

MEMORANDUM OF UNDERSTANDING
Between
Fresno Regional Workforce Development Board
And
County of Fresno Department of Social Services

In accordance with the Workforce Innovation and Opportunity Act of 2014, Public Law 113-128, 29 U.S.C. 3101, et seq., as amended (hereafter referred to as "WIOA"), the Fresno Regional Workforce Development Board (hereinafter referred to as the "WDB") shall develop a local plan, and enter into a Memorandum of Understanding ("MOU") with local America's Job Center One-Stop Partners (as defined in Section IV(B) below) regarding the operation of the local America's Job Center One-Stop System of service delivery (the "local One-Stop System") and the performance of the functions described in Section 121(e)(1) of the WIOA. MOUs must be executed between the WDB and the America's Job Center One-Stop Partners, with the agreement of the Chief Local Elected Official. The Chief Local Elected Official in the WDB's Local Workforce Development Area (collectively, the City and County of Fresno) has delegated to the WDB the ability to execute this MOU pursuant to that certain Joint Exercise of Powers Agreement dated May 19, 2009, as amended (the "Joint Powers Agreement").

I. VISION, MISSION AND GOAL OF THE FRESNO COUNTY AMERICA'S JOB CENTERS OF CALIFORNIA (AJCC) ONE-STOP SYSTEM

A. Vision

To fully engage all available public and private resources to ensure the Fresno Regional Workforce Development system as the premier source for the human capital needs of growth industry clusters within Fresno County. By integrating education and workforce preparation to assist the best companies in Fresno County to remain and thrive in our local community, to achieve sustainable economic growth. To concurrently assist our unemployed and underemployed residents to achieve a higher quality of life by access to such careers in growth industry sectors.

B. Mission

The Fresno Regional Workforce Development Board, a Joint Powers Authority between the City and County of Fresno, in partnership with both the public and private sectors, exists primarily to assist local businesses in meeting their human capital needs. In this, we both (1) screen and train prospective new employees and (2) assist in upskilling existing employees. By offering such quality referral and training services, directly linked to local industry needs, we are of greatest benefit to our unemployed and underemployed clients.

II. PURPOSE OF MEMORANDUM OF UNDERSTANDING

- A. To define, establish, and reinforce relationships between the WDB and the designated America's Job Centers of California (AJCC) One-Stop Partners;
- B. To define the roles and responsibilities of these entities in the performance of their combined goal of establishing a workforce development system through the local One-Stop System that is:
 - 1. Integrated (offering as many employment, training, and education services as possible for employers and individuals seeking jobs or wishing to enhance their skills and

affording universal access to the system overall);

2. Comprehensive (offering to participant/customer a large array of useful information with wide and easy access to needed services);
 3. Participant/customer-focused (providing the means for judging the quality of services and making informed choices); and
 4. Performance-based (based on clear outcomes to be achieved, mutually negotiated outcomes and methods for measurements, and the means for measuring and attaining participant/customer satisfaction); and
- C. To describe how cost of services and the operating cost of the local One-Stop System will be funded.

III. STATEMENT OF ISSUE

As a partner under the WIOA, the County of Fresno Department of Social Services, hereinafter referred to as the "Partner", enters into an MOU with the WDB regarding the manner in which the Partner will participate and provide access to their services through the local One-Stop System.

IV. DEFINITIONS

The following definitions apply to this MOU:

- A. AJCC One-Stop Operator (also referred to herein as the "One-Stop Operator"):
The WDB subcontracted entity or entities designated to operate the local One-Stop System, by coordinating the service delivery of required One-Stop Partners and service providers (20 CFR § 678.620) in accordance with the AJCC Partner MOUs.
- B. AJCC One-Stop Partner:
An entity that carries out one or more programs or activities described herein, makes those programs or activities available to participants through the local One-Stop System, and participates in the operation of the local One-Stop System consistent with the terms of this MOU and with the requirements of their Authorizing Law (as defined in Section IV(C) below) by which the programs or activities are authorized under the WIOA. Sometimes also referred to herein as "Partner."
- C. Authorizing Law:
Refers to each respective Partner's legal authority to engage in the specific programs or activities that the Partner will provide in connection with WIOA authorized programs, activities, or services.
- D. Basic Career Services:
Refers to services and resources available to the general public without enrollment into the WIOA program or any Partner's program. These services are overseen by the subcontracted Providers of Services of the FRWDB. These services include but are not limited to the following services, and are provided either by the WDB or by the Partners, as appropriate, applicable and allowable:
1. Determination of eligibility to receive WIOA-enrolled services.

2. Outreach, intake, and orientation to the services available through the One-Stop System.
3. Initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs.
4. Labor exchange services, including the following:
 - a. Job search, placement assistance, and career counseling, including information on in-demand industry sectors and occupations as well as nontraditional employment.
 - b. Recruitment and other business services on behalf of employers in the local area, such as information and referral to specialized business services not traditionally offered through the local One-Stop System.
5. Referrals to, and coordination of activities with, other programs and services, including programs and services within the local One-Stop System and other workforce development programs.
6. Workforce and labor market employment statistics information, including information relating to local, regional, state, and national labor market areas, including the following:
 - a. Job vacancy listings and the job skills necessary to obtain them.
 - b. Information on local in-demand occupations and the earnings, skill requirements, and opportunities for advancement that accompany them.
7. Information on performance and program cost of eligible providers of training services, youth workforce development activities, adult education, career and technical education activities at the postsecondary level, career and technical education activities available to school dropouts, and vocational rehabilitation services.
8. Information regarding how the local area is performing on the local performance accountability measures and any additional performance information with respect to the local One-Stop System.
9. Information on, and referral to, supportive services or assistance, including the following:
 - a. Child care, child support, medical or child health assistance under title XIX or XXI of the Social Security Act.
 - b. Benefits under the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008.
 - c. Assistance through the earned income tax credit under section 32 of the Internal Revenue Code of 1986.
 - d. Assistance under a state program for temporary assistance for needy families funded under part A of Title IV of the Social Security Act.
 - e. Other supportive services and transportation available in the local area.
10. Information and assistance regarding filing claims for unemployment compensation.
11. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs that are not funded under WIOA.

E. Business Services:

The terms "Business Services" means services and resources available to employers in the local area and are provided by Partners and sub-contracted providers of services, with

oversight by WDB staff, where applicable, appropriate and allowable. These services include, but are not limited to:

1. Labor exchange activities and labor market information;
2. Customized screening and referral of qualified participants in training services to employers;
3. Customized services to employers, employer associations, or other such organizations, on employment-related issues;
4. Customized recruitment events and related services for employers including targeted job fairs;
5. Human Resource consultation services, including but not limited to assistance with:
 - a. Writing/reviewing job descriptions and employee handbooks;
 - b. Developing performance evaluation and personnel policies;
 - c. Creating orientation sessions for new workers;
 - d. Honing job interview techniques for efficiency and compliance;
 - e. Analyzing employee turnover; or
 - f. Explaining labor laws to help employers comply with wage/hour and safety/health regulations;
6. Customized labor market information for specific employers, sectors, industries or clusters;
7. Rapid Response and lay-off aversion; and
8. Other similar customized services.

F. Individualized Career Services:

The term “Individualized Career Services” means services available to persons who meet the eligibility requirements as defined in the WIOA and subsequent regulations. These services are provided by the WDB’s subcontracted service providers and Partners, where applicable, appropriate and allowable. These services are subject to priority of service and include, but are not limited to:

1. Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include the following:
 - a. Diagnostic testing and use of other assessment tools.
 - b. In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.
2. Development of an individual employment plan to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives.
3. Group counseling.
4. Individual counseling.
5. Career planning.

6. Short-term prevocational 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.
7. Internships and work experiences linked to careers.
8. Workforce preparation activities.
9. Financial literacy services.
10. Out-of-area job search assistance and relocation assistance.
11. English language acquisition and integrated education and training programs.

G. AJCC Partner Services:

The term "AJCC Partner Services" means those services described in Section IX, Description of Services to Be Provided by Partner, of this MOU carried out under the Partner's Authorizing Law.

H. Participant/Customer:

The term "Participant/Customer" is defined as a person or persons receiving integrated local One-Stop System employment, training, educational services, and/or business services for employers from any AJCC partner.

I. Training Services:

The term "Training Services" means services available to persons who meet the eligibility requirements as defined in the WIOA, subsequent regulations, and locally-defined prerequisites. These services are provided by the WDB's subcontracted service providers and Partners, where applicable, appropriate and allowable. These services are subject to priority of service and include, but are not limited to:

1. Occupational skills training, including training for nontraditional employment.
2. On-the-job training.
3. Incumbent worker training.
4. Programs that combine workplace training with related instruction, which may include cooperative education programs.
5. Training programs operated by the private sector.
6. Skill upgrading and retraining.
7. Pre-apprenticeship and apprenticeship training.
8. Entrepreneurial training.
9. Transitional jobs (Work Experience).
10. Job readiness training provided in combination with another training service.
11. Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with another training service.
12. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

13. Other similar training services.

V. AJCC ONE-STOP PARTNER PARTICIPATION

Partner agrees to participate in a joint planning process which results in the development of the local and regional Strategic Plan submitted to the State in accordance with issued WIOA guidelines (the "Strategic Plan"). Partners agree to engage in planning, plan development, and activities, to result in:

- A. Continuous partnership building between all parties to this MOU;
- B. Continuous partnership building and planning responsive to State requirements;
- C. Continuous partnership between State and local representatives engaged in WIOA activities and related workforce preparation and development;
- D. Responsive to specific local and economic conditions, including employer needs;
- E. Adherence to strategic planning principles adopted by the WIOA for long range planning, including the requirement for continuous improvement;
- F. Adherence to common data collection and reporting, including needs for modification or change;
- G. Diligence in developing coordinated local leadership in workforce development through;
- H. Responsiveness to participant/customer needs;
- I. Maintenance of system infrastructure;
- J. Shared technology and information;
- K. Performance management to measure the success of the local One-Stop System overall and to enhance performance in a spirit of quality management and continuous improvement.
- L. Identification of each Partner's appropriate contribution to meeting the performance standards negotiated between the State of California and WDB.

VI. THE CUSTOMERS TO BE SERVED

The AJCC One-Stop Center will serve:

- A. Those Fresno County residents who are seeking employment, need guidance on how to make career choices, and are building basic educational or occupational skills.
 - 1. Priority of Service will be given to those who are (in order of priority):
 - a. Veterans and eligible spouses who are also recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient.
 - b. Individuals who are recipients of public assistance, other low-income individuals, individuals who are basic skills deficient, or individuals with other barriers to employment.

- c. Veterans and eligible spouses who are not included in WIOA's priority groups.
 - d. Other individuals not included in WIOA's priority groups.
- B. Those businesses who are seeking a skilled and stable workforce and need guidance in various business operations or in need of assistance in case of reductions in force.
- C. All AJCC One-Stop Center services and Partner services will be available to all eligible residents no matter their English language proficiency or physical abilities.

VII. AMERICANS WITH DISABILITIES ACT COMPLIANCE

Partner agrees to ensure that the policies and procedures, as well as the programs and services provided at the AJCC and Partner's facilities, 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.

VIII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

Partner agrees that no person shall, because of ethnic group identification, age, sex, gender identification, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, or political belief be excluded from participation, be denied benefits of, or be subject to discrimination under any program or activity receiving state or federal assistance. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

IX. DESCRIPTION OF SERVICES TO BE PROVIDED BY THE PARTNER

Partner agrees that they will provide access to all the services described below at the designated AJCC One-Stop and any other affiliate location deemed appropriate by the Partner. Partner will participate in the creation of the local One-Stop System which provides universal access and enables customers to become self-sufficient.

Partner will ensure that services are provided either by (i) assigning staff to the local AJCC One-Stop(s); (ii) using a mutually developed referral process; (iii) training the subcontracted Provider of Services staff, and other Partner staff to deliver information about the services available to eligible individuals; and/or (iv) using technology to provide services to participants/customers, except as noted below.

Partner will ensure that the needs of workers and youth, and individuals with barriers to employment, including but not limited to individuals with disabilities and limited English proficient individuals, are provided necessary and appropriate access to services, including access to technology and materials, available through the local One-Stop System.

Any Partner funded by Wagner-Peyser is required to be co-located in the Comprehensive America's Job Center One-Stop Center (as defined and identified in Section XI(A) below).

Partner agrees that it will provide the following One-Stop Partner Core Services to participants/customers and support local One-Stop System activities, depending on individual

eligibility and availability of funding:

A. Locations and Staff

- DSS may provide the following staff classifications at an agreed upon Full Time Equivalent (FTE) level:
 - Winepress One Stop: Job Specialist, Office Assistant
 - Selma/Reedley One Stop: Job Specialist

B. Services Provided:

2. DSS staff may provide the following, upon availability of staff:
 - Assistance with reception duties;
 - Assistance with job fairs and employer services events;
 - Participation on WIOA Training Scholarship Panels;
 - Liaison services between WDB partners, DSS staff and participants;
 - Welfare-to-Work case management;
 - Participation on the Self-Reliance Team.

X. WDB RESPONSIBILITIES

As authorized under the WIOA, and pursuant to the Joint Powers Agreement, the WDB will establish policies necessary for implementation of the WIOA in the local area and shall:

- A. Develop and submit a local plan to the Governor;
- B. Collaborate with other Workforce Development Boards to develop a Regional Plan;
- C. Identify eligible AJCC One-Stop Operators by awarding grants or contracts on a competitive basis;
- D. Conduct programmatic and fiscal reviews of the WIOA services provided by sub-contracted program providers of services, training services providers and report to the WDB the results of those reviews;
- E. Identify eligible providers of youth activities in the local area by awarding grants or contracts on a competitive basis based on the recommendations of the WDB Youth Council;
- F. Identify eligible providers of training services in the local area by awarding grants or contracts on a competitive basis;
- G. Identify eligible providers of Individualized Career Services in the local area by awarding grants or contracts on a competitive basis;
- H. Provide adequate facilities for the Partners as needed and as funding allows;
- I. Develop a local One-Stop System budget for the purpose of carrying out the duties of the

WDB;

- J. Solicit and accept grants and donations from sources other than federal funds made available under WIOA;
- K. Conduct regular program and physical plant assessments for compliance to federal, state and local Equal Opportunity and Americans with Disabilities Act regulations as required by law;
- L. Negotiate local performance measures;
- M. Coordinate the workforce development activities carried out in the local area with economic development strategies and develop other employer linkages with such activities;
- N. Promote participation by private sector employers in the statewide workforce development system and help such employers meet their hiring needs using the system by providing connecting, brokering, and coaching activities to the employers;
- O. Make available to the public, on a regular basis through open meetings and/or through publications online, information regarding the activities of the WDB, including information regarding the Strategic Plan prior to submission of the Strategic Plan, membership, the designation and certification of AJCC One-Stop Operator(s), the award of grants or contracts to eligible providers of youth activities, and, on request, minutes of formal meetings of the WDB;
- P. Negotiate and enter into an MOU with each AJCC One-Stop Partner that meets the requirements of the WIOA and sets forth their respective responsibilities for making a full range of services available through the local One-Stop System; and shall modify this MOU to add additional Partners as needed for the benefit of the community and system.

XI. LOCATION OF AMERICA'S JOB CENTER ONE-STOP SITES

- A. The WDB will establish a minimum of one physical location called the "Comprehensive AJCC" within the workforce development area in which all AJCC One-Stop Partners will provide access to the services provided under the WIOA. The parties agree that the Comprehensive AJCC shall be located at the 3170 W. Shaw Avenue, Fresno, California 93711. This location may be changed by the WDB during the term of this MOU upon thirty (30) days advance notice of such change to the Partners. Each Partner agrees that it will provide access to the services described in this MOU at such location and any other affiliate location deemed appropriate by each Partner, with concurrence of the WDB.
- B. If the WDB establishes additional AJCC One-Stop Centers within its local workforce development area, each Partner will determine the extent and manner in which it will participate in such additional centers. However, access to each Partner's services will be made available at all locations, either with on-site staff, via technology, or referral to the nearest office of the Partner.
 - 1. Affiliate AJCC One-Stop Centers are listed in Attachment 2, Fresno Regional Workforce Development Board and Partner Workforce Services Centers.
- C. The Partner commits to providing information and access to all AJCC Partner services, as

described in this MOU, at each of the service locations.

XII. METHODS OF REFERRAL

- A. The WDB, through its designated AJCC One-Stop Operator(s), and the Partners agree to utilize the approved referral processes and forms for common intake and referral among the AJCC One-Stop Partners and providers of services. The WDB and Partners developed a universal referral system and form that is used for all cross-agency referrals. Copies provided in Attachment 3, which is attached hereto and incorporated herein by reference.
- B. The WDB and Partner agree to train and provide technical assistance to the appropriate staff of each of the other participating AJCC One-Stop Partners and subcontracted providers of services on topics that include but are not limited to eligibility for and scope of allowable services for the Partner's programs.
- C. Partner agrees to suggest appropriate referrals for its applicants and clients, the availability of additional services from other AJCC partners if they determine the client could benefit from those referral(s).
- D. A listing of Partner Services and Partner Sites and Locations can be found in Attachments 1 and 2, (which is attached hereto and incorporated herein by reference) respectively, for referral purposes.

XIII. CONFIDENTIALITY

Partner shall be in strict conformance with all applicable federal, State of California and/or local laws and regulations relating to confidentiality, including Welfare and Institutions Code, section 10850 and ensure that all applications and records concerning participants/customers shall be kept confidential and shall not be opened to examination, publicized, disclosed, or used for any purpose not directly connected with the administration of the local One-Stop System. The Partner shall inform all of its employees, agents, officers, subcontractors, Board members, or partners of this provision and that any person knowingly and intentionally violating this provision is guilty of a misdemeanor.

- A. All participant/customer applications and records related to services provided under this MOU, including eligibility for services, 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. Signed information releases will be obtained where appropriate.
- B. Partner agrees to share information either agreed upon by them or as interpreted by the Chief Local Elected Official or designee to be necessary for the administration of the local One-Stop System. Partner shall obtain signed releases allowing for the sharing of participant/customer information necessary for provision of services under the WIOA; i.e. assessment; universal intake; program or training referral; job development or placement activities; and other services as needed for employment or program support purposes.
- C. At any time an America's Job Center One-Stop Partner requests confidential information regarding another Partner's participant/customer, the request shall be accompanied by a written Release of Confidential Information signed by the participant/customer.

XIV. GRIEVANCES AND COMPLAINTS

Partner agrees 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 remedy 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.

XV. COST ALLOCATION

- A. Partner agrees to financially participate in the operating costs related to the common costs of the One-Stop System attributable to the Partner's program(s).
- B. Partner commits to work collaboratively with the WDB and other AJCC One-Stop Partners to participate in the implementation of the Infrastructure Funding Agreement (IFA) process.
- C. Non-Co-located partners, are not subject to sharing in the infrastructure costs until such time the State defines and communicates the process and methodology for assessing the benefit and or value to the Non-Co-located partner.

- 1. Non-Co-Located Partners' MOUs will not have the IFA incorporated as Exhibit A.

XVI. TERM AND RENEWAL OF MOU AND IFA

- A. The term of this MOU is from July 1, 2022, to June 30, 2025, unless it is terminated earlier as provided in Section XVIII, below.
- B. The term of the IFA is from July 1, 2022, to June 30, 2023, and will be updated annually.
 - 1. Each update will be incorporated into this MOU.
- C. This MOU is of no force or effect until signed by authorized representatives of the participating America's Job Center One-Stop Partner and the WDB. Once signed thereby, this MOU is effective commencing upon July 1, 2022, and shall supersede in its entirety any MOU entered into previously by and between the participating AJCC One-Stop Partner and the WDB.
- D. The MOU, once signed, becomes a part of the local Strategic Plan.

XVII. REVISIONS AND MODIFICATIONS

This MOU may be revised or modified with the approval of both the WDB and of the Partner.

XVIII. TERMINATION

Partner may terminate its participation in this MOU upon thirty (30) days written notice to the WDB; or the WDB may terminate this MOU upon thirty (30) days written notice of such termination to partner.

XIX. NOTICE

Any notice required or permitted to be given by any party to this MOU shall be deemed given upon personal delivery to the other parties or two (2) days after being deposited in the United States mail, postage prepaid, first-class mail addressed to the other parties at the following addresses or to such other address as the parties may provide by written notice given in accordance herewith:

Fresno Regional Workforce Development Board Attn: Executive Director 2125 Kern Street, Suite 208 Fresno, CA 93721	Partner's address as identified on the signature page below.
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XX. ADMINISTRATIVE AND OPERATIONAL MANAGEMENT

It is understood that the Partner and its staff are subject to their existing personnel policies, procedures, regulations and statutes as well as applicable collective bargaining agreements. The WDB will assure to the extent possible that the One-Stop Operator will work with all Partners in developing and implementing policies and procedures for the One-Stop System, in order to avoid inconsistencies with their respective policies, procedures, regulations and collective bargaining agreements.

XXI. SHARED INFORMATION 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:

- A. Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other applicable statutes or requirements.
- B. Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- C. System security provisions shall be agreed upon by all partners.

XXII. PUBLIC COMMUNICATIONS AND BRANDING RELATED TO WIOA SERVICES

- A. All communications must be approved by the WDB Marketing Manager or Executive Director prior to the communication.
- B. Partner agrees to utilize the AJCC logo developed by the State of California and the Local Board on buildings identified for AJCC usage.

XXIII. DISPUTE RESOLUTION

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

Signatures:

In WITNESS THEREOF, the parties to this Memorandum of Understanding execute this agreement.

Dated: 8/16/2022 2022

BY

DocuSigned by:



Jeffrey Hensley, FRWDB Chair

Fresno Regional Workforce Development Board

2125 Kern Street, Suite 208

Fresno, CA 93721

APPROVED BY THE COUNTY OF FRESNO AS TO ITS CAPACITY AS CHIEF LOCAL ELECTED OFFICIAL (CLEO):

By:



Brian Pacheco, Chairman of the Board of
Supervisors of the County of Fresno

ATTEST:

Bernice E. Seidel

Clerk of the Board of Supervisors

County of Fresno, State of California

By:



Deputy

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California.

CITY OF FRESNO,
A California municipal corporation

Dated: 8/31/2022

By: 
Georgeanne White
City Manager

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By:  8/31/2022
Katie Doerr
Chief Assistant City Attorney

ATTEST:
TODD STERMER, CMC
CITY CLERK

By: 
Date

**Workforce Innovation and Opportunity Act
AJCC Partner**

INFRASTRUCTURE FUNDING AGREEMENT

Program Year 2022 - 2023

This Infrastructure Funding Agreement (IFA) is entered into between the Fresno Regional Workforce Development Board (FRWDB) and Fresno County Department of Social Services, an America's Job Center of California (AJCC) Partner in the Fresno County Local Workforce Development Area, effective as of the first day of the term hereof.

RECITALS

WHEREAS the Workforce Innovation and Opportunity Act (WIOA) provides that the FRWDB shall establish and operate a One-Stop System, also known as AJCC, to serve customers in Fresno County with the collaboration of the Partner; and

WHEREAS, the FRWDB has established Workforce Connection, located at **3170 W. Shaw Avenue, Fresno, California 93711**, as the comprehensive AJCC; and

WHEREAS, the Partner is to share the cost and burden of the AJCC to the fullest extent allowable taking into account restrictions imposed by sources of funding relied upon by the Partner, which, if possible, shall contribute services or space, if prohibited from paying cash, to contribute its share of the in-kind expenses of the AJCC benefiting; and

WHEREAS, FRWDB has contracted with the Fresno Area Workforce Investment Corporation (FAWIC) to provide administrative services, including, without limitation, administering this Agreement on behalf of the FRWDB; and

WHEREAS, the FRWDB and Partner desire to enter into this Agreement in order to establish the methodology, terms and conditions under which they will provide resources or funds in sharing the costs of the AJCC.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto hereby agree as follows:

- I. **Term.** The term of this Agreement shall commence on **July 1, 2022, and terminate on June 30, 2023**, unless otherwise terminated as hereinafter provided.
- II. **AJCC Partners.** The following entities are partners in the operation of the AJCC.
 - a. Co-Located Partners (subject to comprehensive AJCC infrastructure cost sharing):
 - i. Employment Development Department
 - ii. Fresno County Department of Social Services
 - iii. Department of Rehabilitation
 - iv. Fresno Economic Opportunities Commission – LIHEAP
 - v. California Indian Manpower Consortium
 - vi. State Center Community College District

Exhibit A

- b. Co-located Partners (Federally exempt from AJCC infrastructure cost sharing)
 - i. None
- c. Non Co-Located Partners (subject to other comprehensive AJCC services cost sharing and reporting):
 - i. None

III. **Cost Allocation Methodology.** The FRWDB and Partner agree that the AJCC Budget and Allocation Plan set forth in Attachments A and B, respectively, bears an equitable relationship to the benefits received by each at the comprehensive AJCC.

The Methodology will:

- a. Be consistent with federal laws authorizing each partner's program.
- b. Comply with federal cost principles in the Uniform Guidance.
- c. Include only costs that are allowable, reasonable, necessary, and allocable to each program partner.

Those partners who are co-located in the comprehensive AJCC, identified in Section II a, are mandated to share in the infrastructure costs of the comprehensive AJCC, to the extent allowed under their authorizing law.

Those partners co-located in the comprehensive AJCC, as identified in Section II b, are exempt from infrastructure cost sharing by the federal government. These partners are subject to other comprehensive AJCC services cost sharing and reporting.

Those partners not co-located in the comprehensive AJCC, as identified in Section II c, are not subject to sharing in the infrastructure costs until such time the State defines and communicates the process and methodology for assessing the benefit and or value to the non co-located partner.

The infrastructure costs shall be allocated as follows:

- a. Direct Charge: Costs that are incurred solely for the benefit of Partner shall be allocated to Partner.
- b. Square Footage Percentage at an AJCC Site: Partner shall be allocated the cost of providing and maintaining facilities at the site based upon the percentage of the number of square feet at the site Partner commits to use relative to the total space of the site.
- c. Communication Costs: Partner shall be allocated the communication costs at the site based upon the percentage of the number of devices at the site the Partner commits to use relative to the total devices at the site.

IV. **Partner-provided Career Services** For all partners (co-located and non co-located), other costs associated with providing Career Services to the AJCC system are described in Attachment C. Reporting of these services are further described in Section VI, Partner Resources.

V. **Other System Costs - Shared Costs.** FAWIC will pay to the appropriate vendors the shared non-infrastructure costs for the comprehensive AJCC. These payments will be considered the WIOA resources for payment of allocable costs to WIOA.

- VI. **Partner Resources.** Partner agrees to provide the following resources in support of the AJCC system:
- a. For infrastructure costs, co-located partners will provide cash payment for the amount allocated to them as shown in Attachment B.
 - i. If a cash payment is required from the partner, FAWIC will invoice the partner monthly. The partner shall submit their payment to the Fresno Area Workforce Investment Corporation, 2125 Kern Street, Suite 208, Fresno, CA 93721. All cash payments must be received by FAWIC no later than 45 calendar days after receipt of the invoice unless an alternative arrangement is agreed to in writing by FAWIC and the partner. A partner's failure to pay within a timely manner will be reported to the FRWDB Adult Council and may be subsequently submitted for dispute resolution as provided for in Section VII.
 - b. All partners (co-located and non-co-located) will provide estimated annual budgets that reflects their agency expenditures/contributions to provide Career Services to Fresno County residents. The Consolidated Career Services Budget is further described in Attachment C.
 - i. Partner agrees to submit semi-annually actual versus budget reports for Career Services Expenditures.
 - ii. Reviews of the consolidated report will be in accordance with Section VII.
- VII. **Periodic Review of Costs, Allocations and Contributions.** The FAWIC will provide quarterly reports to the partners showing the actual costs, allocations and contributions versus budget and/or plan. After the close of the second calendar quarter, FAWIC will convene an AJCC Partner Review meeting to determine if adjustments to budget and or allocations need to be made based on actual expenditures. If a modification is deemed appropriate, then this IFA amendment will be modified as agreed to by all partners.
- VIII. **Dispute Resolution.** Any dispute among or between the parties hereto shall be addressed by the FRWDB in accordance with WIOA and the appropriate Final Rules promulgated with respect thereto, as amended and applicable. Following a decision by FRWDB, the parties involved may appeal to the State of California following the applicable procedures. Pending final resolution of a dispute hereunder, the parties involved shall proceed diligently to perform their respective obligations under the Agreement in accordance with the FRWDB decision, unless the parties have given a notice of termination as provided for in Section IX.
- IX. **Termination.** Use of funds identified in this IFA as being available to pay the costs, charges, and fees set forth herein are contingent upon receipt of those funds by Partner. Partner may withdraw from this Agreement in the event that funding is either eliminated or reduced such that Partner can no longer pay the costs set forth above. Such withdrawal shall be effective with no less than a 30-day written notification to FAWIC that Partner lacks funding, or upon the vacating of the premises by Partner, if applicable, whichever is later.

Exhibit A

The FRWDB and Partner executing this Infrastructure Funding Agreement agree to its terms and conditions:

County of Fresno

Brian Pacheco, Chairman of the Board of Supervisors of the County of Fresno


Signature Date 8-9-2022

ATTEST:

BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By 
Deputy

Fresno Regional Workforce Development Board

Jeffrey Hensley, Chair

DocuSigned by:

Signature Date 8/16/2022

ATTACHMENT A – COMPREHENSIVE AJCC BUDGET – Twelve (12) Months

Category	Description	Reoccurring Costs
Communication	Telephone	\$ 4,368
Communication	Data Lines	\$ 17,220
	Subtotal	\$ 21,588
Facilities	General Bldg. Maintenance	\$ 5,000
Facilities	Furniture	\$ 5,000
Facilities	Janitorial	\$ 60,000
Facilities	Security Alarm	\$ 570
Facilities	Pest Control	\$ 1,800
Facilities	Brivo - Access Control	\$ 7,176
Facilities	InformaCast – Emergency System	\$ 1,908
Facilities	Security Guard	\$ 70,000
Facilities	Office Space - Rent	\$ 1,200,000
Facilities	Utilities	\$ 80,000
	Subtotal	\$ 1,431,454
	Grand Total	\$ 1,453,042

Attachment B – Comprehensive AJCC Infrastructure Cost Allocation Methodology and Plan

Allocation Methodology

The infrastructure costs shall be allocated as follows:

- a. Direct Charge: Costs that are incurred solely for the benefit of Partner shall be allocated to Partner.
- b. Square Footage Percentage at an AJCC Site: Partner shall be allocated the cost of providing and maintaining facilities at the site based upon the percentage of the number of square feet at the site Partner commits to use relative to the total space of the site.
- c. Communication Costs: Partner shall be allocated the communication costs at the site based upon the percentage of the number of devices at the site Partner commits to use relative to the total devices at the site.

Allocated Square Footage Summary

Agency	Total Direct Area	Common	Circulation	Shared	Total	%
DOR	1,415	720	1,239	62	3,436	10%
DSS	96	49	158	62	365	1%
EDD	3,669	1,867	2,853	62	8,451	26%
FCEOC - LIHEAP	120	61	197	62	440	1%
Indian Manpower	178	91	293	62	624	2%
State Center Community College	48	24	79	62	213	1%
WIOA	4,591	2,335	5,912	6,629	18,970	59%
Total	10,117	5,147	10,731	7,001	32,996	100%

Attachment B – Comprehensive AJCC Infrastructure Cost Allocation Methodology and Plan (Cont.)

<u>Comprehensive AJCC Proposed PY 22-23 Allocation</u>		<u>DOR</u>	<u>DSS</u>	<u>EDD</u>	<u>FCEOC</u>	<u>California Indian Manpower</u>	<u>State Center Community College</u>	<u>WIOA</u>	<u>Totals</u>
Facilities	Based on Square Footage	3,436	365	8,451	440	624	213	19,467	32,996
		10%	1%	26%	1%	2%	1%	59%	100%
Maintenance	81,454	8,482	901	20,862	1,086	1,540	526	48,057	81,454
Security Guard	70,000	7,289	774	17,929	933	1,324	452	41,299	70,000
Rent	1,200,000	124,961	13,274	307,346	16,002	22,694	7,746	707,977	1,200,000
Utilities	80,000	8,331	886	20,490	1,067	1,513	517	47,197	80,000
Subtotal	\$1,431,454	\$149,063	\$15,835	\$366,627	\$19,088	\$27,071	\$9,241	\$844,530	\$1,431,454
Communication	Based on Percentage of Devices on Network	7%	2%	16%	1%	2%	1%	71%	100%
	21,588	1,527	407	3,360	204	407	204	15,479	21,588
	Total	\$150,590	\$16,242	\$369,987	\$19,292	\$27,478	\$9,445	\$860,009	\$1,453,042

Attachment C - Applicable Career Services Consolidated Budget - Twelve (12) Months

Amounts are Estimates and Services provided are checked.

	WIOA	WP	EDD			DOR	SCCCD Education	WHCCD Education	CfWI Older Americans	SER Older Americans	DSS	Proteus MSFW	CIMC Native Americans	FEOC CBG	WHAEC - Education	SCAEC Education	Job Corps
			UI	Vets	TAA												
Basic Career Services	\$855,669	\$2,203,928	\$112,400	\$263,698	\$4,621	\$3,988,118	\$167,394	\$50,070	\$10,359	\$18,294	\$130,636	\$678,846	\$168,258	\$7,834	\$25,000		\$40,000
Program Eligibility	✓	✓	✓	✓	✓	✓				✓	✓	✓	✓	✓			✓
Outreach, Intake, Orient	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓			✓
Initial Assess.	✓	✓		✓	✓	✓	✓		✓	✓		✓	✓	✓	✓		✓
Labor Exch/Job Search	✓	✓		✓	✓	✓	✓	✓		✓		✓					
Referrals to Partners	✓	✓		✓	✓	✓	✓	✓		✓	✓	✓	✓		✓		✓
Labor Market Information	✓	✓		✓	✓	✓	✓	✓		✓			✓		✓		✓
Perf/Cost Info	✓	✓															
Supportive Services Info	✓	✓		✓	✓	✓			✓	✓	✓	✓	✓				
UI Info/Assist.	✓	✓	✓	✓	✓								✓				
Fin Aid Info	✓	✓			✓		✓	✓					✓		✓		
	WIOA	WP	EDD			DOR	SCCCD	WHCCD	CfWI	SER	DSS	Proteus MSFW	CIMC	FEOC	WHAEC	SCAEC	Job Corps
			UI	VETS	TAA												
Individual Career Services	\$2,089,748	\$388,929		\$46,535	\$815	\$15,952,471	\$55,797	\$50,070	\$6,905	\$18,293	\$37,325	\$457,740	\$27,891		\$50,000	\$472,702	
Comp. Assess.	✓	✓		✓	✓		✓			✓		✓	✓				
IEP	✓	✓		✓	✓		✓			✓		✓	✓				
Career Planning /Counseling	✓	✓		✓	✓		✓	✓	✓	✓	✓	✓	✓			✓	
Short-Term Pre-voc. Assistance	✓							✓				✓	✓		✓		
Out of Area Job Search	✓			✓	✓		✓	✓		✓		✓					
Fin. Lit.	✓	✓		✓	✓					✓							
IET/ELA	✓																

Attachment C - Applicable Career Services Consolidated Budget - Twelve (12) Months

Amounts are Estimates and Services provided are checked.

Workforce Prep	✓	✓		✓	✓		✓				✓				✓		
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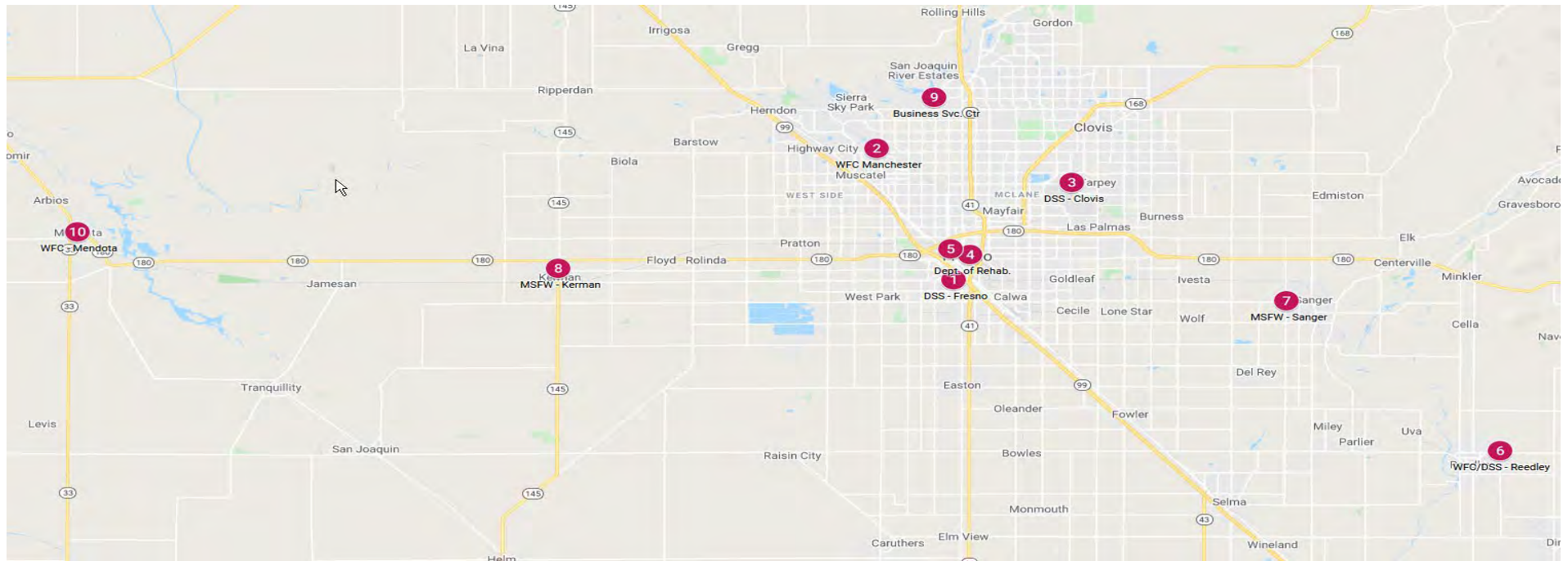
	WIOA	WP	EDD			DOR	SCCCD	WHCCD	CFWI	SER	DSS	Proteus MSFW	CIMC	FEOC	WHAEC	SCAEC	Job Corps
			UI	Vets	TAA												
Other Services	\$530,631						\$55,797				\$18,663		\$71,894				
Training Assistance	✓				✓		✓					✓	✓				
CalJOBS		✓		✓	✓		✓										
LMI Fixed Cost		✓															
Barrier Assesment		✓		✓	✓		✓				✓						

One-Stop Partners and Services Provided

Partner	Services Provided
California Indian Manpower Consortium	Provide access to WIOA career services for Native Americans in Fresno County, as funding and eligibility allows, utilizing agreed to referral process with other WIOA partners.
Department of Rehabilitation	Disability Awareness training to frontline AJCC staff; Co-location of DOR staff at the Fresno Comprehensive AJCC; Training to AJCC staff and core partners on Competitive Integrated Employment.
Department of Social Services	Co-located at the Fresno Comprehensive and Reedley Affiliate AJCCs. As staff is available, provide assistance with reception duties; assistance with Job Fairs and employer services events; participate in scholarship panels; provide liaison between AJCC partners, DSS staff and participants; Welfare-to Work case management; participate on Self Reliance Team; participate on WIOA Training Scholarship panels, CalWORKs Intake and CalFresh/Medi-Cal services (Reedley only).
Employment Development Department	<p>Workforce Services: Will be co-located at the Fresno Comprehensive, and Mendota Affiliate AJCCs.; CalJOBS; Employer Services; Fidelity Bonding services; H-2A Temporary Agriculture Program; Jobs for Veterans services; Veteran Service Navigator; UI navigator; Migrant Seasonal Farmworker services; personal job search assistance workshops; assist with Rapid Response events; Trade Adjustment Assistance; Work Opportunity Tax Credits; assistance with Worker Adjustment Retraining Notification Act; Youth Employment Opportunity Program/Youth Services.</p> <p>Labor Market Information Division: Labor Market Information in support of basic career services; occupational guides/profiles; wage data; skills information and transference; education and licensing requirements; in-demand occupations listings; crosswalks for occupation and education program offerings; state-wide Eligible Training Provider List; commute pattern data.</p> <p>Unemployment Insurance Branch: UI claim information upon request (per process); worker profiling and re-employment services, Guidance to individuals filing UI claims via UI Online; Assistance to AJCC staff and customers for California Training Benefits; Collaborate with partners and AJCC staff on TAA process and requirements; participate in local Rapid Response events and roundtable meetings; provide lay-off aversion information to employers.</p>
Fresno Economic Opportunities Commission	Support AJCC staff with referrals to any Community Services Block Grant services and any other service available through EOC, depending on eligibility requirements; depending on need and space availability, the following program could co-locate in the AJCC: Low-Income Home Energy Assistance (LIHEAP). Will provide CSBG services information via technology in the AJCC and Orientation.
Fresno Housing Authority	Support the AJCC by providing information, including but not limited to, eligibility requirements regarding housing assistance and affordable as well as Low Income Public Housing programs. Work in cooperation with the WDB to identify candidates for FH internships and advise FH clients of the services that are available to assist them in their job search.
Grid Alternatives	Serves as lead agency and contract administrator of the DOL Pathway Home project. Responsible for all required DOL data submission and general lead on project evaluation, tracking, and reporting needs. Employs project personnel who will be responsible for participant intake/orientation, and employer engagement and job placement assistance. Facilitates pre-release training and post release training for Pathway Home program participants. Administers Solar Installation Basics Training opportunities and ensures prioritization of DOL Pathway Home-enrolled participants.

Job Corps	Eligibility determination for Job Corps services; initial assessments for Job Corp services; individual and group counseling/mentoring; short term pre-vocational services; internships/work experiences linked to careers; soft skills development; financial literacy workshops; occupational job training related to Job Corp; job readiness workshops/training; GED/HS diploma assistance; information about Job Corp provided in literature and electronically; provide weekly orientation to Job Corps..
Proteus, Inc. - Migrant Seasonal Farm Worker	Will provide outreach and recruitment for the Migrant Seasonal Farm Worker Program; conduct eligibility determination; case management; career counseling; orientation; skills assessment; co-enrollment with other appropriate agencies; provide Youth Farmworker Services; job placement services.
SER Jobs for Progress, Inc.	Will provide outreach, intake and Orientation services; provide information and referrals to supportive services available to eligible persons; provide group presentations; provide Older Americans workshops, as needed or requested; provide group counseling services; Short-term pre-vocational services; specialized assessments; health screening; organize monthly support group meetings for Older Americans; provide staffing support to the Manchester AJCC resource room and clerical support to co-located partner staff.
State Center Adult Education Consortium	In the State Center Community College District region (urban Fresno County, east side rural area), provide GED or High School Equivalency preparation classes either by agreed to schedule or referral from the AJCC; Provide ESL classes either by agreed to schedule or referral from the AJCC; Provide Basic Computer Literacy classes either by agreed to schedule or referral from the AJCC; provide transition services and assistance to WIOA enrolled participants who have expressed interest in attending State Center Community College District training programs that are approved and listed on the state Eligible Training Provider List. All of these services will be provided by the adult schools and community college campuses who make up this consortium.
State Center Community College District	Provide Career Planning, 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.
West Hills Adult Education Consortium	In the West Hills Community College District area (urban Fresno County, west side rural area), Provide GED or High School Equivalency preparation classes either by agreed to schedule or referral from the AJCC; Provide ESL classes either by agreed to schedule or referral from the AJCC; Provide Basic Computer Literacy classes either by agreed to schedule or referral from the AJCC These services will be provided by the adult schools located in Fresno County who are members of this consortium.
West Hills Community College District	Provide Career Planning, 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.

Fresno Regional Workforce Development Board & Partner Workforce Services Centers



- | | | |
|--|---|--|
| <p>1. Department of Social Services – Fresno
559.600.1377
1290 E. California Ave.
Fresno, CA 93706</p> | <p>2. Workforce Connection Fresno
559.230-3600
3170 W. Shaw Ave.
Fresno, CA 93711</p> | <p>3. Department of Social Services – Clovis
559.600.1377
3500 Never Forget Ln
Clovis, CA 93612</p> |
| <p>4. Ca. Department of Rehabilitation
559.445.6011
2550 Mariposa Mall, Rm. 2000
Fresno, CA 93721</p> | <p>5. Proteus, Inc. – Fresno
Migrant Seasonal Farmworker
559.473-4486
1815 Van Ness Ave.
Fresno, CA 93721</p> | <p>6. Workforce Connection Reedley
559-637-2444
Department of Social Services – 559.637.2971
1680 E. Manning Ave.
Reedley, CA. 93654</p> |
| <p>7. Proteus, Inc. – Sanger
Migrant Seasonal Farmworker
559.875.7146
2570 Jensen Ave., Suite 108
Sanger, CA 93657</p> | <p>8. Proteus, Inc. – Kerman
Migrant Seasonal Farmworker
559.473.4489
437 S. Madera Ave.
Kerman, CA 93630</p> | <p>9. Business Services Center
559.230.4062
7475 N. Palm Ave., Suite 105
Fresno, CA 93711</p> |
| | <p>10. Workforce Connection Mendota
559.655.5281
655 Quince St., Suite C
Mendota, CA 93640</p> | |

Fresno Regional Workforce Development Board

A proud member of America's Job Center of CaliforniaSM Network

2125 Kern Street, Suite 208 • Fresno, California 93721 • 559.490.7100 • Fax 559.490.7199 •
www.workforce-connection.com

Blake Konczal, Executive Director

OPERATIONAL DIRECTIVE

FRWIB OD # 06-16

Date Released: July 1, 2016

To: All Fresno Regional Workforce Development Board AJCC Partners and Service Providers

From: Blake Konczal, Executive Director

Effective Date: July 1, 2016

Subject: America's Job Centers of California (AJCC) Partner Referral Process

Applicable Program: All

Revision History: Initial Release

This Operational Directive (OD) replaces the referral process described in OD 35-05, Partner Co-Enrollment and Referral Process. This OD obsoletes Form REG-102, Universal Referral Checklist and adds updated referral forms.

Partners may be required to use their own Release of Information form, instead of the Universal Release of Information (Form REG-100) when making referrals to other Partners. Those Partners are required to identify the approved form to be used when referring clients from their organization.

Purpose

As mandated by the Workforce Innovation and Opportunity Act (WIOA), each Local Workforce Development Area (LWDA) is required to have a documented process for referrals between partner agencies, as defined by WIOA (mandated partners) and the local Board as AJCC partners (local one-stop partners).

The intent of a referral activity is to ensure that needed services for a client are provided through the most appropriate funding stream in the most efficient manner and are not duplicative. The client should have an experience that is as seamless as possible.

This OD describes, on page 2, the steps to be taken to facilitate a referral between any Partner agency, including any of Fresno County's WIOA-funded programs, and to track the outcome of those referrals.

Each partner is required to identify all departments that provide the services described in their individual Partner Memorandum of Understanding (MOU) with the Fresno Regional Workforce Development Board. Additionally, each partner and sub-contracted provider of service is required to identify a single point of contact (SPOC) for all referrals to their agency and their full contact information (telephone number and email address). The FRWDB Quality Systems Manager will be responsible for maintaining and disseminating this information.

PROCESS

Level I – Referrals to other partners or community services for perceived or stated needs of clients. Use Form REG-108. There will be no follow-up for Level I Referrals. Referrals will be counted and reported, when appropriate.

Level II – Direct referral between partners for specific services. Use Form # REG-109. Referring partner will fill out the form, contact the referred to agency single point of contact (SPOC) and make appointment for client if

appropriate. Referral to be scanned to referred agency and copy given to client. Review the referral with the client. Referring Partner will file the original referral form.

If any questions, please contact the FRWDB Program Manager.

Forms: [REG-100](#) – Universal Release of Information (Partners may require the use of their own Release of Information form in order to release client specific information).

[REG-101](#) – Agency Summary of Services Checklist

[REG-104](#) – Interest Checklist

[REG-108](#) – AJCC Partner Referral – Level I

[REG-109](#) – AJCC Partner Referral – Level II

