (EDD)*	*Employment Development Department (EDD)*	*Employment Development Department (EDD)*	*Employment Development Department (EDD)*
Title IV Vocational Rehabilitation	*State of California Department of Rehabilitation (DOR)*	*State of California Department of Rehabilitation (DOR)*	*State of California Department of Rehabilitation (DOR)*	*State of California Department of Rehabilitation (DOR)*
Title V Older Americans Act	Senior Community Service Employment Program	Senior Community Service Employment Program	Senior Community Service Employment Program	Senior Community Service Employment Program
Carl Perkins Career technical Education	Napa College	College of Marin	Mendocino College/ Woodland College	Mendocino College
Migrant Seasonal Farmworker program (section 167) and Community Services Bock Grant	*California Human Development (CHD)*	*California Human Development (CHD)*	*California Human Development (CHD)*	*California Human Development (CHD)*
Temporary Assistance for Needy Families/ CalWORKs	*Napa County DHSS*	*Marin County DHSS*	*Lake County DHSS*	*Mendocino County DSS*

3. Steps the Local Board, CEO, and AJCC partners took to reach consensus and/or an assurance that the Local Area followed guidance for the state infrastructure funding mechanism.

The cost accounting methods used for this MOU follow those that were agreed to by the mandatory partners in the previous MOU. WANB held virtual meetings to discuss the use of the previous methods. The driver of cost allocation *was agreed to be square footage, which was separated into the space that was exclusively used by colocated partners and the 'common' space that all AJCC customers had access to and used. The percentage of exclusive space became the driver to allocate space costs.*

4. A description of the process to be used among partners to resolve issues during the MOU duration period when consensus cannot be reached.

   The partnership agreed to adopt the simple cost methodology described above. If at any time in the future, any partner believes the adopted costing methodology is not equitable, the Workforce Alliance of the North Bay will respond by meetings of partners to discuss changes. All partners who are collocated will have a voice in any future concern, orsolution regarding the AJCC allocations amongst collocated partners. (based on the simple IFA costing methodology, partners that are do not have staff located at the AJCC will not share in its cost)

5. A description of the periodic modification and review process that will be used to ensure all AJCC partners continue to contribute their fair and equitable share of infrastructure and other system costs, including the identification of who willfulfill this responsibility. This must include a reconciliation schedule.

   The WANB plans to receive ongoing feedback from partners directly and through interactions they have with the One-Stop Operator regarding the equity of the MOU. WANB will create a reporting process to document colocated partners square footage usage and confirm their ongoing costs to use in an end of year reconciliation. A year end settlement will be determined (when necessary) so all colocated partners ultimately pay their fair shares.

6. Assurance from all non-colocated partners that they agree to pay their proportionate share of infrastructure costs as soon as sufficient data are available to make such a determination.

   - *All mandatory partners have been informed of their responsibility to sign the MOU, agree to the cost budgeting process, the cost allocation methodology, and the methods to pay for such cost responsibilities.*
   - *The non-colocated partners have been informed that they must sign the MOU not only to accept the costing methodology, but to acknowledge agreement that if the state builds a statistical allocation process that shows benefit for non-colocated partners, that they will be required to use it, or an alternative processto pay infrastructure.*

7. Signatures of authorized representative(s) of the Local Board, the CEO, and all AJCC partners.

   This item is addressed on signature pages (Attachment 4 of the MOU).

Sharing Infrastructure Costs

Budget, Cost Allocation Methodology, Initial Proportionate Share

<u>MOU Content Requirements:</u>

A budget outlining the infrastructure costs for each AJCC in the Local Area with a detailed description of what specific costs are included in each line item.

When establishing the infrastructure cost budget, Local Boards have the following options:
Option 1: Develop a separate budget for each AJCC.
Option 2: Develop a consolidated system-wide budget for its network of AJCCs.
Option 3: A mixture of separate and consolidated budgets.

If the Local Board chooses to negotiate infrastructure costs based on their network of AJCCs, rather than center by center, then the budgets for all the AJCCs can be consolidated into one system budget. However, this consolidation may not distort the distribution of costs as they must be attributable to each partner equally and in accordance with the agreed upon cost allocation methodology). Consolidations might allow the "financing" of infrastructure cost between partners more easily. It is not required that each partner contribute to each comprehensive AJCC, as long as their consolidated share of contributions equals their responsibility to pay as determined by the agreed upon cost sharing methodology.

If using Option 3, multiple budgets will need to be included with clear identification of which AJCCs belong to which budget.

<u>The Local Board and AJCC partners have chosen this option for developing the infrastructure cost budget:</u>

_____ Option 1: A separate budget for each AJCC.

__X___ Option 2: A consolidated system-wide budget for the network of AJCCs

_____ Option 3: A mixture of separate and consolidated budgets for the Local Area's AJCCs.

AJCC(s) and Colocated Partners

- Include all AJCCs Identified in the MOU - Include if the AJCC is a comprehensive, affiliate, or specialized center. - Colocated Partner definition: All AJCC partners who have a physical presence within the center, either full time or part time.

<u>Name/Address of the AJCC</u> CareerPoint Napa 2751 Napa Valley Corporate Dr. Napa, CA 94558	<u>Name/Address of the AJCC</u>: CareerPoint Lake 55 First Street, Lakeport, CA 95453
<u>Name/Address of the AJCC</u> CareerPoint Marin College of Marin IVC 1800 Ignacio Valley Dr. Novato, CA 94949	<u>Name/Address of the AJCC</u> CareerPoint Mendocino 2550 N. State Street, Ukiah, CA 95482

Type of AJCC: Comprehensive

Budget Sheets: All partners must complete four Infrastructure Budget sheets and include them in their signed MOU. WANB will create the Network consolidation sheet from all partner's submittals for each county and for the four-county region.

Please prepare these budgets (pages 8 through 19) and include your Partner Entity name.

If you are not contributing toward the budgets of any county AJCC, you must still submit a report showing no contributions.

AJCC Infrastructure Budget Entity: All Co-located Partners

Napa County AJCC(s)

Cost Category/Line Item	Line-Item Cost Detail	Cost
Rent		
Rental of Facilities		
	Rental Costs Subtotal:	$115,983.00 *inclusive of utilities, custodial, maintenance, security & depreciation.
Utilities and Maintenance		
Electricity		
Gas		
Water		
Sewer Connections		
Internet		
Telephones (Landlines)		
Facility Maintenance Contract		
	Utilities and Maintenance Costs Subtotal:	
Equipment		
Assessment-related products		
Assistive technology for individuals with disabilities (Access and Accommodation)		
Copiers		

Fax Machines		
Computers		$63,848.00
Other tangible equipment used to serve all center customers (not specific to an individual program partner) Specify Other Tangible Equipment		
	Equipment Costs Subtotal:	$63,848.00 *The common area is an in-kind contribution.
Technology to Facilitate Access to the AJCC		
Technology used for the center's planning and outreach activities Specify the Technology		
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services Website Address: ______________________________ (Does not include data systems or case management systems specific to individual program partners.)		
	Technology to Facilitate Access Costs Subtotal:	0

Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)		
AJCC Signage		
Templates and Materials		
Electronic Resources		
	Common Identifier Subtotal:	

SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS	
Cost Category	**Total Cost**
Subtotal: Rental Costs	$115,983.00
Subtotal: Utilities and Maintenance Costs	0
Subtotal: Equipment Costs	$63,848.00
Subtotal: Technology to Facilitate Access Costs	0
Subtotal: Common Identifier Costs	0
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC:	$179,831.00
If any of the cost listed in the budget above will be financed by Third Party contributions, please note, and include in the "Line-Item Cost Detail" column the Third Party and that the funds are restricted to your programs use and benefit.	

Cost Allocation Methodology to Share Agreed Upon Infrastructure Costs
The Local Board and the colocated partners must agree to a cost allocation methodology to identify the proportionate shares of infrastructure costs each partner will be expected to fund. Any cost allocation methodology selected must adhere to the following: - Be consistent with federal laws authorizing each partner's program - Comply with federal cost principles in the Uniform Guidance. - Include only costs that are allowable, reasonable, necessary, and allocable to each program partner. - Be based on an agreed upon measure that mathematically determines the proportionate use and benefit received by each partner.
Infrastructure Cost Allocation Methodology
Identify the chosen and agreed upon cost allocation methodology: WANB and the participating partners have agreed that the cost accounting methods used in the previous MOU will be continued. That is, each partner's occupancy percentage of the AJCC (square footage) will be used to calculate their proportionate share of infrastructure costs. These calculations will be made for each county's AJCC(s) and using both the usage and costs. Because this is a Network MOU, the four county shares of cost will be consolidated, adding information about the shares of cost for each partner relative each County, and a summary consolidation.
WANB will work with the One-Stop Operator the secure a blueprint type illustration of all the AJCC(s) that shows square footage, and what square footage is dedicated to partner staff. The full cost of space will be allocated to partners based on the proportionate share of dedicated space, applied to total space cost on a AJCC-by-AJCC method. The Blueprint type illustrations will be included in the MOU as addendums.

Infrastructure Costs Allocated to Each Colocated Partner
The share of infrastructure costs calculated based on the description above become the partners responsibility to pay those amounts. Payments can only be made with cash or non-cash (in-kind), or a qualifying third-party in-kind contribution. Partners ***may not use personnel costs*** to offset their responsibility to pay infrastructure. *That is, if a partner owes $10,000, they cannot meet that responsibility by using staff costs.* Each partner may be contributing rent payments, utility payments and the like throughout the period because they have the agreement(s) with the seller (e.g., Landlord or Public Utility District…). Those payments are that partner's non-cash contribution amount. The term cash payments and non-cash payments distinguish between payments made directly to partners versus payments made to a third-party supplier. At the end of each quarter, WANB will calculate the upfront contributions of each partner along with the cost shares of infrastructure for each partner and create consolidated amounts owed and amounts due. Partners who owe payments will cut checks to WANB, and WANB will pay the partners who contributed non-cash payments in excess of their responsibility.

If "third-party in-kind contributions" are made that support the AJCC(s) as a whole (such as space), that contribution will not count toward a specific partner's proportionate share of the IFA. Rather, the value of the contribution will be applied to the overall infrastructure budget prior to determining proportionate amounts and thereby reduce the contribution required for all partners.				
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole				
Cost Categories	**Total Cost**	**Contributor/s**	**Value**	**Balance to Allocate**
Rent				
Utilities/Maintenance				
Equipment				
Access Technology				
Common Identifier				
Total Infrastructure Balance to Be Allocated to Colocated Partners:				***None***

Signature Page: Partners Sharing Infrastructure Costs When Proportionate Share Data Are Available

MOU Content Requirement: The state continues to be in the process of implementing a requisite statewide data tracking system, and once such data are available, all non- colocated partners who are receiving benefit from the AJCCs will also be required to contribute their proportionate share towards infrastructure costs. Consequently, the MOU must include an assurance from all non-colocated partners that they agree to pay their proportionate share of infrastructure costs.

By signing below, all parties agree that when data are available to determine the AJCC benefit to non-colocated partners, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions.

All signatures are collected on signatures pages attached to the MOU. (Attachment 4).

Sharing Other One-Stop System Costs

MOU Content Requirement: A budget outlining other system costs relating to the operation of the local One-Stop delivery system and a description of what specific costs are included in each line item. The budget must include “applicable career services” as well as any other shared costs agreed upon by the AJCC partners and Local Board. While only colocated partners share infrastructure costs, all partners must share in other system costs, including applicable career services. However, this is optional for California per the instructions from EDD regarding MOU’s and WANB has elected to not develop cost sharing for Other Systems Costs or Career services cost at this time.

The One-Stop System Partners Included in the Sharing of Other One-Stop Delivery System Costs

- ☑ Title I Adult, Dislocated Worker
- ☐ Title II Adult Education and Literacy
- ☑ Title III Wagner-Peyser
- ☑ Title IV Vocational Rehabilitation
- ☐ Title V Older Americans Act
- ☐ Carl Perkins Career Technical Education
- ☑ TANF/CalWORKS
- ☐ Job Corps
- ☐ Native American Programs
- ☑ Migrant Seasonal Farmworkers
- ☐ Veterans
- ☐ YouthBuild
- ☐ Trade Adjustment Assistance Act
- ☐ Community Services Block Grant
- ☐ Housing and Urban Development
- ☑ Unemployment Insurance
- ☐ Second Chance
- ☐ Other:

Required Consolidated Budget for the Delivery of Applicable Career Services							
The other system costs budget must be a consolidated budget for applicable career services. This budget must include each of the partner's costs for the service delivery of each applicable career service and a consolidated system budget for career services applicable to more than one partner. Unlike the IFA, other system costs should include all costs, including personnel, related to the administration and delivery of those services.							
Applicable Career Services	**T-I Adult**	**T-I DW**	**T-I Youth**	**T-II AEL**	**T-III WP**	**T-IV VR**	**TANF**
Basic Career Services:	$95,967.50 for T-1 Adult, DW & Youth	See note	See note	0	$73,556	0	$196,649
Individual Career Services:	$223,926 for T-1 Adult, DW & Youth	See note	See note	0	$36,807	0	$1,769,842
Applicable Career Services	**Tech Ed**	**T-V OAA**	**Job Corps (N/A)**	**Native Am**	**MSF**	**YouthBuild (N/A)**	**TAA**
Basic Career Services:	0	0	0	0	$115,526	0	0
Individual Career Services:	0	0	0	0	$22,500	0	0

Applicable Career Services	Comm Act	Housing (N/A)	UI	Veterans			
Basic Career Services:	0	0	$4,295	See T-III WP			
Individual Career Services:	0	0	0	See T-III WP			

Consolidated budget total of career services delivered through the One-Stop system: $751,742

Partner Agreement to Share Other One-Stop System Costs
The other system costs budget may include any other shared services that are authorized for and commonly provided through the AJCC partner programs to any individual, such as initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to other One-Stop partners, and business services. Shared operating costs may also include shared costs related to the Local Board's functions. As with infrastructure costs, other system costs must be allocable according to the proportion of benefit received by each of the AJCC partner programs, consistent with the partner's authorizing federal statute and Uniform Guidance. The MOU must also include an agreed upon budget for these other costs along with the agreed upon cost sharing methodology. These costs may be shared through cash, non-cash, or third-party in-kind contributions All AJCC partners must agree to the other system costs budget. There is no state funding mechanism for other system costs that will be triggered due to lack of agreement at the local level for these costs. *This MOU does not contain methods or an intent to have partners share in Other Systems Costs. However, the budget summaries are required to be part of the MOU, for informational purposes only.*
Options for Local Agreement for Partners to Share Other System Costs

- **Initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, and referrals to other AJCC partners.** This may include costs such as technology and tools that increase integrated service delivery through the sharing of information and service delivery processes.

- **Business services.** This may include costs related to a local or regional system business services team that has one or more partners on the team or has delegated a specific partner to provide business services on behalf of the system.

- **AJCC partner staff cross training.** This may include any staff cross training on partner programs and eligibility.

- **One-Stop operator.** This may include the system role of the One-Stop operator (e.g., coordinating service providers across the One-Stop delivery system) when the role is not specific to the operation of the AJCC and/or specific partner programs, so long as the role was defined by the Local Board in the procurement process and agreed to by all AJCC partners in the MOU.

- **Shared personnel costs for AJCC colocated partners.** This may include center receptionists and/or center managers.

Optional partner agreement to share other One-Stop system costs: initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, and referrals to other AJCC partners. *The WANB has* ***opted not to include any "other system costs"*** *for the purpose of sharing at this time. The MOU might be amended at a later date if and when partners present their costs, show benefit, and negotiate sharing methodologies that they would like, and all partners agree.* This may include costs such as technology and tools that increase integrated service deliverythrough the sharing of information and service delivery processes.		
One-Stop System Budget: Initial Intake, Assessment, Basic Skills Identification, Services, Referrals		
Line Item	**Budget Detail**	**Cost**
	Total Budget:	**$**

Required Consolidated System Budget for "Applicable Career Services"
The MOU requires identification of the applicable career services for each partner program. Applicable Career Services are services authorized to be provided under each partner's program.

Summary of Career Services Applicable to Each One-Stop Delivery System Partner							
Basic Career Services	**T-I Adult (Equus)**	**T-I DW (Equus)**	**T-I Youth (Equus)**	**T-II AEL (LCC)**	**T-III WP (EDD)**	**T-IV VR (DOR)**	**TANF* (HHS)**
T-I Program Eligibility	✓	✓	✓		✓		
Outreach, Intake, Orient	✓	✓	✓	✓	✓	✓	✓
Initial Assessment	✓	✓	✓	✓	✓	✓	✓
Labor Exch/Job Search	✓	✓	✓	✓	✓	✓	✓
Referrals to Partners	✓	✓	✓	✓	✓	✓	✓
LMI	✓	✓	✓	✓	✓	✓	✓
Performance/Cost Info	✓	✓	✓		✓	✓	
Support Service Info	✓	✓	✓			✓	✓
UI Info/Assistance	✓	✓	✓		✓	✓	✓
Financial Aid Info	✓	✓	✓	✓	✓	✓	✓

Basic Career Services	**Tech Ed (LCC / LCOE)**	**T-V OAA N/A**	**Job Corps (N/A)**	**Native Am (SVT)**	**MSF (CHD)**	**YouthBuild (N/A)**	**TAA (EDD)**
T-I Program Eligibility					✓		
Outreach, Intake, Orient	✓	✓		✓	✓		✓
Initial Assessment	✓	✓		✓	✓		✓
Labor Exchange/Job Search	✓	✓		✓	✓		✓
Referrals to Partners	✓	✓		✓	✓		✓
LMI	✓	✓		✓	✓		✓
Performance/Cost Info	✓	✓		✓	✓		✓
Support Service Info		✓		✓	✓		✓
UI Info/Assistance		✓		✓	✓		✓
Financial Aid Info		✓		✓	✓		✓
Basic Career Services	**Comm Act (N/A)**	**Housing (N/A)**	**UI (EDD)**	**Veterans (EDD)**			
T-I Program Eligibility			✓	✓			
Outreach, Intake, Orient			✓	✓			
Initial Assessment				✓			
Labor Exchange/Job Search				✓			
Referrals to Partners				✓			
LMI				✓			
Performance/Cost Info				✓			
Support Service Info				✓			

UI Info/Assistance			✓	✓			
Financial Aid Info				✓			
Individual Career Services	**T-I Adult (Equus)**	**T-I DW (Equus)**	**T-I Youth (Equus)**	**T-II AEL (LCC)**	**T-III WP (EDD)**	**T-IV VR (DOR)**	**TANF* (HHS)**
Comp Assessment	✓	✓	✓	✓	✓	✓	✓
IEP	✓	✓	✓	✓	✓	✓	✓
Career Plan/Counsel	✓	✓	✓	✓	✓	✓	✓
Short-Term Prevoc.	✓	✓	✓	✓	✓	✓	✓
Internships/Work Experience	✓	✓	✓			✓	✓
Out-of-Area Job Search	✓	✓	✓		✓	✓	✓
Financial Literacy	✓	✓	✓	✓	✓	✓	✓
IET/ELA	✓	✓	✓	✓		✓	✓
Workforce Preparation	✓	✓	✓	✓	✓	✓	✓
Individual Career Services	**Tech Ed (LCC / LCOE)**	**T-V OAA (N/A)**	**Job Corps (N/A)**	**Native Am (SVT)**	**MSF (CHD)**	**YouthBuild (N/A)**	**TAA (EDD)**
Comp Assessment		✓		✓	✓		✓
IEP		✓		✓	✓		✓
Career Plan/Counsel	✓	✓		✓	✓		✓
Short-Term Prevoc.	✓	✓		✓	✓		✓
Internships/Work Experience	✓	✓		✓	✓		✓
Out-of-Area Job Search		✓		✓	✓		✓
Financial Literacy	✓	✓		✓	✓		✓

IET/ELA	✓	✓		✓	✓		✓
Workforce Preparation	✓	✓		✓	✓		✓

Individual Career Services	**Comm Act (N/A)**	**Housing (N/A)**	**UI (EDD)**	**Veterans (EDD)**			
Comp Assessment				✓			
IEP				✓			
Career Plan/Counsel				✓			
Short-Term Prevoc				✓			
Internships/Work Experience							
Out-of-Area Job Search				✓			
Financial Literacy							
IET/ELA							
Workforce Preparation				✓			

Workforce Alliance of the North Bay - 2022 One-Stop MOU Signatures FOR NAPA as of 2/22/2024

COUNTY	ONE-STOP PARTNER CATEGORY	SIGNED MOU	ORGANIZATION	SIGNATORY
NAPA	Carl Perkins Career Technical Education	Yes	Napa Valley College	James Reeves, Assistant Superintendent & V.P. Administrative Services
NAPA	Job Corps	Yes	Treasure Island Job Corps	Paulette Lewis, Center Director
NAPA	Migrant Seasonal Farmworkers (Section 167)	Yes	California Human Development	Thomas Stuebner, Executive Director
NAPA	Temporary Assistance for Needy Families / CalWORKs		Napa County HHSA	
NAPA	Unemployment Insurance	Yes	EDD Unemployment Insurance	Ana Rendon, Employment Development Administrator
NAPA	WIOA Title I Adult, Dislocated Worker	Yes	Equus Workforce Solutions	Christy Gard, Project Director
NAPA	WIOA Title I Youth	Yes	Equus Workforce Solutions	Christy Gard, Project Director
NAPA	WIOA Title II Adult Education and Literacy	Yes	Napa Adult Education	Rick Jordan, Principal
NAPA	WIOA Title III Wagner-Peyser	Yes	EDD Workforce Services Branch	Emilia Bartolomeu, Deputy Division Chief, Northern Division
NAPA	WIOA Title IV Vocational Rehabilitation	Yes	Department of Rehabilitation	David Wayte, Regional Director
NAPA	WIOA Title V Older Americans Act	Yes	SER-Jobs for Progress	Esteban Gonzales, SCSEP Director

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WORKFORCE ALLIANCE OF THE NORTH BAY REGIONAL WORKFORCE DEVELOPMENT BOARD
AND THE
AMERICAN JOB AND CAREER CENTER OF CALIFORNIA PARTNERS

Signature Page

The CEO, the Local Board Chairperson, and all AJCC partners, regardless of colocation status, must sign the **MOU.**

This signature page requires each partner to indicate which counties they have programs. And, whether they will dedicate (assign) staff to the AJCC's (see addresses at page 7).

By signing below, all partners agree to the terms prescribed in this MOU, including the attached Infrastructure Funding Agreement (IFA). Because the MOU does not calculate or expect cost sharing for Other Systems Costs and Career Services costs, agreeing to this MOU does not bind partners to pay or fund any AJCC costs except for Infrastructure when they have staff dedicated (regardless of time base) at the AJCC.

All parties agree that when data is available to determine the AJCC benefit to non-colocated partners, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions.

Organizations Name: Napa Valley College

Mandatory Partner Program(s): Carl Perkins Career Education

Non-Mandatory Partner Program(s): Workforce Development

In the sections below, indicate:

1. If your Organization is operating the program(s), indicated below in the applicable counties by checking "Programs." (See AJCC addresses at page 7.)
2. Indicate if your program will be providing staff to these AJCC's by checking "Staff." If not, leave the Staff box unchecked.
3. Indicate if your program's customers are expected to use resources at the AJCC by checking "Customers." If not, leave the Customer box unchecked.

Napa County		Marin County		Lake County		Mendocino County	
Programs	☑	Programs	☐	Programs	☐	Programs	☐
Staff	☐	Staff	☐	Staff	☐	Staff	☐
Customers	☑	Customers	☐	Customers	☐	Customers	☐

In WITNESS THEREOF, the partners to this MOU hereby agree to the terms and execute this agreement.

Date: 10/10/2022

Signature: [signature]

Printed Name: James Reeves

Printed Title: Assistant Superintendend/Vice President, Administrative Services

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Organizations Name: Treasure Island Job Corps

Mandatory Partner Program(s): Treasure Island Job Corps

Non-Mandatory Partner Program(s):

In the sections below, indicate:

1. If your Organization is operating the program(s), indicated below in the applicable counties by checking "Programs." (See AJCC addresses at page 7.)
2. Indicate if your program will be providing staff to these AJCC's by checking "Staff." If not, leave the Staff box unchecked.
3. Indicate if your program's customers are expected to use resources at the AJCC by checking "Customers." If not, leave the Customer box unchecked.

Napa County		Marin County		Lake County		Mendocino County	
Programs	☑	Programs	☑	Programs	☑	Programs	☑
Staff	☐	Staff	☐	Staff	☐	Staff	☐
Customers	☐	Customers	☐	Customers	☐	Customers	☐

In WITNESS THEREOF, the partners to this MOU hereby agree to the terms and execute this agreement.

Date:

Signature: Lewis.Paulette Digitally signed by Lewis.Paulette Date: 2023.07.06 15:28:58 -07'00'

Printed Name: Paulette Lewis Printed Title: Center Director

ATTACHMENT 3

MEMORANDUM OF UNDERSTANDING
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Organizations Name: California Human Development (CHD)

Mandatory Partner Program(s): WIOA Section 167 NFJP (MSFW)

Non-Mandatory Partner Program(s): ______

In the sections below, indicate:

1. If your Organization is operating the program(s), indicated below in the applicable counties by checking "Programs." (See AJCC addresses at page 7.)
2. Indicate if your program will be providing staff to these AJCC's by checking "Staff." If not, leave the Staff box unchecked.
3. Indicate if your program's customers are expected to use resources at the AJCC by checking "Customers." If not, leave the Customer box unchecked.

Napa County		Marin County		Lake County		Mendocino County	
Programs	☑	Programs	☐	Programs	☑	Programs	☑
Staff	☑	Staff	☐	Staff	☑	Staff	☑
Customers	☑	Customers	☑	Customers	☑	Customers	☑

In WITNESS THEREOF, the partners to this MOU hereby agree to the terms and execute this agreement.

Date: 5/31/2022

Signature: Thomas Stuebner

Printed Name: Thomas Stuebner Printed Title: Chief Executive Officer

MEMORANDUM OF UNDERSTANDING
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Organizations Name: SER-Jobs for Progress, Inc.

Mandatory Partner Program(s): Title V SCSEP

Non-Mandatory Partner Program(s): ______

In the sections below, indicate:

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3. Indicate if your program's customers are expected to use resources at the AJCC by checking "Customers." If not, leave the Customer box unchecked.

Napa County		Marin County		Lake County		Mendocino County	
Programs	☑	Programs	☐	Programs	☐	Programs	☐
Staff	☐	Staff	☐	Staff	☐	Staff	☐
Customers	☑	Customers	☐	Customers	☐	Customers	☐

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Date: 7/25/2022

Signature: ______

Printed Name: Esteban Gonzales   Printed Title: SCSEP Director

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Organizations Name: Employment Development Department (EDD)

Mandatory Partner Program(s): EDD Unemployment Insurance

Non-Mandatory Partner Program(s): ____________________

In the sections below, indicate:

1. If your Organization is operating the program(s), indicated below in the applicable counties by checking "Programs." (See AJCC addresses at page 7.)
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3. Indicate if your program's customers are expected to use resources at the AJCC by checking "Customers." If not, leave the Customer box unchecked.

Napa County		Marin County		Lake County		Mendocino County	
Programs	☐	Programs	☐	Programs	☐	Programs	☐
Staff	☐	Staff	☐	Staff	☐	Staff	☐
Customers	☐	Customers	☐	Customers	☐	Customers	☐

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Date: 05/31/2022 Napa County - not co-located at this time.

Signature: Ana Rendon

Printed Name: Ana Rendon Printed Title: Employment Development Administrator

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Organizations Name: Equus Workforce Solutions

Mandatory Partner Program(s): WIOA Title I Adult, DW, Youth

Non-Mandatory Partner Program(s): ____________________

In the sections below, indicate:

1. If your Organization is operating the program(s), indicated below in the applicable counties by checking "Programs." (See AJCC addresses at page 7.)
2. Indicate if your program will be providing staff to these AJCC's by checking "Staff." If not, leave the Staff box unchecked.
3. Indicate if your program's customers are expected to use resources at the AJCC by checking "Customers." If not, leave the Customer box unchecked.

Napa County		Marin County		Lake County		Mendocino County	
Programs	☑	Programs	☑	Programs	☑	Programs	☑
Staff	☑	Staff	☑	Staff	☑	Staff	☑
Customers	☑	Customers	☑	Customers	☑	Customers	☑

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Date: 07/29/2022

Signature: C L Gard

Printed Name: Christy Gard Printed Title: Project Director

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Organizations Name: Napa Valley Adult Education

Mandatory Partner Program(s): Title II

Non-Mandatory Partner Program(s): ______

In the sections below, indicate:

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2. Indicate if your program will be providing staff to these AJCC's by checking "Staff." If not, leave the Staff box unchecked.
3. Indicate if your program's customers are expected to use resources at the AJCC by checking "Customers." If not, leave the Customer box unchecked.

Napa County		Marin County		Lake County		Mendocino County	
Programs	☒	Programs	☐	Programs	☐	Programs	☐
Staff	☐	Staff	☐	Staff	☐	Staff	☐
Customers	☒	Customers	☐	Customers	☐	Customers	☐

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Date: 10/4/22

Signature: ______

Printed Name: Rick Jordan Printed Title: Principal

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Organizations Name: Employment Development Department Workforce Division

Mandatory Partner Program(s): WIOA Title III - EDD Wagner-Peyser

Non-Mandatory Partner Program(s): ______

In the sections below, indicate:

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Napa County		Marin County		Lake County		Mendocino County	
Programs	☑	Programs	☑	Programs	☑	Programs	☑
Staff	☐	Staff	☐	Staff	☑	Staff	☑
Customers	☑	Customers	☑	Customers	☑	Customers	☑

In WITNESS THEREOF, the partners to this MOU hereby agree to the terms and execute this agreement.

Date: 12/19/2022

Signature: emilia Bartolomeu — Digitally signed by emilia Bartolomeu Date: 2022.12.19 16:58:51 -08'00'

Printed Name: Emilia Bartolomeu Printed Title: Deputy Division Chief

ATTACHMENT 3

MEMORANDUM OF UNDERSTANDING
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Organizations Name: Department of Rehabilitation

Mandatory Partner Program(s): Title IV - VR

Non-Mandatory Partner Program(s):

In the sections below, indicate:

1. If your Organization is operating the program(s), indicated below in the applicable counties by checking "Programs." (See AJCC addresses at page 7.)
2. Indicate if your program will be providing staff to these AJCC's by checking "Staff." If not, leave the Staff box unchecked.
3. Indicate if your program's customers are expected to use resources at the AJCC by checking "Customers." If not, leave the Customer box unchecked.

Napa County		Marin County		Lake County		Mendocino County	
Programs	☐	Programs	☐	Programs	☐	Programs	☐
Staff	☑	Staff	☐	Staff	☑	Staff	☐
Customers	☑	Customers	☐	Customers	☑	Customers	☑

In WITNESS THEREOF, the partners to this MOU hereby agree to the terms and execute this agreement.

Date: 05/23/2022

Signature: David Wayte   Digitally signed by David Wayte
Date: 2022.05.23 09:49:52 -07'00'

Printed Name: David Wayte   Printed Title: Regional Director - Redwood Empire District

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WORKFORCE ALLIANCE OF THE NORTH BAY REGIONAL WORKFORCE DEVELOPMENT BOARD
AND THE
AMERICAN JOB AND CAREER CENTER OF CALIFORNIA PARTNERS

Signature Page

The CEO, the Local Board Chairperson, and all AJCC partners, regardless of colocation status, must sign the **MOU.**

This signature page requires each partner to indicate which counties they have programs. And, whether they will dedicate (assign) staff to the AJCC's (see addresses at page 7).

By signing below, all partners agree to the terms prescribed in this MOU, including the attached Infrastructure Funding Agreement (IFA). Because the MOU does not calculate or expect cost sharing for Other Systems Costs and Career Services costs, agreeing to this MOU does not bind partners to pay or fund any AJCC costs except for Infrastructure when they have staff dedicated (regardless of time base) at the AJCC.

All parties agree that when data is available to determine the AJCC benefit to non-colocated partners, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions.

Organizations Name: Napa County Health and Human Services

Mandatory Partner Program(s): TANF

Non-Mandatory Partner Program(s): ______________________

In the sections below, indicate:

1. If your Organization is operating the program(s), indicated below in the applicable counties by checking "Programs." (See AJCC addresses at page 7.)
2. Indicate if your program will be providing staff to these AJCC's by checking "Staff." If not, leave the Staff box unchecked.
3. Indicate if your program's customers are expected to use resources at the AJCC by checking "Customers." If not, leave the Customer box unchecked.

Napa County		Marin County		Lake County		Mendocino County	
Programs	✔	Programs	☐	Programs	☐	Programs	☐
Staff	✔	Staff	☐	Staff	☐	Staff	☐
Customers	✔	Customers	☐	Customers	☐	Customers	☐

In WITNESS THEREOF, the partners to this MOU hereby agree to the terms and execute this agreement.

Date: ____________________

Signature: ______________________________

Printed Name: Jennifer Yasumoto Printed Title: HHSA Agency Director

Attachment 4

Health and Human Services Agency Collaboration with American's Job Center of California (AJCC)

The AJCC is a one-stop shop for workforce services providing a comprehensive range of no-cost employment training services for employers and job seekers through a network of local, state, private and public organizations offering a variety of services which brings employers with job openings and qualified job seekers together at no cost.

California Department of Social Services (CDSS) has charged Napa County Health and Human Services Agency (HHSA) with the responsibility of administering both Welfare to Work (WTW) and CalFresh employment and Training services to eligible participants. These programs are administered within the Self Sufficiency Services Division (SSSD) of HHSA. SSSD provides employment and training services to CalWORKs, CalFresh and General Assistance recipients. The populations we serve often represent vulnerable populations who experience a multitude of barriers from justice involvement, substance abuse, undiagnosed or untreated co-occurring mental health disorders, to domestic violence, abuse, trauma, and multi-generational poverty. These barrier removal and case management services are delivered concurrent with career development services. SSSD is committed to work with the WANB in the co-enrollment for our WTW, CEFT and GA participants in the WIOA programs to increase the employment ad earning capacity of our residents.

While the co-location of WANB and its partners is not mandated, HHSA is committed to collaborative partnerships where they can exist, and in this instance, HHSA believes that service to our most vulnerable residents who are served by HHSA can be enhanced through a holistic approach supported by the co-location. Further, HHSA believes that service to the residents of Napa County is generally enhanced by the clarity of purpose inherent through a single one-stop for employment and career services.

Therefore, in furtherance of these goals and in making a one-stop feasible, HHSA will provide space and associated in-kind contributions, described below, at 2751 Napa Valley Corporate Drive, Building A and within its existing Employment and Training Center in which CareerPoint Napa can operate (reference Space License Agreement (SLA) with Workforce Alliance of the North Bay).

Both parties also recognize the costs incurred by HHSA are a voluntary in-kind contribution to supporting the partnership and broader vision of a one-stop. The day-to-day support will occur between HHSA, by and through its Self Sufficiency Services Division (SSSD), as follows:

Health and Human Services Agency	In-Kind Contribution
Full-time SSSD Receptionist at CareerPoint Napa to greet and direct clients to appropriate AJCC partner and to provide general career services information.	$108, 022
Information/training to AJCC staff on accessing CalWORKs Services	$2,511
A dedicated CalWORKs Eligibility Specialist liaison to AJCC staff.	$6,528
Computer equipment for AJCC customers to use while they are receiving services at CareerPoint Napa.	$63,848