

County of Santa Clara
Office of the County Executive
Intergovernmental Relations



CSFC-CE04 021605

DATE: February 16, 2005

TO: Supervisor James T. Beall, Jr., Chairperson
Supervisor Don Gage, Vice-Chairperson
Children, Seniors & Families Committee

FROM: *Jane Decker*
Jane Decker
Deputy County Executive

*Reference
to add
Foster youth
in MOU per Jim Beall
1/20/05*

SUBJECT: MOU with Silicon Valley Workforce Investment Board

RECOMMENDED ACTION

Approve Memorandum of Understanding (MOU) with the Silicon Valley Workforce Investment Network (SVWIN) to enable them to provide workforce development services to CalWORKS clients and foster youth as well as residents of the unincorporated area of Santa Clara County. Forward to Board of Supervisors with favorable recommendation.

FISCAL IMPLICATIONS

There is no impact on the General Fund as a result of this action.

REASONS FOR RECOMMENDATION

The MOU will authorize the SVWIN to provide workforce training and development services to the adult and youth residents of the unincorporated area of Santa Clara County as well as to the clients of the Social Services Agency, including CalWORKS clients. The SVWIN has been providing services since the City of San Jose began implementing the Workforce Investment Act in 2000. The MOU is intended to provide a more formal relationship between the SVWIN and the jurisdictions that the SVWIN serves. County staff added language to the MOU (Sec. 2) to emphasize the need to establish additional programs for CalWORKS participants as well as to develop strategies to address the needs of teens in the Foster Care system. The services described in the MOU will be evaluated annually by the County for purposes of extending the MOU.

The County has two seats on the SVWIN board currently. One is a mandated CalWORKS Seat. The MOU provides for one additional County representative on the board.

BACKGROUND

In 1998, the federal Workforce Investment Act (WIA) was signed into law. It replaced the Job Training Partnership Act (JTPA) and consolidated 60 federal job training and education programs into three block grants. JTPA targeted economically disadvantaged adults. WIA is based on universal access and is open to all adults. Youth programs are also required. However, priority for intensive services must be given to recipients of public assistance and other low income individuals.

JTPA was administered at the local level by Private Industry Councils (PICs) in partnership with elected officials. In Santa Clara County, there were two PICS. The County implemented one PIC covering most of the County which was staffed by the Social Services Agency. The NOVA PIC, a consortium of North County cities, was staffed by the City of Sunnyvale. One significant provision in the law allows for jurisdictions with a population of 500,000 or more to automatically become a Workforce Investment Area. In spite of repeated entreaties from the Board of Supervisors to jointly administer a workforce area, the City of San Jose decided they wanted sole authority over a workforce area but agreed to include the unincorporated area as well as the jurisdictions formerly governed by the County's PIC. At the time, there were significant discussions between County and City of San Jose staff which resulted in an MOU between the jurisdictions covering the transition issues.

Unlike NOVA, the SVWIN has never had formal agreements with the jurisdictions it serves.

The MOU as originally approved by the SVWIN Board did not include language specifically addressing CalWORKS clients and foster youth. SVWIN staff indicated that they were comfortable with the language changes and are prepared to work with County staff to determine the programmatic and financial feasibility of providing CalWORKS and foster youth programs.

STEPS FOLLOWING APPROVAL

After approval by CSFC, the MOU will be agendized for Board action.

ATTACHMENTS

- WIA MOU

**MEMORANDUM OF UNDERSTANDING
REGARDING WORKFORCE INVESTMENT ACT SERVICES**

This Memorandum of Understanding ("MOU") regarding Workforce Investment Act Services, is dated _____, 2005 by and between the City of San José ("City") as administrator of the San Jose Silicon Valley Workforce Investment Board and the County of Santa Clara ("Local Agency").

RECITALS

WHEREAS, the San José Silicon Valley Workforce Investment Area ("Local Area") is comprised of the cities of San José, Gilroy, Campbell, Los Gatos, Saratoga, Morgan Hill, Monte Sereno, Los Altos Hills, and unincorporated areas of Santa Clara County; and

WHEREAS, the San José Silicon Valley Workforce Investment Board ("WIB") was established for the purpose of providing strategic planning, policy development, and oversight of the local workforce investment systems; and

WHEREAS, the Workforce Investment Act of 1998, as amended, ("WIA") provides financial assistance enabling local governments to assume responsibilities for job training, employer services, community services, and for other purposes, and provides for the formation of consortia wherein combinations of cities may unite to form a multi jurisdictional area for overseeing, planning, developing and monitoring a comprehensive one-stop service-delivery system; and

WHEREAS, public agencies have inherent power to act for the benefit of the health and general welfare of their residents; and

WHEREAS, it will mutually benefit the City and the Local Agency to enter into a Memorandum of Understanding whereby the Local Agency may avail themselves of the benefits and advantages of the WIA for the residents and businesses within their respective jurisdictional areas.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1. Purpose.

The purpose of this Memorandum of Understanding is to coordinate workforce development services, by carrying out job training and employment programs, within the one-stop service-delivery system according to plans pursuant to the Workforce Investment Act (WIA), Personal Responsibility and Work Opportunity Reconciliation Act, California Work Opportunity and Responsibility to Kids (CalWORKS) and other workforce development legislation.

SECTION 2. San José Silicon Valley Workforce Investment Board.

The Local Agency hereby authorizes the WIB to perform the following workforce development services:

- A. Provide strategic planning, policy development, and oversight of the local workforce investment systems. The WIB shall also direct the disbursement of funds for workforce investment activities to adults and youth.
- B. Provide policy guidance for, and exercise oversight with respect to, activities under the WIA within the designated Local Area.
- C. Design and plan the WIA program of job preparation and training services for the designated area.
- D. Monitor the performance of the WIA job preparation and training services systems.
- E. Promote the transition of participants served by the system into unsubsidized full-time employment.
- F. Develop and implement a plan for public input regarding planning, recommendations, program development and evaluation.
- G. Establish and coordinate training and employment programs within the Region; and undertake any other act or acts that may be required to accomplish the purposes of this Memorandum of Understanding and the WIA.
- H. Work with the Local Agency through the County's Social Services Agency to assess feasibility of implementing On the Job Training and Work Experience opportunities for CalWORKS participants and if feasible, submit to SVWIN Board for approval.
- I. Work with the Local Agency to assess feasibility of implementing programs and strategies targeted to serve the needs of teens in the Foster Care system and if feasible, submit to SVWIN for approval.
- J. Work with the Local Agency to develop strategies and establish priorities to target the low income population.

SECTION 3. City of San José Authority.

The Local Agency hereby authorize the City, in its own name, to do all acts necessary to accomplish the purpose as set forth in Section 2 above, which include, but are not limited to, any or all of the following:

- A. Enter into sub-grants, contracts and other necessary agreements.

- B. Receive and expend funds.
- C. Employ personnel.
- D. Organize and train staff personnel.
- E. Prepare a comprehensive five-year plan for one-stop service delivery system.
- F. Develop procedures for governance, planning, operation, assessment and fiscal management of the one-stop service delivery system.
- G. Execute and/or modify grant agreements with the U.S. Department of Labor, the State of California, or other interested investors.
- H. Prepare an annual budget.
- I. Designate the Mayor of the City of San José as the Chief Local Elected Official (CLEO) for the Local Area.
- J. Establish and provide administrative services to WIB pursuant to WIA regulations.
- K. Establish and provide administrative services to a Youth Council pursuant to WIA regulations.

All management functions performed, hereunder, except individual reports to Local Agency of WIA activities, shall be on a regional basis, without partiality or regard for political boundaries of the City or the Local Agency.

SECTION 4. Term of MOU.

This Memorandum of Understanding shall become effective as of the date of its approval by the legislative bodies of the City and the Local Agency, and shall continue in full force and effect for three years unless terminated earlier by all of the parties to this Memorandum of Understanding. Either party may terminate its participation in the Memorandum of Understanding by giving written notice of its intention to terminate at least six (6) months prior to the end of the fiscal year in which such notice is given, to the other party. The WIA development services as described in Section 2 will be evaluated by the Local Agency annually. The term of this MOU may be extended by written amendment signed by both parties.

SECTION 5. Officers and Employees.

The City shall provide administrative, managerial and staff personnel to carry out the purposes of this Memorandum of Understanding. Such personnel shall remain employees of the City, subject to all of the terms and conditions of employment otherwise applicable to City employees. The City is further authorized to hire temporary employees and consultants, and to provide such other facilities, supplies, equipment, office space and customary administrative resources, as are reasonably necessary to

performance of the activities undertaken pursuant to this Agreement. Reimbursement for all of the foregoing personnel and administrative cost shall be exclusively funded from grants or funds appropriated by state or federal laws and regulations, private foundations and other investors.

SECTION 6. WIB Nominations.

The Local Agency may nominate one person for appointment to the WIB or the Youth Council. The Local Agency shall submit to the CLEO the name and qualifications for any such nomination.

SECTION 7. Relationship Of Parties.

Under no circumstances shall this Memorandum of Understanding be construed as one of agency, partnership, joint venture or employment between the City and Local Agency. Each party acknowledges and agrees that it neither has, nor will give the appearance or impression of having, any legal authority to bind or commit the other party in any way except as specifically provided in this Memorandum of Understanding.

SECTION 8. Notices.

Any communication or notice which either party is required to send to the other or which either party desires to send to the other, shall be in writing and shall be either personally delivered or mailed in the United States mail, postage prepaid, to the respective parties addressed as follows:

To City:

Jeff Ruster, Executive Director
San Jose Silicon Valley Workforce
Investment Board
60 S. Market St. Ste. 470
San Jose, CA 95113

To Local Agency:

Jane Decker, Deputy County Executive
Office of the County Executive
70 West Hedding Street, 11th floor
San Jose, CA 95110

Each party may change its address or designated agent by sending notice of the new address or designated agent to the other party pursuant to this Section.

SECTION 9. Local Agency Authority.

- A. The parties, by their signatures to this Memorandum of Understanding, certify that all parties are authorized pursuant to law to provide the services for which this Memorandum of Understanding is entered into within the jurisdiction of the parties.

- B. The parties, by their signatures, certify that to the extent consistent with state law and local ordinances, they accept responsibility for the operation of the programs initiated and continued pursuant to this Memorandum of Understanding.

SECTION 10. Liability.

- A. The City, and those persons, agents and instrumentalities used by it to perform the functions authorized herein, shall be exclusively liable for damages to any Local Agency arising from activities authorized under this Memorandum of Understanding as set forth in the Act.
- B. The City shall hold harmless and indemnify the Local Agency, including their officers and employees, from any claim or liability arising from acts or omissions of the City of San José in the administration of this Memorandum of Understanding as set forth in the Act.

SECTION 11. Severability.

Should any part, term, or provision of this Memorandum of Understanding be decided by the courts to be illegal or in conflict with any law of the State of California or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 12. Counterparts.

This Memorandum of Understanding may be signed in counterparts, each of which together shall constitute one and the same Memorandum of Understanding.

WITNESS THE EXECUTION HEREOF on the dates noted below.

APPROVED AS TO FORM:

ED MORAN
Senior Deputy City Attorney

APPROVED AS TO FORM:

Name: Kristin Wong Baker
Title: Deputy County Counsel

CITY OF SAN JOSE, a municipal
corporation

By _____
Name: Peter Jensen
Title: Assistant to the City Manager
Date:

COUNTY OF SANTA CLARA, a political
subdivision of the State of California

By _____
Name: Liz Kniss,
Title: Chair, Board of Supervisors