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OFFICE OF THE CITY CLERK
OAKLAND

2010 JAN 28 PM

CITY OF OAKLAND
AGENDA REPORT

To: Office of the City Administrator
Attn: Daniel Lindheim
From: Office of the Mayor
Date: February 9, 2010

Re: **A Resolution To Approve Workforce Investment Board (WIB) Budget Title I Funds, Adult, Dislocated Workers, and Youth Programs For Fiscal Year (FY) 2009-2010 In The Amount of \$6,648,139, Including The Total Budget, Amount For Each Contract, Service Goals, And Past Evaluations For Each Contract And A Resolution to Adopt A) A Memorandum Of Understanding With The Oakland Private Industry Council, Inc. (PIC) To Serve As The Oakland Workforce Investment System Administrator For FY 2009 – 10 In An Amount Not To Exceed \$918,376; B) A Memorandum Of Understanding With The Oakland PIC To Serve As The One Stop Career Center Operator For FY 2009 – 10 In An Amount Not To Exceed \$1,652,746; And C) The Disbursement Of Additional Funds To The Oakland PIC For Subcontracts With Adult And Youth Services Providers As Approved By The Oakland Workforce Investment Board, For The Delivery Of Support Services And Training For Job Seekers And Business Clients, And For Other Programs For Which The Oakland PIC Acts As Systems Administrator**

SUMMARY

A report and resolution have been prepared to approve the Oakland Workforce Investment Board's (WIB) fiscal year (FY) 2009-2010 budget and approve a Memorandum Of Understanding with the Oakland Private Industry Council, Inc. (PIC) to serve as the Oakland Workforce Investment System Administrator for FY 2009 – 10, a Memorandum Of Understanding (MOU) with the Oakland PIC to serve as the One-Stop Career Center Operator for FY 2009 – 10, and the disbursement of additional funds to the Oakland PIC for subcontracts with Adult and Youth Services Providers as approved by the Oakland Workforce Investment Board, for the delivery of support services and training for job seekers and business clients, and for other programs for which the Oakland PIC acts as System Administrator.

FISCAL IMPACT

This report request and approval of the FY 2009 -10 WIB budget, and a Memorandum of Understanding with the Oakland Private Industry Council (PIC) as the System Administrator and a Memorandum of Understanding with the Oakland Private Industry Council as the One-Stop Center Operator. The \$5,643,122 in third party contracts are allocated from the Workforce Investment Act Fund (2195), CEDA Workforce Development Organization (88549), and in WIA-Workforce Unit Project (G20770). The overall WIB Budget includes a nearly ten percent

increase in overall Workforce Investment Act funding. The FY 09-10 budget will allow the City to restore staff positions in the Workforce Development Unit. There is no impact on the General Fund.

BACKGROUND

In an accompanying report on Job Training Performance Standards (JTSPS) evaluation report presented to the Community and Economic Development (CED) Committee on February, 9, 2010 the analysis of performance data reflects the services provided by the Oakland PIC and other WIB subcontractors. As the contracted System Administrator to the Oakland Workforce Investment Board (WIB), the PIC is responsible for the fiscal oversight and performance accountability of all WIA activities in Oakland. The PIC maintains client databases from which reports to the state and federal governments are produced, and from which the data and tables in this report are generated. The PIC will also subcontract with the following organizations to provide additional workforce training and services to youths and adults: 1) ASSETS 2) Unity Council 3) The English Center 4) Lao Family Community Development, Inc. 5) Scotlan Youth and Family Center 6) Youth Employment Partnership 7) Pivotal Point, and 8) Alameda County Health Care Foundation Model Neighborhood Program.

KEY ISSUES AND IMPACTS

Outcomes and items of particular interest in this report include the following:

- Despite the economic downturn throughout PY 2008-09, Oakland's WIA-funded workforce development programs showed great success system-wide, across Adult and Dislocated Worker (DW) and Youth service categories. Overall, Oakland's Workforce Investment System has been meeting State-mandated Common Measures goals, and performance has improved in most areas.
- Early PY 2008-09 performance results on the State-imposed "entered employment rate" measure show a strong program year for Oakland's WIA programs in comparison to previous years, and indicate that Oakland will exceed the final results on these measures. As of July 7, 2009, the latest release of the Base Wage Record, Oakland's "entered employment rate" results (against State goals) were as follows: 109.8 percent for Adults; 107.2 percent for DWs; and 108.8 percent for Youth (including "entered education"). At this time last year (PY 2007-08), results were as follows: 99.4 percent success for Adults; 99.0 percent for DWs; and 85.3 percent for Youth.
- Across WIA Adult and DW programs during PY 2008-09, total enrollment rates came to approximately 100 percent of State goals, and the success rate of job placement to program exit was slightly above 100 percent (108 percent). Overall hourly wage median and average across programs were considerably above the State of California's minimum wage of eight dollars per hour (at \$15.27 and \$13.00, respectively). Finally, as of the

third quarter this program year, retention rates among placed workers exceeded 100 percent of State goals.

- Youth programs also showed great improvement since PY 2007-08. At the close of the previous program year, Youth enrollment did not meet State goals; as of June 30, 2009, enrollment was at 110 percent of goal. As is to be expected, Out-of-School Youth fared better than In-School Youth with their percentage of placements/post-secondary education to program exits, however numbers did increase significantly for In-School Youth and overall.
- System-wide CPO for WIA Adult and DW One-Stop clients increased during PY 2008-09, from \$7,431.24 in PY 2007-08 to \$11,033.29. Although enrollment numbers across programs have remained relatively the same from the last program year, this rise can be attributed to fewer program exits and fewer program placements, reflecting a loss in jobs available, or suitable to Oakland's client population.
- All WIA program outcomes presented in this report are as of June 30, 2009, the close of PY 2008-09 pending State approval and final calculations. Final numbers presented in this report have met State goals for the most part. For those that have not (e.g. "In-School Youth percentage of placements/postsecondary education to program exit"), PY 2008-09 outcomes represent improvement from final PY 2007-08 numbers.
- The PIC makes an annual request to all Adult and DW and Youth providers at the close of the program year for a narrative report on specific activities completed, successes achieved, and challenges encountered throughout the reporting period. These qualitative data were not available at the time of this report's submission, and may help to give further insight into some of the outcome numbers presented and analyses provided here.
- PY 2008-09 saw the appropriation of a total of \$6,336,628 in American Reinvestment and Recovery Act (ARRA) funds, to be allocated in the current program year for distribution to subcontracted WIA service providers, as approved by the Mayor and the Oakland Workforce Investment Board (WIB). ARRA monies added to (PY 2008-09) program budgets per federal mandate, but will be carried-over for use during PY 2009-10. Performance data for ARRA funds is not reflected in this report.

PROGRAM PERFORMANCE ANALYSIS

PIC subcontracted the following nine Adult and Dislocated Worker (DW) and Youth programs for FY 2009-10:

1. Oakland PIC One-Stop Career Center (Adult and DW).
2. The English Center (Adult and DW).
3. The Unity Council (Adult and DW).
4. ASSETS Senior Employment Opportunities Program (Adult and DW).

5. Lao Family Community Development, Inc. (Adult and DW and Youth).
6. Pivotal Point (Youth)
7. Alameda County Health Care Foundation Model Neighborhood Program (Youth).
8. George P. Scotlan Youth & Family Center (Youth).
9. The Youth Employment Partnership, Inc. (YEP; Youth).

The two (2) Memoranda of Understanding between the City of Oakland and the Oakland PIC (contracting the PIC to serve as WIB System Administrator and One Stop Career Center Operator for FY 2007-08) are included in *Attachment A – 1*. Sub-contracts for FY 2009-10 are not available at this time. Accompanying or incorporated into each contract, is a narrative to each respective program, including a description of major program functions and priorities and program performance details for the respective FY.

For further detail on WIA program goals attainment, please refer to *Attachment B-1* for an outline of Adult and DW and Youth state performance measures, and to *Attachment B-2* for tables with full program statistics. A summary of each WIA program's goals and performance is incorporated in the following sections of this report, as communicated by individual program providers as well as by the PIC. Please note that performance summaries for FY 2008-09 are excerpts from, a City of Oakland Agenda Report presented to the CED Committee on February 9, 2010.

Finally, the WIB-approved budget for FY 2009-10 is included in *Attachment C -1* of this report.

1. Oakland PIC One-Stop Career Center

Program description/statement of work. The One-Stop Career Center Operator manages the daily operations of the Comprehensive One-Stop Centers, provides core and intensive services to Adult and Dislocated Workers (DW) job seekers, and coordinates businesses services with the business vendors.

FY 09-10 Recommendation: \$ 1,652,746.00

For FY 2008-09:

Total contract amount including ARRA funds: \$3,110,574 (FY 08-09: \$1811813, FY08-09 ARRA: \$1,298,761)

For FY 2007-08:

Total contract amount. \$1,686,623.00

For FY 2006-07:

Total contract amount. \$1,775,947.00

2. The English Center

Program description/statement of work. The English Center is an independent, non-profit 501(c)3 organization centrally located in Oakland's Jack London Square. Since its founding in

1977 it has provided Vocational English as a Second Language (VESL) instruction and employment services to refugees, immigrants, and asylees in the greater Bay Area. The Center maintains national accreditation through the Accrediting Council for Continuing Education and Training (ACCET), and also administers U.S. Department of Education Title IV Federal Financial Aid (PELL grants). Its staff of eleven full-time employees and fourteen part-time faculty members are fluent in over eight different languages. Through the PIC, The English Center is an East Bay Works One-Stop affiliate site, and its main functions include the provision of career counseling, case management, and job placement assistance to clients. (More specific details on program functions are included in the PIC's *Title I Adult (Affiliate) Compliance Monitoring* report in **Attachment A – 2**)

FY 09-10 Recommendation: \$ 200,000.00

For FY 2008-09:

Total contract amount, including ARRA: \$ 411,222 (FY 08-09: \$200,000, FY 08-09 ARRA: \$211,222)

For FY 2007-08:

Total contract amount. \$200,000.00

For FY 2006-07:

Total contract amount. \$100,000.00

3. The Unity Council

Program description/statement of work. The Unity Council provides all required WIA Core A (Universal) services to 750 new participants, and, where appropriate, enroll 48 eligible WIA Adults and DWs into Core B and Intensive Services. As an Affiliate One Stop Center, the Unity Council maintains facilities and services to provide the full range of employment services to non-WIA clients as well. The Unity Council provides both Universal and Intensive services to eligible WIA Adults and DWs in collaboration with the College of Alameda and Laney and Merritt Colleges, in addition to five other community-based organizations.

FY 09-10 Recommendation: \$ 300,000.00

For FY 2008-09:

Total contract amount, including ARRA: \$ 511,222(FY 08-09:\$300,000 FY 08-09 ARRA: \$211.222)

For FY 2007-08:

Total contract amount. \$300,000.00

For FY 2006-07:

Total contract amount (for FY 2006-07). \$300,000.00

4. ASSETS Senior Employment Opportunities Program

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Program description/statement of work. The Oakland Department of Human Services ASSETS Senior Employment Opportunities Program is a Senior Community Service Employment Program (SCSEP) national employment and training initiative funded by the federal Older Americans Act through grants from the U.S. Department of Labor. The purpose of SCSEP is to provide useful part-time subsidized community assistance for low-income people 55 years or older with poor employment prospects, while promoting transition to unsubsidized jobs. ASSETS prepares program participants for entry or re-entry into the competitive job market by offering vocational classroom training, such as computer literacy, general office skills, customer service conflict resolution, and early childhood education. Enrollees also receive job placement assistance, work experience, and support services. ASSETS is the only federal program in Oakland that specifically targets the training needs of low-income older workers.

FY 09-10 Recommendation: \$150,000.00

For FY 2008-09:

Total contract amount, including ARRA: \$ 340,000 (FY 08-09: \$140,000 FY 08-09 ARRA: \$200,000)

For FY 2007-08:

Total contract amount. \$140,000.00

For FY 2006-07:

Total contract amount. \$140,000.00

5. Lao Family Community Development, Inc.

Program description/statement of work. The Lao Family Community Development, Inc. is a non-profit 501 (c) 3 organization located in the San Antonio-Fruitvale neighborhood in East Oakland. Since its founding in 1980, Lao Family has been a trusted resource to provide workforce related programs, financial education, youth, housing, and other family support assistance to Southeast Asian refugees, diverse immigrants, and low-income US born communities with multiple barriers to achieve long term financial and social self-sufficiency. Lao Family's multilingual and multicultural staff speaks over 20 languages. LFCD employs an integrated and comprehensive service model. It's major programs include: Affiliate One Stop Career Center and other employment services, Multilingual homeownership and foreclosure center, ORR Individual Development Account (IDA) savings and financial education, ESL & computer literacy, youth leadership and employment, community and affordable housing, Asian Crime Victim Assistance, EITC & VITA tax preparation, and senior programs.

FY 09-10 Recommendation: \$200,000.00

For FY 2008-09:

Total contract amount, including ARRA: \$ 548,722 (FY 08-09: \$337,500 FY 08-09 ARRA: \$211,222)

For FY 2007-08:

Total contract amount. \$200,000.00 (for Adults and DWs); \$137,500.00 (for Youth)

For FY 2006-07:

Total contract amount. \$200,000.00 (for Adults and DWs); \$137,500.00 (for Youth)

6. Alameda County Health Care Foundation Model Neighborhood Program

Program description/statement of work. The Model Neighborhood Program (MNP) seeks to make an impact on the disparities in healthcare by increasing the number of under-represented minorities (URM) in the health professions in the San Francisco Bay Area by providing youth with the tools needed to successfully pursue a career in Health Care and to make healthy choices. Severe shortages remain in the numbers of URM in the health care resources, including nursing, radiology, and clinical laboratory. While many programs target high school youth, MNP begins at middle school because many URMs in inner city schools begin to lag significantly behind academically at this point, and start to drop out of school in the 9th grade. By maintaining a relationship with these youth through their transition to high school, MNP expands the overall pool of URMs that complete high school, college, and pursue a health profession.

FY 09-10 Recommendation: \$ 30,860.00

For FY 2008-09:

Total contract amount: \$30,860.00

For FY 2007-08:

Total contract amount: 30,860.00

For FY 2006-07:

Total contract amount: \$30,860.00

7. Pivotal Point Youth Services, Inc.

Program description/statement of work. Pivotal Point aims to address the ten elements of WIA youth services with the Community College Foundation (TCCF) and to provide services to at least eighteen out-of-school youth as follows:

1. Tutoring services, study skills training, and instruction leading to secondary school completion, including drop-out prevention. (TCCF's One-to-One Tutoring program emphasizes the tutor/mentor relationship to the youth, in order to facilitate the youth's hope and enthusiasm for learning, thus engaging the youth in the tutoring services. By building the basic literacy and numeracy skills for the youth, the requirements of the WIA common measures will also be most effectively met. At least 50% of the number of out-of-school youth enrolled will receive tutorial services).
2. Alternative secondary school services/offerings.
3. Paid or unpaid work experience (job shadowing/internships).
4. Leadership development. (Through three TCCF seminars held throughout the year, each two hours long, once per week for twelve weeks, and serving a maximum of ten youth per seminar).
5. Occupational skills training.

6. Supportive services. (Including assistance with transportation – bus/BART passes – referrals to medical and mental health agencies, assistance with school supplies, work tools, uniform and work clothes, child care linkages, housing, etc.).
7. Adult mentoring.
8. Comprehensive guidance and counseling.
9. Summer employment opportunities.
10. Follow-up services. (Pivotal Point provides follow-up with youth participants for twelve months through regular phone and in-person contact conducted by a Job Coach and Intake Specialist. Services also include career progression counseling and evaluations to ensure the youth are able to continually upgrade their skills and receive higher-paying jobs, and follow-up calls to employers to monitor on-the-job success, progression, and retention).

For FY 2008-09:

Total contract amount: \$86,060.00

For FY 2007-08:

Total contract amount. \$86,060.00

For FY 2006-07:

Total contract amount. \$86,060.00

8. George P. Scotlan Youth & Family Center

Program description/statement of work. Scotlan Center aims to provide services to 40 out-of-school youth ages 14 to 21, as follows:

- Intake and assessment (enrollment documentation, certification, academic pre-testing, and development of individual service strategies).
- GED preparation and/or basic skills classwork (128 hours of in-class GED preparation, or in class Basic Skills education where GED is not appropriate).
- Pre-employment competencies (64 hours of workshops and training in basic computer skills, resume preparation, master application preparation, interview skills, and job search skills).
- Counseling or other mental health services (four to twelve sessions of mental health counseling, or, where appropriate, participation in parenting groups, domestic violence and child abuse prevention classes, and treatment for sexually exploited minors).
- Leadership training (optional, through Scotlan Center's Peer Tutoring Program and YMCA's Neighborhood Fellows Step Up Program).
- Job search and job development work.
- Internships (paid Scotlan internships for office skills or school based tutoring for deserving youth).
- Re-entry into education institutions (post secondary for older youth; secondary for younger youth, where so elected and appropriate).
- Vocational/occupational training (YMCA's Neighborhood Fellows Step Up Program or Dare 2 Dream Program – for Cosmetology, Entertainment Industry, Athletic Coaching, Culinary, Fashion Design – or other programs at the youth's election).

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- Follow-up and adult mentoring.

Scotlan Center also aims to provide services to seventeen in-school youth ages 16 to 21, as follows:

- Intake and assessment (enrollment documentation, certification, academic pre-testing, and development of individual service strategies).
- Academic tutoring (up to 64 hours of out-of-school tutoring as needed with a trained tutor – in Math, English, Reading and Comprehension, and Basic Writing Skills).
- Pre-employment competencies (64 hours of workshops and training in basic computer skills, resume preparation, master application preparation, interview skills, and job search skills).
- Counseling or other mental health services (four to twelve sessions of mental health counseling, or, where appropriate, participation in parenting groups, domestic violence and child abuse prevention classes, and treatment for sexually exploited minors).
- Leadership training (optional, through Scotlan Center's Peer Tutoring Program and YMCA's Neighborhood Fellows Step Up Program).
- Post academic assessment and support (to determine fitness and schedule for acquisition of high school diploma, and interest in and education career paths in post secondary education. Also, post secondary guidance counseling, and assistance and support in application processes for post secondary education).
- Job search and job development work.
- Internships (paid Scotlan internships for office skills or school based tutoring for deserving youth).
- Job placement and job shadowing (acquisition of full or part time employment).
- Vocational/occupational training (YMCA's Neighborhood Fellows Step Up Program or Dare 2 Dream Program – for Cosmetology, Entertainment Industry, Athletic Coaching, Culinary, Fashion Design – or other programs at the youth's election).
- Follow-up and adult mentoring.

FY 09-10 Recommendation: \$ 177,800.00

For FY 2008-09:

Total contract amount: \$177,800.00

For FY 2007-08:

Total contract amount. \$177,800.00

For FY 2006-07:

Total contract amount. \$177,800.00

9. The Youth Employment Partnership, Inc. (YEP)

Program description/statement of work. YEP provides 92 in-school youth (ages 14 to 18) with job readiness pre-training sessions, ongoing weekly job readiness training sessions, weekly case management visits, referral to support services, individual service strategy (ISS), work

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experience (between 100 and 250 hours), and follow-up services. A minimum of 20% (19) receive vocational skills training, such as construction and computers.

YEP also offers 40 out-of-school youth (ages 18 to 21) with job readiness pre-training sessions, ongoing weekly job readiness training sessions, weekly case management visits, referral to support services, ISS, work experience (between 100 and 250 hours), and follow-up services. A minimum of 80% (32) will receive vocational skills training, such as construction and computers.

FY 09-10 Recommendation: \$ 367,780.00

For FY 2008-09:

Total contract amount: \$177,800.00

For FY 2007-08:

Total contract amount. \$367,780.00

For FY 2006-07:

Total contract amount. \$367,780.00

SUSTAINABLE OPPORTUNITIES

Economic: Job training efforts funded by the Oakland WIB are intended to improve client employability through education, training, and support services, toward attaining the Board's goal of economic self-sufficiency for all clients. The workforce development system also promotes business development through placement services, customized training subsidies, and technical services for employers.

Environmental: Several YEP programs use environmental improvement as a means to promote employment. Projects include recycling, neighborhood beautification, fire fuel reduction and materials re-use through building deconstruction.

Social Equity: These programs promote social equity by improving client earning power, both immediately through job placements and for the long-term through education and training.

DISABILITY AND SENIOR CITIZEN ACCESS

The ASSETS Senior Employment Program, operated by the City of Oakland's Department of Human Services, is specifically designed to provide employment and training opportunities for low-income residents aged 55 and older.

RECOMMENDATION AND RATIONALE

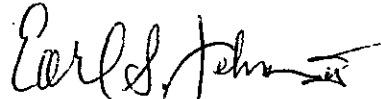
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Staff recommends that the City Council approves the FY 2009-10 WIB budget and WIB approved workforce program contracts.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council accept this report and adopt the accompanying resolution.

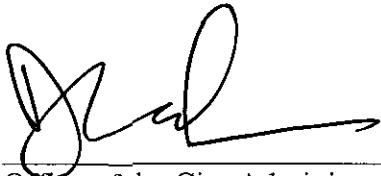
Respectfully submitted,



Earl Johnson
Senior Policy Advisor
Office of the Mayor

Prepared by:
Earl Johnson
Senior Policy Advisor
Office of the Mayor

FORWARDED TO THE
COMMUNITY AND ECONOMIC
DEVELOPMENT COMMITTEE:



Office of the City Administrator

OAKLAND PRIVATE INDUSTRY COUNCIL (PIC):

MEMORANDA OF UNDERSTANDING with the CITY of OAKLAND

MEMORANDUM OF UNDERSTANDING

**City of Oakland/Oakland Workforce Investment Board
and
Oakland Private Industry Council, Inc.**

SYSTEM ADMINISTRATOR

July 1, 2009 through June 30, 2010

This Memorandum of Understanding (“MOU”) is entered into effective the 1st day of July, 2009, by and between the CITY OF OAKLAND, a municipal corporation (the “City”), on behalf of itself and the Oakland Workforce Investment Board (the “WIB”), and the OAKLAND PRIVATE INDUSTRY COUNCIL, INC., a California nonprofit public benefit corporation (the “Oakland PIC”), pursuant to City Council Resolution No. _____ C.M.S.

Recitals

- A. The City and the Oakland PIC have reached an understanding of their respective roles, terms and expectations regarding the oversight and administration of the federal Workforce Investment Act of 1998 (“WIA”), codified at 29 USC Sec. 2801, et seq., with its implementing regulations codified at 20 CFR Part 660, et seq., including related job training funding for the Oakland Local Workforce Investment Area.
- B. The intent of this MOU is to create strong partnerships among all participating public and private organizations that support Oakland’s entire employment and training service delivery system. Through an integrated system of all employment and training funding streams for which the City has fiscal responsibility, the City and the WIB, the policymaking body created for the Oakland Local Workforce Investment Area under Section 117 of WIA, and enhanced by Section 14200, et seq., of the California Unemployment Compensation Code, will develop and oversee business services and employment and training strategies to promote economic development and to create full employment for all Oakland residents seeking work and advancement in collaboration with the Oakland PIC.
- C. The Mayor of the City of Oakland, as the chief elected official of the Oakland Local Workforce Investment Area, is designated by WIA as the local Sub-grant

recipient of WIA funds and is ultimately responsible for such funds. The Mayor has designated the Office of the City Administrator to act on his behalf on all WIA matters. Through this MOU, the Oakland PIC shall be designated to serve as the System Administrator for WIA funds.

- D. The purpose of this MOU is to clearly define and delineate the respective administrative, fiscal and program support functions between the City and the Oakland PIC. This MOU by way of **Exhibit 1** also specifies which funds the City will retain as the Sub-grant recipient for its portion of all WIA and related oversight activities and which funds will be given to the Oakland PIC as the System Administrator as approved by the City.
- E. The organizational relationship between the City and the Oakland PIC outlined in this agreement is applicable through the term of the contract period, which ends June 30, 2010.

NOW, THEREFORE, the City and the Oakland PIC agree as follows:

1. DESIGNATION OF OAKLAND PIC

Pursuant to Section 117(d)(3)(B)(i)(II) of WIA, the Oakland PIC is hereby designated, in partnership with the City, to serve as the System Administrator for Oakland WIA and related funds.

2. RESPONSIBILITIES OF THE CITY

In furtherance of the purposes of this MOU, the City, on behalf of the Mayor and the WIB and through the Office of the City Administrator, diligently and in good faith shall be responsible for performing the following tasks:

- a. Serve as the Sub-grant Recipient. The City will be the Sub-grant recipient for all WIA formula and related grant funds and maintain ultimate fiscal authority and responsibility for said funds. City staff will monitor and manage grant activities year-round, including:
 - 1) Preparation and submittal of cash drawdown requests to the State of California.
 - 2) Review of fixed assets and inventory.
 - 3) Review of expense and close-out reports.
 - 4) Oversight of financial and program audits directed by the Mayor and the WIB.
 - 5) Tracking and reconciliation of revenues and expenditures per the budget approved by the City.

- 6) Administration of the disbursement of funds in accordance with City policies and procedures.
 - 7) Updates and re-writes of the Local Plan.
- b. Staff the WIB. City staff will:
- 1) Staff all full WIB and WIB committee meetings.
 - 2) Duly notice all WIB meetings per Brown Act and Sunshine Ordinance requirements.
 - 3) Prepare WIB agendas and meeting materials with support as requested from the Oakland PIC.
 - 4) Coordinate the recording and distribution of action minutes.
 - 5) Prepare reports and recommend action to the WIB on policy issues.
 - 6) Develop and orient new WIB members and conduct WIB trainings.
 - 7) Provide legal advice and legal services to the WIB through the Office of the City Attorney.
 - 8) Serve as the liaison within the City on WIA and WIB matters.
- c. Program oversight. City staff will:
- 1) Oversee WIA-related programs in compliance with federal, state and local requirements, including local Living Wage requirements and other City hiring ordinances and policies.
 - 2) Support the Oakland Mayor's Summer Jobs Program.
 - 3) Monitor and report on WIA-funded programs administered and operated by the Oakland PIC or other agencies, including evaluation of the performance of the System Administrator and related assessments as directed by the WIB or in accordance with standard grant management procedures. Recommend corrective action steps as appropriate.
 - 4) Review data and reports submitted by the Oakland PIC on its WIA-funded sub-contractors.
 - 5) Provide timely responses to requests from the Department of Labor ("DOL"), the State and other funding agencies in cooperation with the PIC.
- d. Program development. City staff, in partnership with the Oakland PIC and other partner agency staff, will:
- 1) Perform strategic and business planning.
 - 2) Oversee the integration and workforce and business development and business support activities under the direction of the WIB.
 - 3) Manage labor market information and data gathering.
 - 4) Develop job training programs and related initiatives.
 - 5) Develop proposals to fund job training programs and related initiatives through grant writing.

3. RESPONSIBILITIES OF THE OAKLAND PIC

In furtherance of the purposes of this MOU, the Oakland PIC shall diligently and in good faith provide fiscal and program administration for WIA, and other WIA-related funds, provided funding has been allocated for those services and subject to City review and oversight, which includes the following:

- a. Oversee and manage the partnerships of agencies identified as part of the Oakland WIB's One Stop Career Center system and Youth Service Providers.
- b. Adhere to State performance standards and adhere to local performance standards. . Promote the highest performance attainment among service providers, including providing technical assistance and accountability actions as needed. If local performance standards are adopted that are substantially different from the State performance standards and substantially increase the administrative burden on the Oakland PIC as a result, the provisions of this MOU related to Oakland PIC's responsibilities and funding are subject to renegotiation to account for this added burden. For purposes of this section, adoption of a local performance standard will "substantially increase" the administrative burden on the Oakland PIC if it is reasonably likely that adoption of the standard will increase the Oakland PIC's annual administrative costs related to implementing those local standards by \$7,500 or more.
- c. Act as liaison with the State on matters regarding fiscal administration.
- d. Prepare cash draw down requests for City review and submission to the State.
- e. Prepare quarterly financial reports on all WIA-related funds and submit them to the WIB Executive Director (see Section 4. d: Reporting).
- f. Issue checks to sub-grantees within a reasonable amount of time from receipt of invoices, based upon the availability of funds and timely receipt of proper invoicing.
- g. Develop up to date MOUs and Resource Sharing Agreements among all funded and mandated partners in accordance with the Workforce Investment Act and its implementing regulations.
- h. Respond promptly to requests from City staff and/or the full WIB or its Committees for fiscal information and budget proposals in support of the WIB's mid-year and annual budget development process.
- i. Provide one or more appropriate PIC staff at all meetings of the WIB and its Committees.
- j. Upon written (e-mail) notice of five working days from WIB staff, provide staff support as needed by the WIB and its standing and ad hoc committees. Requests may include, but are not limited to, materials to support agenda items, compilation of data with analysis, reports and recommended actions with sufficient rationale.

- k. Work closely with the WIB staff in the identification of key program issues and program development initiatives.
- l. Procure and administer consulting contracts and other budgeted miscellaneous expenses on behalf of the WIB and its staff.
- m. Prepare plans, grant proposals and applications, reports and other related documents for the State with the understanding that those activities do not limit or prevent the Oakland PIC from pursuing non-WIB related funding.
- n. Procure and administer sub-contracts and agreements in accordance with the approved budget and directives of the WIB, including payment benchmarks that are as closely aligned as possible with State-mandated performance measures.
- o. Maintain the WIA eligible training provider list.
- p. Administer the Individual Training Account system.
- q. Administer On-the-Job and Customized Training contracts developed by program partners.
- r. Perform eligibility determination for WIA-related services.
- s. Coordinate employer and job placement services as directed by the WIB and required by WIA, giving priority to Oakland's economic development activities through the coordination of workforce development and business services for employers that enter into First Source hiring agreements, that receive capital loans through the City, that need services through Oakland's Neighborhood Commercial Revitalization Program, that are served through Oakland's Business Attraction and Retention services, or that are supported through Oakland's Redevelopment Agency.
- t. Coordinate the delivery of Rapid Response Services (as defined in WIA) and other lay-off intervention and aversion strategies.
- u. Provide support for employers in accordance with the WIB's Business Services Plan and the direction of the WIB's Business Services Committee.
- v. Coordinate and support Job Fairs, including the annual Oakland/San Leandro Job Fair, at the request of the City.
- w. Support the Oakland Mayor's Summer Jobs Program, including serving as a fiscal agent, receiving up to \$40,000 from the City, receiving pass-through contributions made out to the City and the Oakland Workforce Investment Board in support of the Mayor's Summer Jobs Program and other contributions made out to the Oakland PIC to support the program coordinator and other program activities.
- x. Support special grant-funded programs, including serving as a fiscal agent and providing program and logistical support as described and funded through said grants.
- y. Promote to the fullest extent possible the Oakland WIB as the primary source of funding for the Oakland PIC and the programs and services it provides directly and through sub-contractors.

- z. Develop and implement a system among all Oakland One-Stop Centers for the tracking and follow-up of outcomes with Universal Services clients of the One-Stop system.

4. REPORTING AND PERFORMANCE STANDARDS

The Oakland PIC shall gather data and submit program performance and financial reports for its programs and those of its sub-contractors in accordance with:

1. The requirements of the Department of Labor and the State of California Employment Development Department and Workforce Investment Board.
2. The reasonable requests of the Oakland WIB. Such requests shall be specified by the WIB at the beginning of the fiscal year. It is understood that the Oakland WIB or the City may change quarterly reporting requirements based upon new program priorities and the need for additional information to make informed policy decisions on the part of the Oakland WIB. It is also understood that should the reporting requirements change substantially, additional funding and reasonable time may be needed to fulfill the new reporting requirements.
3. Requests from the WIB staff and the City's Financial Services and Management Agency, which includes a quarterly financial report due by the end of the month following the close of each quarter, showing actual expenses to actual allocations as approved by the Oakland WIB. The required Financial Reporting Template will be incorporated as part of this MOU.

The Oakland PIC shall be held accountable for the performance of the programs and services covered in this MOU as required by the Department of Labor, the State Employment Development Department and State Workforce Investment Board. The state performance standards are articulated in the respective WIA-approved Performance Measures and sub-grant agreements. However, any failure of any partner (City and sub-contractors) to cooperate with timely requests for information or action, which might affect performance, shall not constitute a deficiency under this section by the Oakland PIC so long as the Oakland PIC has properly requested the information and/or action in a timely manner and has made the WIB aware of any such failure by the partner in a timely manner in writing, with recommendations for corrective action. If local performance standards are adopted which are substantially different from the state standards and requirements and substantially increase the administrative burden on the Oakland PIC as a result, the provisions of this MOU related to Oakland PIC's responsibilities and funding are subject to renegotiation to account for this added burden. For purposes of this section, adoption of a local performance standard will "substantially increase" the administrative burden on the Oakland PIC if it is reasonably likely that adoption of the standard will

increase the Oakland PIC's annual administrative costs relating to implementing those local standards by \$7,500 or more. Failure to meet performance standards as determined by the Oakland WIB and the City may result in contract modification or termination as defined in Section 9—Termination of this MOU. The local performance standards, once approved by the WIB for the administration of the One Stop system, will be incorporated into this MOU.

The various standing committees of the WIB will monitor program performance and report findings and recommendations as appropriate to the WIB Executive Committee, which forwards its recommendations to the full WIB for action.

5. CONFLICTS OF INTEREST

The parties understand that Oakland PIC employees act as public officials of the City when performing functions under this MOU as System Administrator, and thus are subject to conflict of interest laws applicable to public officials.

6. ALLOCATION OF WIA AND RELATED FUNDS

Any and all references to the allocation of funds and programs pertaining to this MOU must be approved by the City as part of the annual budget authorization and mid-year budget review process.

The Fiscal Year 2009-2010 budget is detailed as **Exhibit 1** to this MOU, incorporated herein by reference. This MOU also authorizes the allocation of other appropriated funds from the City to the Oakland PIC for services related to the Mayor's Summer Jobs Program and other employment and training related projects. It is understood that any modification of the budget which results in a funding cut or decrease to Oakland PIC, may affect its performance under this MOU.

- a. City of Oakland Allocation: The City will retain funds, as detailed in the approved budget, to perform its functions set forth in this MOU, including but not limited to, staffing the WIB, research and planning in support of the WIB and workforce development in Oakland, contract management, the ASSETS Older Workers Program, special projects, fiscal agency and oversight, and fiscal and performance audits as required by state and federal regulations.
- b. Oakland PIC Allocation: The Oakland PIC will receive and administer WIA-related funds in accordance with the budget as approved and authorized by the WIB and the City to maintain and support WIA and other funded services in the Oakland Local Workforce Investment Area.

- c. Quarterly Actual to Budget Reports: The Oakland PIC agrees to submit to the WIB staff by the 25th day following the end of each quarter reports showing actual revenues received and actual expenditures pertaining to the WIB-approved budget for each fiscal year.
- d. Budget Modifications: Recommendations for substantive modifications to the approved budget must be approved by the City.
- e. Matching Funds and Resources: The Oakland PIC agrees to use its best efforts to generate additional resources to enhance Oakland's workforce development system. The Oakland PIC shall report all such funds raised and used to augment its WIA allocation, for the advancement and enhancement of the specific quantifiable outcomes sought through the WIA awards. The Oakland PIC also agrees to actively seek new sources of funding to expand and enhance workforce development services for the benefit of the entire system. Furthermore, the Oakland PIC agrees to actively pursue the creation of strategic alliances and co-location opportunities to reduce overhead costs and improve efficiencies.

7. PAYMENT TERMS

In its capacity as the System Administrator, the Oakland PIC will be reimbursed for all verifiable expenses in accordance with OMB A-122 and the detailed line item budget attached to this MOU. The Oakland PIC will also administer funds and contracts for direct services through or performed by third parties, as approved in the WIB budget. These funds may not be used to support Oakland PIC operations as the System Administrator without the express approval of the WIB. The Oakland PIC may request a cash advance for its immediate cash needs along with its request for reimbursement provided they meet and comply with the requirements in the Code of Federal Regulations at 29 CFR 95.22 and 31 CFR part 205.

The Oakland PIC agrees to submit supporting documentation with each Direct Payment Request; such documentation will be conformance with the City's grants accounting standards.

8. AUDIT REQUIREMENT

With reasonable notice, the Oakland PIC shall submit to a complete operations audit, as directed by the WIB and the City. For this purpose the Oakland PIC shall make available its records related to all of its functions under this MOU, at their office during normal business hours throughout the term of this MOU and for three years following the expiration of this MOU. The Oakland PIC will comply with the City's financial and reporting responsibilities applicable to agencies receiving contracts of \$300,000 or more:

9. TERM OF MOU

The basic terms of this MOU shall be in effect from its effective date of July 1, 2009, until June 30, 2010.

10. TERMINATION

The City or the Oakland PIC may terminate this MOU for cause upon giving thirty (30) calendar days written notice to the other party. For purposes of this section, "cause" shall mean the substantial failure of the party receiving the notice to meet any of its obligations under this MOU or to abide by the applicable terms and conditions of this MOU

11. INDEMNIFICATION

The Oakland PIC shall protect, defend (with counsel acceptable to City), indemnify and hold harmless the City, its Councilmembers, officers, employees and agents from any and all actions, causes of actions, claims, losses, expenses (including reasonable attorneys' fees and costs) or liability (collectively called "Actions") arising out of or resulting in any way from negligent work performed in connection with this MOU by the Oakland PIC, its officers, employees, sub-consultants or agents.

The Oakland PIC acknowledges and agrees that it has an immediate and independent obligation to defend the City, its Councilmembers, officers, employees and agents from any claim or Action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to the Oakland PIC by the City and continues at all times thereafter so long as the claim or action arose from this MOU

All of the Oakland PIC's indemnification obligations arising out of this MOU are intended to apply to the fullest extent permitted by law and shall survive the expiration or early termination of this MOU.

The City shall protect, defend (with counsel acceptable to the Oakland PIC), indemnify and hold harmless the Oakland PIC, its Board members, employees and agents from any and all actions, causes of actions, claims, losses, expenses (including reasonable attorneys' fees and costs) or liability (collectively called "Actions") arising out of or resulting in any way from negligent work performed in connection with this MOU by the City, its officers, employees, sub-consultants or agents.

The City acknowledges and agrees that it has an immediate and independent obligation to defend the Oakland PIC, its Board members, officers, employees and agents from any claim or Action which potentially falls within this indemnification provision, which

obligation shall arise at the time such claim is tendered to the City by the Oakland PIC and continues at all times thereafter so long as the claim or action arose from this MOU. All of the City's indemnification obligations arising out of this MOU are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this MOU.

12. EXHIBITS

The following exhibit is attached to this MOU and is hereby incorporated herein by reference:

Exhibit 1: FY 2009-2010 WIB Budget

In witness whereof, the City and the Oakland PIC have entered into this Memorandum of Understanding effective as of the date first above written.

“CITY”

CITY OF OAKLAND, a municipal corporation

By: _____
Daniel Lindheim
City Administrator

By: _____
Ray Carlisle
Chair, Oakland Workforce Investment Board

Approved as to form and legality:

By: _____
Deputy City Attorney

“OAKLAND PIC”

OAKLAND PRIVATE INDUSTRY COUNCIL, INC., a California nonprofit public benefit corporation

By: _____
Gay Plair Cobb, CEO
Oakland Private Industry Council, Inc.

MEMORANDUM OF UNDERSTANDING

**City of Oakland/Oakland Workforce Investment Board
and
Oakland Private Industry Council, Inc.**

ONE STOP CAREER CENTER OPERATOR

July 1, 2009 through June 30, 2010

This Memorandum of Understanding (“MOU”) is entered into effective the 1st day of July, 2009, by and between the CITY OF OAKLAND, a municipal corporation (the “City”), on behalf of itself and the Oakland Workforce Investment Board (the “WIB”), and the OAKLAND PRIVATE INDUSTRY COUNCIL, INC., a California nonprofit public benefit corporation (the “Oakland PIC”), pursuant to City Council Resolution No. _____ C.M.S.

Recitals

- C. The City and the Oakland PIC have reached an understanding of their respective roles, terms and expectations regarding the oversight and administration of the federal Workforce Investment Act of 1998 (“WIA”), codified at 29 USC Sec. 2801, et seq., with its implementing regulations codified at 20 CFR Part 660, et seq., including related job training funding for the Oakland Local Workforce Investment Area.
- D. The intent of this MOU is to create an integrated system of all employment and training funding streams for which the City has fiscal responsibility. The City and the WIB, the policymaking body created for the Oakland Local Workforce Investment Area under Section 117 of WIA, will develop and oversee business service and employment and training strategies to promote economic development and to create full employment for all Oakland residents seeking work and advancement in collaboration with the Oakland PIC.
- C. The Mayor of the City of Oakland, as the chief elected official of the Oakland Local Workforce Investment Area, is designated by WIA as the local Sub-grant recipient of WIA funds and is ultimately responsible for such funds. The Mayor has designated the Office of the City Administrator to act on his behalf on all WIA matters. Section 117(d)(3)(B)(i)(II) of WIA allows the Sub-grant recipient to designate a Sub-grant sub-recipient to serve as a One Stop Career Center

Operator. The Oakland PIC operates one of two comprehensive One Stop Career Centers in the City (with the other operated by the Employment Development Department). The purpose of this MOU is to clearly define and delineate the respective functions between the City and the Oakland PIC with regard to its role as a One Stop Career Center Operator.

- E. The organizational relationship between the City and the Oakland PIC outlined in this MOU is applicable through the term of the contract period, which ends June 30, 2010.

NOW, THEREFORE, the City and the Oakland PIC agree as follows:

1. DESIGNATION OF OAKLAND PIC

Pursuant to Section 117(d)(3)(B)(i)(II) of WIA, the Oakland PIC is hereby designated by the City as a One-Stop Career Center Operator.

2. RESPONSIBILITIES OF THE OAKLAND PIC

In furtherance of the purposes of this MOU, the Oakland PIC shall diligently and in good faith, serve as an Oakland WIB Comprehensive One Stop Operator, which includes the following functions, provided funding has been allocated for those services:

4. Provide Core Services (as defined in WIA).
5. Provide Intensive Services for Adults and Dislocated Workers (as defined in WIA) at levels determined through the annual WIB budget process.
6. Coordinate and deliver Rapid Response services (as defined in WIA), in conjunction with the Oakland PIC's role as System Administrator, for businesses and employees impacted by lay-offs.
7. Register participants.
8. Administer MIS, including the gathering and processing of program performance and other relevant data and ensuring that all reports are an accurate reflection of Oakland's performance in the State's JTA system.
9. Market services to employers and job seekers, in accordance with such WIB branding initiatives as may be undertaken.
10. Provide and coordinate business services among the program partners.
11. Act as EASTBAY Works regional partnership liaison.
12. Coordinate job matching for non-registered job seekers. Track outcomes achieved by Universal Services clients.
13. Promote and support Oakland's Enterprise Zone Tax Credit Program and other tax incentive programs in coordination with Oakland's Enterprise Zone Coordinator and other business partners.
14. Provide Core and Intensive Services for eligible participants enrolled in Oakland's Project Choice.

15. Provide program and administrative support to the Mayor's Summer Jobs Program based on available funding, including the management of the City's cash contribution to the program by way of this MOU.
16. Promote and acknowledge the Oakland Workforce Investment Board as the primary source of support for the services listed above.

2. REPORTING AND PERFORMANCE STANDARDS

The Oakland PIC shall gather data and submit program performance reports in accordance with:

- a. The requirements of the Department of Labor and the State of California Employment Development Department and Workforce Investment Board.
- b. The reasonable requests of the Oakland WIB and the City. It is understood that the Oakland WIB or the City may change quarterly reporting requirements based upon new program priorities and the need for additional information to make informed policy decisions on the part of the Oakland WIB and the City. It is also understood that should the reporting requirements change substantially, additional funding and reasonable time may be needed to fulfill the new reporting requirements.
- c. The WIB staff and the City's Financial Services and Management Agency, which includes a quarterly financial report due by the end of the month following the close of each quarter, showing actual expenses to actual allocations as approved by the Oakland WIB and the City.

The Oakland PIC shall be held accountable for the performance of the programs and services covered in this MOU as required by the Department of Labor, the State Employment Development Department and State Workforce Investment Board. The state performance standards are articulated in the respective WIA-approved Performance Measures and sub-grant agreements. Once approved by the Oakland WIB and the City, local performance standards will be incorporated into this MOU. If local performance standards are adopted which are substantially different from the state standards and requirements and substantially increase the administrative burden on the Oakland PIC as a result, the provisions of this MOU related to Oakland PIC's responsibilities and funding are subject to renegotiation to account for this added burden. For purposes of this section, adoption of a local performance standard will "substantially increase" the administrative burden on the Oakland PIC if it is reasonably likely that adoption of the standard will increase the Oakland PIC's annual administrative costs relating to implementing those local standards by \$7,500 or more. Failure to meet performance standards as determined by the Oakland WIB and the City may result in MOU modification or termination as defined in Section 9—Termination of this MOU.

The designated Oakland WIB Committees and Youth Council will monitor program performance and report findings and recommendations as appropriate to the WIB Executive Committee, which forwards its recommendations to the full WIB for action.

4. ALLOCATION OF WIA AND RELATED FUNDS

Any and all references to the allocation of funds and programs pertaining to this MOU must be approved by the Oakland WIB, and the City as part of the annual budget authorization and mid-year budget review process.

This MOU is based on the allocation of Workforce Investment Act funds for Fiscal Year 2009-2010 as approved and authorized by the Oakland WIB and the City for the Oakland PIC's role as a One Stop Career Center Operator. The Fiscal Year 2009-2010 approved budget is detailed as **Exhibit 1** to this MOU, incorporated herein by reference. It is understood that any modification of the budget which results in a reduction of funding to the Oakland PIC may affect its performance under this MOU.

- f. City of Oakland Allocation: The City will retain funds as approved by the WIB and the Mayor, to perform its functions set forth in this MOU, including but not limited to, staffing the WIB, compliance with Employment Development Department and Department of Labor regulations and procedures, research and planning in support of the WIB and workforce development in Oakland, the ASSETS Older Workers Program, special projects, fiscal agency, and fiscal and performance audits.
- g. Oakland PIC Allocation: The Oakland PIC will receive and administer WIA-related funds in accordance with the budgets as approved and authorized by the WIB and the City to provide and coordinate direct services to Oakland's Universal, Intensive Services and Business clients.
- h. Matching Funds and Resources: The Oakland PIC agrees to actively seek new sources of funding to expand and enhance workforce development services for the benefit of the entire One Stop Career Center system. Furthermore, the Oakland PIC agrees to actively pursue the creation of strategic alliances and co-location opportunities to reduce overhead costs and improve efficiencies.

Budget allocations are subject to modifications based upon the WIB's mid-year budget review process and the FY 2009-2010 budget as approved by the WIB and the City.

5. PAYMENT TERMS

In its capacity as a One Stop Operator, the Oakland PIC will be reimbursed for all verifiable expenses for operating and maintaining the One Stop System in accordance with OMB Circular 122 and the detailed line item budget attached to this MOU and future budgets as submitted by the Oakland PIC and approved by the City and the WIB as part of the annual WIB budget.

The Oakland PIC agrees to submit supporting documentation with each Direct Payment Request that clearly indicates the required detail as established by the City's Fiscal Department.

6. AUDIT REQUIREMENT

With reasonable notice, the Oakland PIC shall submit to a complete operations audit, as directed by the City. For this purpose the Oakland PIC shall make available its records related to all of its functions under this MOU, at their office during normal business hours throughout the term of this MOU and for three years following the expiration of this MOU. The Oakland PIC will comply with the City's financial and reporting responsibilities applicable to agencies receiving contracts of \$300,000 or more.

7. TERM OF MOU

The basic terms of this MOU shall be in effect from its effective date of July 1, 2009, until June 30, 2010.

8. TERMINATION

The City or the Oakland PIC may terminate this MOU for cause upon giving thirty (30) calendar days written notice to the other party. For purposes of this section, "cause" shall mean the substantial failure of the party receiving the notice to meet any of its obligations under this MOU or to abide by the applicable terms and conditions of this MOU, which may include but is not limited to providing information required by this MOU in a timely manner. Unless otherwise terminated as provided in this MOU, this MOU will terminate automatically on June 30, 2009.

9. INDEMNIFICATION

The Oakland PIC shall protect, defend (with counsel acceptable to City), indemnify and hold harmless the City, its Council Members, officers, employees and agents from any and all actions, causes of actions, claims, losses, expenses (including reasonable attorneys' fees and costs) or liability (collectively called "Actions") arising out of or resulting in any way from negligent work performed in connection with this MOU by the Oakland PIC, its officers, employees, sub-consultants or agents.

The Oakland PIC acknowledges and agrees that it has an immediate and independent obligation to defend the City, its Council Members, officers, employees and agents from any claim or Action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to the Oakland PIC by the City and continues at all times thereafter so long as the claim or action arose from this MOU

All of the Oakland PIC's indemnification obligations arising out of this MOU are intended to apply to the fullest extent permitted by law and shall survive the expiration or early termination of this MOU.

The City shall protect, defend (with counsel acceptable to the Oakland PIC), indemnify and hold harmless the Oakland PIC, its Board members, employees and agents from any and all actions, causes of actions, claims, losses, expenses (including reasonable attorneys' fees and costs) or liability (collectively called "Actions") arising out of or resulting in any way from negligent work performed in connection with this MOU by the City, its officers, employees, sub-consultants or agents.

The City acknowledges and agrees that it has an immediate and independent obligation to defend the Oakland PIC, its Board members, officers, employees and agents from any claim or Action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to the City by the Oakland PIC and continues at all times thereafter so long as the claim or action arose from this MOU.

All of the City's indemnification obligations arising out of this MOU are intended to apply to the fullest extent permitted by law and shall survive the expiration or earlier termination of this MOU.

10. EXHIBITS

The following exhibits are attached to this MOU and are hereby incorporated herein by reference:

Exhibit 1: Approved 2009-2010 WIB Budget

In witness whereof, the City and the Oakland PIC have entered into this Memorandum of Understanding effective as of the date first above written.

“CITY”

CITY OF OAKLAND, a municipal corporation

By: _____
Daniel Lindheim
City Administrator

By: _____
Ray Carlisle
Chair, Oakland Workforce Investment Board

Approved as to form and legality:

By: _____
Deputy City Attorney

“OAKLAND PIC”

OAKLAND PRIVATE INDUSTRY COUNCIL, INC., a California nonprofit public benefit corporation

By: _____
Gay Plair Cobb, CEO
Oakland Private Industry Council

EXHIBIT 1

Approved 2009-2010 WIB Budget

(attached)

DEPARTMENT OF LABOR COMMON MEASURES AT-A-GLANCE

The State of California obtained a waiver to implement “Common Measures” dating retroactively to July 1, 2007 (start of FY 2007-08). The most fundamental changes with this new system affect youth. A Common Measures training for youth by the State’s Capacity Building Unit took place last May 13, 2008. Thus far the State has only released performance goals for Adults and Dislocated Workers; new goals for youth are slated to release soon. The Common Measures are as follows: for Adult and Dislocated Workers – Enter Employment, Average Earnings, and Retention Rate; for Youth – Placement in Employment or Education, Attainment of a Degree or Certificate, and Numeracy/Literacy Gains (this for basic skills deficient out-of-school youth only).

ADULT MEASURES –

Entered Employment

STATE GOAL: 73% (Adult workers); 79% (DWs)

ACTUAL calculated by (of those who are not employed at the date of participation): # of adult participants who are employed in the first quarter after the exit quarter

of adult participants who exit during the quarter

Employment Retention

STATE GOAL: 75% (Adult workers); 85% (DWs)

ACTUAL calculated by (of those who are employed in the first quarter after the exit quarter):

of adult participants who are employed in both the second and third quarters after the exit quarter

of adult participants who exit during the quarter

Average Earnings

STATE GOAL: \$11,000.00

ACTUAL calculated by (of those adult participants who are employed in the first, second, and third quarters after the exit quarter):

Total earnings in the second plus the total earnings in the third quarters after the exit quarter

of adult participants who exit during the quarter

TABLE 1: Adult and Dislocated Worker Performance, PY 2008-2009**Participants in WIA Programs Active as of July 1, 2008, or enrolled since. Report Through June 30, 2009**

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Service Provider	Category	Carried Over From Previous Years	Enrolled this Program Year	Enrlmt Goal this Program Year	% of this PY Enrlmt Goal	Overall Results						Wage at Placement	
						Total Active or Enrolled this PY	Total Exited this PY	Placed this PY	% of Plmmts to Exits	State Goals	Success Rate	Avg. Hourly Wage	Median Hourly Wage
PIC	Adult	113	120	108	111.11%	233	81	69	85.19%	73.00%	116.69%	\$15.57	\$13.00
	DWs	141	127	136	93.38%	268	86	72	83.72%	79.00%	105.98%	\$18.20	\$16.00
English Center	Adult	48	44	30	146.67%	92	15	12	80.00%	73.00%	109.59%	\$11.91	\$11.54
	DWs	4	6	10	60.00%	10	3	3	100.00%	79.00%	126.58%	\$21.33	\$17.00
Lao Family	Adult	25	29	27	107.41%	54	34	30	88.24%	73.00%	120.87%	\$10.90	\$10.00
	DWs	3	7	5	140.00%	10	7	7	100.00%	79.00%	126.58%	\$9.88	\$10.00
Unity Council	Adult	42	36	40	90.00%	78	35	27	77.14%	73.00%	105.68%	\$14.05	\$14.13
	DWs	6	10	8	125.00%	16	7	5	71.43%	79.00%	90.42%	\$16.75	\$10.83
ASSETS	Adult	19	34	33	103.00%	52	14	10	71.43%	73.00%	97.85%	\$13.87	\$14.13
	DWs	0	0	0	0.00%	0	0	0	0.00%	0.00%	0.00%		
Totals		401	413	397	104.03%	813	282	235	83.33%	77.00%	108.23%	\$15.27	\$13.00
Adults		247	263	238	110.50%	509	179	148	82.68%	73.00%	113.26%	\$13.93	
Dislocated Workers		154	150	159	94.34%	304	103	87	84.47%	79.00%	106.92%	\$17.56	

How to read this table:

Active Individuals during the program year: Column C refers to clients enrolled in previous years who were not exited as of June 30, 2008 and reported prior to 7/22/08. Column D are those enrolled since July 1, 2008. Column E represent the goals established for the program year 2008-09. Column F is the percentage of actual enrollments in relation to the goals established.

Exits and Placements: Column H represents the total number of individuals exited during PY 2008-09; column I are those who were employed at the point of exit; column J is the percentage of employed in relation to exit; column K are the goals as established/negotiated with the state. Column L is the success rate of column J in relation to column K.

Average and Median wage at the point of exit/placement: Comparison of Columns M and N provide a good measure of where most worker wages are.

Agency and Program Name	Enrollees	Contract Period	Contract Amount	Amount drawn down through current period	Total Enrollment Plan	Actual Enrollment	Total Active/Enrolled this PY (including carried over)	Exited this PY	Placements this PY	% Placements to Exits	State Placement Goals (Placements to Exits)	Success Rate	Average Wage (hourly)	Benefits	% Retention (PY)	State Retention Goal	Retention Success Rate	
PROGRAM YEAR 2008-09																		
PIC One Stop Downtown/East Oakland	Adult	7/08 - 6/09	\$1,686,623		108	120	233	81	69	85.19%	73.00%	116.69%	\$15.57		85.8%	75%	114.5%	
	DW	6/09			136	127	268	86	72	83.72%	79.00%	105.98%	\$18.20	88.3%	85%	103.9%		
Eng. Center: WIA One-Stop Affiliate	Adult	7/08 - 6/09	\$200,000		30	44	92	15	12	80.00%	73.00%	109.59%	\$11.91		76.5%	75%	102%	
	DW	6/09			10	6	10	3	3	100.00%	79.00%	126.58%	\$21.33	100%	85%	117.6%		
Lao Family Comm. Dev.: WIA One-Stop Affiliate	Adult	7/08 - 6/09	\$200,000		27	29	54	34	30	88.24%	73.00%	120.87%	\$10.90		84.2%	75%	112.3%	
	DW	6/09			5	7	10	7	7	100.00%	79.00%	126.58%	\$9.88	100%	85%	117.6%		
Unity Council: WIA One-Stop Affiliate	Adult	7/08 - 6/09	\$300,000		40	36	78	35	27	77.14%	73.00%	105.68%	\$14.05		76.6%	75%	102.1%	
	DW	6/09			8	10	16	7	5	71.43%	79.00%	90.42%	\$16.75	90%	85%	105.9%		
ASSETS	Adult	7/08 - 6/09	\$140,000		33	34	53	14	10	71.43%	73.00%	97.85%	\$13.87		86.4%	75%	107.85%	
PY 2008-09 Adult/DW TOTALS:					\$2,526,623	397	413	814	282	235	83.33%	77.00%	108.23%	\$15.27	86.1%	80%	110.8%	
					Adult subtotal	238	263	510	179	148	82.68%	73.00%	113.26%	\$13.93	83.1%	75%	104.9%	
					Dislocated Worker subtotal	159	150	304	103	87	84.47%	79.00%	106.92%	\$17.56	89.1%	85%	75%	

Item: _____

CEID Committee

February 9, 2010

YOUTH MEASURES¹ –**Placement in Employment or Education****STATE GOAL: 67%***ACTUAL calculated by (of those who are not in post-secondary education or employment – including the military – at the date of participation):*

of youth participants who are in employment (including the military) or enrolled in post-secondary education and/or advanced training/occupational skills training in the first quarter after the exit quarter

 # of youth participants who exit during the quarter
Attainment of a Degree or Certificate**STATE GOAL: 50%***ACTUAL calculated by (of those enrolled in education – at the date of participation or at any point during the program):*

of youth participants who attain a diploma, GED, or certificate by the end of the third quarter after the exit quarter

 # of youth participants who exit during the quart
Literacy and Numeracy Gains*ACTUAL calculated by (of those out-of-school youth who are basic skills deficient):*

of youth participants who increase one or more educational functioning levels

 # of youth participants who have completed a year in the program (i.e., one year from the date of first youth program service) plus the # of youth participants who exit before completing a year in the youth program

¹ Until Youth goals for Placement/Education and Degree/Credentials are released by the State, "State goals" are an approximation to the percentages used in FY 2006-07.

Agency and Program Name	Enrollees	Contract Period	Contract Amount	Expenditures as of 12/31/06	Annual Enrollment Plan	Actual Enrollment	Total Active/Enrolled this PY (including carried over)	Enrollment % of Plan	Exited this PY	Placements this PY (employment or postsecondary ed.)	% Placements/PostSec to Exits	State Placement Goal (placements to exits)	Average Wage (hourly)	Degree or Credentials this PY	% Degree or Credentials this PY	Degree or Credentials State Goal
PROGRAM YEAR 2008-09																
Alameda County Health Care Foundation	In School	7/08 - 6/09	\$30,860		13	18	43	138.46%	1	1	100%	67%	-	1	100%	50%
	Out of School	7/08 - 6/09	\$137,500		10	10	13	100%	7	4	57.14%	67%	-	0	0%	50%
Lao Family Community Dev.	In School	7/08 - 6/09	\$86,060		35	39	51	111.43%	16	15	93.75%	67%	-	12	75%	50%
	Out of School	7/08 - 6/09	\$177,800		18	18	33	100%	7	3	42.86%	67%	-	3	42.86%	50%
Scotlan Youth Development Center	In School	7/08 - 6/09	\$367,780		40	40	62	100%	12	11	91.67%	67%	-	0	0%	50%
	Out of School	7/08 - 6/09	\$800,000		17	15	23	88.24%	7	3	42.86%	67%	-	4	57.14%	50%
Youth Employment Partnership	In School	7/08 - 6/09			50	54	128	108%	18	17	94.44%	67%	-	3	16.67%	50%
	Out of School	7/08 - 6/09			75	91	261	121.33%	60	29	48.33%	67%	-	38	63.33%	50%
PY 2008-09 Youth TOTALS					258	285	614	109.91%	128	83	64.84%	67%	-	61	37.06%	50%
Out of School Youth subtotal:					118	122	236	103.39%	44	35	79.55%	67%	-	6	13.64%	50%
In School Youth subtotal:					140	163	378	116.43%	84	48	57.14%	67%	-	55	65.48%	50%

WIB Approved FY 09-10 Budget						
Ref #		WIB 06-07 Approved Budget	WIB 07-08 Approved Budget	WIB 08-09 Approved Budget	FY 08-09 ARRA Approved Budget	FY 09-10 Approved Budget
CONTRACTED SYSTEM ADMINISTRATOR, CENTER OPERATOR AND OTHER FUNCTIONS						
System Administrator						
1	SysAd Personnel	561,407.00	538,951.00	561,407.00	\$253,465.00	486,407.00
2	SysAd Non-Personnel	150,561.00	150,561.00	153,572.00	\$95,049.00	105,000.00
3	SysAd Fiscal/Admin Personnel	314,218.00	301,649.00	314,218.00	\$126,732.00	204,000.00
4	SysAd Fiscal/Admin Non-Personnel	57,245.00	57,544.00	58,695.00	\$63,066.00	52,544.00
5	Rapid Response Coordination	64,245.00	64,245.00	75,425.00	\$63,314.00	70,425.00
	SYSTEM ADMINISTRATOR	1,147,676.00	1,112,950.00	1,163,317.00	601,626.00	918,376.00
SA-Administered Funds - Adult						
6	Client Training (ITA, Customized, OJT)	299,200.00	70,400.00	436,190.00	\$443,563.00	410,000.00
7	Training, client-based (e.g. ITA's)	299,200.00	228,800.00			
8	EASTBAY Works	96,800.00	125,000.00	135,000.00	\$125,000.00	130,000.00
9	One Stop Affiliate Subcontracts	700,000.00	650,000.00	700,000.00	\$633,668.00	700,000.00
10	Adult and DW Support Services	132,000.00	60,000.00	132,000.00	\$133,069.00	132,000.00
11	Older Workers/ASSETS Program	140,000.00	140,000.00	140,000.00	\$200,000.00	150,000.00
	ADULT SERVICES	1,667,200.00	1,274,200.00	1,543,190.00	1,535,300.00	1,522,000.00
SA-Administered Funds - Youth						
12	Youth Subcontracts/Services	800,000.00	800,000.00	800,000.00	\$887,250.00	800,000.00
13	Youth One Stop Services	125,000.00	125,000.00	125,000.00	\$0.00	200,000.00
14	Youth Wages and Support Services	519,200.00	519,200.00	519,200.00	\$1,623,691.00	550,000.00
	YOUTH SERVICES	1,444,200.00	1,444,200.00	1,444,200.00	2,510,941.00	1,550,000.00
15	System Administration Sub-Total	2,959,046.00	3,831,350.00	4,150,707.00	4,647,867.00	3,990,376.00
One Stop Center Operator						
16	Program Personnel	974,340.00	925,623.00	974,340.00	\$538,613.00	823,700.00
17	Program Non-Personnel	408,589.00	408,589.00	416,761.00	\$380,197.00	411,611.00
18	Fiscal/Admin Personnel	134,697.00	129,309.00	134,697.00	\$95,049.00	120,697.00
19	Fiscal/Admin Non-Personnel	58,567.00	58,567.00	59,738.00	\$31,437.00	51,738.00
20	Rapid Response Program Activities	199,755.00	164,535.00	226,277.00	\$253,465.00	245,000.00
	ONE STOP OPERATIONS	1,775,948.00	1,686,623.00	1,811,813.00	1,298,761.00	1,652,746.00
CITY OF OAKLAND ADMINISTRATION AND CONTRACTED SERVICES						
21	Business and Professional Services	50,000.00	0.00	15,000.00	100,000.00	9,068.00
22	WIB Personnel	607,793.00	160,000.00	160,000.00	100,000.00	670,000.00
23	WIB Operations & Maintenance	101,500.00	40,000.00	40,000.00	60,000.00	65,880.00
24	City Fiscal	88,560.00	110,000.00	110,000.00	100,000.00	101,050.00
	CITY LINE ITEMS	847,853.00	310,000.00	325,000.00	360,000.00	845,998.00
25	Special Project: New Start Program			90,000.00	159,019.00	159,019.00
	PROJECTED REVENUES	6,883,176.00	5,587,147.00	6,399,521.00	\$6,336,628.00	6,648,139.00
	Projected /Actual Expenditures	6,882,877.00	5,827,973.00	6,399,520.00	\$6,336,628.00	6,648,139.00
	SURPLUS/(DEFICIT)	299.00	-240,826.00	1.00	0.00	0.00

Item: _____
CED Committee
February 9, 2010

FILED
OFFICE OF THE CITY CLERK
OAKLAND
2010 JAN 28 PM 6:51

APPROVED AS TO FORM AND LEGALITY

Deputy City Attorney

DRAFT

OAKLAND CITY COUNCIL
RESOLUTION No. _____ C.M.S.

A RESOLUTION TO APPROVE WORKFORCE INVESTMENT BOARD (WIB) BUDGET TITLE I FUNDS, ADULT, DISLOCATED WORKERS, AND YOUTH PROGRAMS FOR FISCAL YEAR (FY) 2009-2010 IN THE AMOUNT OF \$6,648,139, INCLUDING THE TOTAL BUDGET, AMOUNT FOR EACH CONTRACT, SERVICE GOALS, AND PAST EVALUATIONS FOR EACH CONTRACT AND TO ADOPT A) A MEMORANDUM OF UNDERSTANDING WITH THE OAKLAND PRIVATE INDUSTRY COUNCIL, INC. (PIC) TO SERVE AS THE OAKLAND WORKFORCE INVESTMENT SYSTEM ADMINISTRATOR FOR FY 2009 – 10 IN AN AMOUNT NOT TO EXCEED \$918,376; B) A MEMORANDUM OF UNDERSTANDING WITH THE OAKLAND PIC TO SERVE AS THE ONE STOP CAREER CENTER OPERATOR FOR FY 2009 – 10 IN AN AMOUNT NOT TO EXCEED \$1,652,746; AND C) THE DISBURSEMENT OF ADDITIONAL FUNDS TO THE OAKLAND PIC FOR SUBCONTRACTS WITH ADULT AND YOUTH SERVICES PROVIDERS AS APPROVED BY THE OAKLAND WORKFORCE INVESTMENT BOARD, FOR THE DELIVERY OF SUPPORT SERVICES AND TRAINING FOR JOB SEEKERS AND BUSINESS CLIENTS, AND FOR OTHER PROGRAMS FOR WHICH THE OAKLAND PIC ACTS AS SYSTEMS ADMINISTRATOR

WHEREAS, the Oakland Workforce Investment Board (“WIB”) is mandated by the Workforce Investment Act of 1998 (“WIA”) to oversee the expenditure of WIA funding in partnership with the Mayor as chief elected official in a designated Workforce Investment Area such as the City of Oakland; and

WHEREAS, the City of Oakland’s total allotment of WIA Title I funds for Fiscal Year 2009-10 is \$6,648,139; and

WHEREAS, the WIB has approved a budget for said funds; and

WHEREAS, the WIB has approved a Memorandum of Understanding (“MOU”) between the City and the Oakland Private Industry Council, Inc. (“PIC”) for the PIC to serve as System Administrator for the Oakland Workforce Investment System for Fiscal Year 2009-2010 in an amount not to exceed \$918,376; and

WHEREAS, the WIB has also approved a MOU between the City and the PIC for the PIC to serve as the One Stop Career Center Operator for Fiscal Year 2009-2010 with a budget in an amount not to exceed \$1,652,746; and

WHEREAS, the City Council finds and determines that the services provided pursuant to the System Administrator MOU authorized hereunder are temporary and of a professional, scientific or technical nature; and

WHEREAS, the City Council finds that the System Administrator MOU shall not result in the loss of employment or salary by any person having permanent status in the competitive service; now, therefore, be it

RESOLVED: That the City hereby accepts WIA Title I funds for Fiscal Year 2009-10 in the amount of \$6,648,139; and be it

FURTHER RESOLVED: That the City Administrator is hereby authorized to negotiate and enter into a Memorandum of Understanding with the PIC for the PIC to serve as System Administrator for the Oakland Workforce Investment System for Fiscal Year 2009-2010 in an amount not to exceed \$918,376; and be it

FURTHER RESOLVED: That the City Administrator is hereby authorized to negotiate and enter into a Memorandum of Understanding with the PIC for the PIC to serve as the One Stop Career Center Operator for Fiscal Year 2009-2010, with an operating budget in an amount not to exceed \$1,652,746; and be it

FURTHER RESOLVED: That the PIC shall provide the following services, or shall subcontract with the following service providers in the following amounts to provide the specified levels of service, and the Council hereby appropriates and allocates WIA funds as outlined in the following table:

Fund: 2195

Org: 90591

Program/ Services	Contract Amount	Clients Served
Oakland Private Industry Council One-Stop Career Center (Adult and Dislocated Workers), including EDD in East Oakland	\$1,652,746	173
The English Center (Adult and Dislocated Worker) *Affiliate One-Stop Sites and Satellites	\$200,000	40
The Unity Council (Adult and Dislocated Worker) *Affiliate One-Stop Sites and Satellites	\$300,000	48
Lao Family Community Development, Inc. (Adult, Dislocated Worker, Youth) *Affiliate One-Stop Sites and Satellites	Adult \$200,000 Youth \$137,500	32 (Adults) & 45 (Youth)
ASSETS Senior Employment Opportunities Program (Adult and Dislocated Worker)	\$150,000	33

Alameda County Health Care Foundation Model Neighborhood Program (Youth)	\$30,860	13
Pivotal Point Youth Services, Inc. (Youth)	\$86,060	18
George P. Scotlan Youth and Family Center (Youth)	\$177,800	57
Youth Employment Partnership	\$367,780	157
Total:	\$3,302,746	616

and be it

FURTHER RESOLVED: That the City Administrator and his or her designees are hereby authorized to take whatever action is necessary with respect to the System Administrator and One Stop Career Center Operator Memoranda of Understanding and the disbursement of WIA funds, consistent with this Resolution and its basic purposes.

IN COUNCIL, OAKLAND, CALIFORNIA, _____

PASSED BY THE FOLLOWING VOTE:

AYES- KERNIGHAN, NADEL, QUAN, DE LA FUENTE, BROOKS, REID, KAPLAN
AND PRESIDENT BRUNNER

NOES-

ABSENT-

ABSTENTION-

ATTEST: _____

LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California