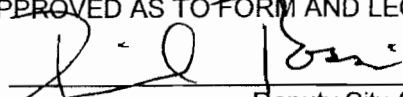


FILED
OFFICE OF THE CITY CLERK
OAKLAND

2009 MAY 14 PM 6:44

APPROVED AS TO FORM AND LEGALITY


Deputy City Attorney

OAKLAND CITY COUNCIL
RESOLUTION No. 82009 C.M.S.

A RESOLUTION ACCEPTING, APPROPRIATING, AND ALLOCATING \$6,287,521 IN FISCAL YEAR 2008-2009 WORKFORCE INVESTMENT ACT TITLE 1 FUNDS, AND AUTHORIZING A) A MEMORANDUM OF UNDERSTANDING WITH THE OAKLAND PRIVATE INDUSTRY COUNCIL, INC., (PIC) TO SERVE AS THE OAKLAND WORKFORCE INVESTMENT SYSTEM ADMINISTRATOR FOR FY 2008-2009 IN AN AMOUNT NOT TO EXCEED \$1,163,317, AND B) A MEMORANDUM OF UNDERSTANDING WITH THE OAKLAND PIC TO SERVE AS THE ONE STOP CAREER CENTER OPERATOR FOR FY 2008-2009 IN AN AMOUNT NOT TO EXCEED \$1,811,813

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 2008-09 is \$6,287,521; 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 2008-2009 in an amount not to exceed \$1,163,317; 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 2008-2009 with a budget in an amount not to exceed \$1,811,813; 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 2008-09 in the amount of \$6,287,521; 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 2008-2009 in an amount not to exceed \$1,163,317; 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 2008-2009, with an operating budget in an amount not to exceed \$1,811,813; 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 Served¹
Oakland Private Industry Council One-Stop Career Center (Adult and Dislocated Workers), including EDD in East Oakland	\$1,811,813	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	\$200,000 (Adults and DWs)/\$137,500 (Youth)	32 (Adults and DWs)/45 (Youth)
ASSETS Senior Employment Opportunities Program (Adult and Dislocated Worker)	\$140,000	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	125
Total:	\$3,451,813	584

¹ Refers to Number of Additional WIA-enrolled participants through June 30, 2009 (does not include carried-over or Universal clients).

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, MAY 19 2009

PASSED BY THE FOLLOWING VOTE:

AYES- KERNIGHAN, NADEL, ~~COVAT~~, DE LA FUENTE, ~~BROOKS~~, ~~REID~~, KAPLAN
AND PRESIDENT BRUNNER - 5

NOES- 0

ABSENT- 0

ABSTENTION- 0

Excused - Quan, Reid, Brooks - 3

ATTEST:



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

MEMORANDUM OF UNDERSTANDING

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

SYSTEM ADMINISTRATOR

July 1, 2008 through June 30, 2009

This Memorandum of Understanding ("MOU") is entered into effective the 1st day of July, 2008, 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.

2008-2009 System Administrator MOU

- 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, 2009.

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. The parties further understand that conflict of interest laws prohibit employees of the Oakland PIC from participating in making a government decision, or using or attempting to use his/her official position to influence a government decision, that will foreseeably have a material financial effect on the Oakland PIC, as the employee's source of income. Therefore, the

Oakland PIC as System Administrator shall have no oversight responsibility under this MOU with respect to the One-Stop Career Center operations of the Oakland PIC. Such prohibited oversight functions include monitoring the work of the Oakland PIC as one-stop operator, recommending budget allocations for the Oakland PIC as one-stop operator, or recommending payments to the Oakland PIC as one-stop operator. Such oversight responsibilities shall rest solely with the City, City staff, and the WIB.

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 2008-2009 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 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 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 that clearly indicates the line items in the WIB approved budget for which the funds requested will be used.

8. 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.

9. TERM OF MOU

The basic terms of this MOU shall be in effect from its effective date of July 1, 2008, until June 30, 2009.

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

2008-2009 System Administrator MOU

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: Approved 2008-2009 WIB Budget

2008-2009 System Administrator MOU

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.

Exhibit 1

WIB Approved 2008-2009 WIB Budget

(attached)

Ref . #		WIB 2006-2007 Adopted	WIB 2007-2008 Adopted	Obligated Carried Over	WIB 2008- 2009 Adopted
CONTRACTED SYSTEM ADMINISTRATOR, CENTER OPERATOR AND OTHER FUNCTIONS					
<u>System Administrator</u>					
1	PIC SysAd Personnel	\$561,407	\$538,951		\$561,407
2	PIC SysAd Non-Personnel	\$150,561	\$150,561		\$153,572
3	PIC SysAd Fiscal/Admin Personnel	\$314,218	\$301,649		\$314,218
4	PIC SysAd Fiscal/Admin Non-Personnel	\$57,544	\$57,544		\$58,695
5	PIC Rapid Response Coordination	\$64,245	\$64,245		\$75,425
SUBTOTAL: PIC SYSTEM ADMINISTRATOR		\$1,147,975	\$1,112,950	\$0	\$1,163,317
<u>PIC-Administered Funds - Adult</u>					
6	Client Training (e.g., ITA, Customized, OJT)	\$299,200	\$70,400		\$436,190
7	Training, client -based (e.g., ITA's)	\$299,200	\$228,800		\$0
8	EASTBAY Works	\$96,800	\$125,000		\$135,000
9	One Stop Affiliate Subcontracts	\$700,000	\$650,000	\$0	\$700,000
10	Adult and DW Support Services	\$132,000	\$60,000		\$132,000
11	Older Workers/ASSETS Program	\$140,000	\$140,000		\$140,000
SUBTOTAL: ADULT SERVICES		\$1,667,200	\$1,274,200	\$0	\$1,543,190
<u>PIC-Administered Funds - Youth</u>					
12	Youth Subcontracts/Services	\$800,000	\$800,000	\$0	\$800,000
13	Youth One Stop Services	\$125,000	\$125,000		\$125,000
14	Youth Wages and Support Services	\$519,200	\$519,200	\$0	\$519,200
SUBTOTAL: YOUTH SERVICES		\$1,444,200	\$1,444,200	\$0	\$1,444,200
15	System Administration Sub-Total, Lines 1-13	\$4,259,375	\$3,831,350	\$0	\$4,150,707
<u>PIC One Stop Center Operator</u>					
16	PIC CtrOp Program Personnel	\$974,340	\$925,623		\$974,340
17	PIC CtrOp Program Non-Personnel	\$408,589	\$408,589		\$416,761
18	PIC CtrOp Fiscal/Admin Personnel	\$134,697	\$129,309		\$134,697
19	PIC CtrOp Fiscal/Admin Non-personnel	\$58,567	\$58,567		\$59,738
20	PIC Rapid Response Program Activities	\$199,755	\$164,535		\$226,277
SUBTOTAL: ONE STOP OPERATIONS		\$1,775,948	\$1,686,623	\$0	\$1,811,813
20	Other Programs - There are none	\$0	\$0		\$0
CITY OF OAKLAND ADMINISTRATION AND CONTRACTED SERVICES					
21	Business and Professional Services	\$50,000	\$0		\$15,000
22	WIB Personnel	\$607,793	\$160,000		\$160,000
23	WIB Operations & Maintenance	\$101,500	\$40,000		\$40,000
24	City Fiscal	\$88,560	\$110,000		\$110,000
SUBTOTAL: CITY LINE ITEMS		\$847,853	\$310,000	\$0	\$325,000
PROJECTED REVENUES			\$5,587,147	\$0	\$6,287,521
Projected/Actual Expenditures		\$6,883,176	\$5,827,973	\$0	\$6,287,520
SURPLUS/(DEFICIT)			(\$240,826)	\$0	\$1

MEMORANDUM OF UNDERSTANDING

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

ONE STOP CAREER CENTER OPERATOR

July 1, 2008 through June 30, 2009

This Memorandum of Understanding (“MOU”) is entered into effective the 1st day of July, 2008, 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 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.

One Stop Career Center 2008-2009 MOU

- 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, 2009.

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:

- a. Provide Core Services (as defined in WIA).
- b. Provide Intensive Services for Adults and Dislocated Workers (as defined in WIA) at levels determined through the annual WIB budget process.
- c. 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.
- d. Register participants.
- e. 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.
- f. Market services to employers and job seekers, in accordance with such WIB branding initiatives as may be undertaken.
- g. Provide and coordinate business services among the program partners.
- h. Act as EASTBAY Works regional partnership liaison.
- i. Coordinate job matching for non-registered job seekers. Track outcomes achieved by Universal Services clients.
- j. 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.
- k. Provide Core and Intensive Services for eligible participants enrolled in Oakland's Project Choice.
- l. 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.
- m. 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 2008-2009 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 2008-2009 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.

- a. 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.
- b. 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.
- c. 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 2008-2009 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, 2008, until June 30, 2009.

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 2008-2009 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 2008-2009 WIB Budget

(attached)

FY 08-09 WIB Budget (4/1/09)

Ref . #		WIB 2006-2007 Adopted	WIB 2007-2008 Adopted	Obligated Carried Over	WIB 2008- 2009 Adopted
CONTRACTED SYSTEM ADMINISTRATOR, CENTER OPERATOR AND OTHER FUNCTIONS					
<u>System Administrator</u>					
1	PIC SysAd Personnel	\$561,407	\$538,951		\$561,407
2	PIC SysAd Non-Personnel	\$150,561	\$150,561		\$153,572
3	PIC SysAd Fiscal/Admin Personnel	\$314,218	\$301,649		\$314,218
4	PIC SysAd Fiscal/Admin Non-Personnel	\$57,544	\$57,544		\$58,695
5	PIC Rapid Response Coordination	\$64,245	\$64,245		\$75,425
SUBTOTAL: PIC SYSTEM ADMINISTRATOR		\$1,147,975	\$1,112,950	\$0	\$1,163,317
<u>PIC-Administered Funds - Adult</u>					
6	Client Training (e.g., ITA, Customized, OJT)	\$299,200	\$70,400		\$436,190
7	Training, client -based (e.g., ITA's)	\$299,200	\$228,800		\$0
8	EASTBAY Works	\$96,800	\$125,000		\$135,000
9	One Stop Affiliate Subcontracts	\$700,000	\$650,000	\$0	\$700,000
10	Adult and DW Support Services	\$132,000	\$60,000		\$132,000
11	Older Workers/ASSETS Program	\$140,000	\$140,000		\$140,000
SUBTOTAL: ADULT SERVICES		\$1,667,200	\$1,274,200	\$0	\$1,543,190
<u>PIC-Administered Funds - Youth</u>					
12	Youth Subcontracts/Services	\$800,000	\$800,000	\$0	\$800,000
13	Youth One Stop Services	\$125,000	\$125,000		\$125,000
14	Youth Wages and Support Services	\$519,200	\$519,200	\$0	\$519,200
SUBTOTAL: YOUTH SERVICES		\$1,444,200	\$1,444,200	\$0	\$1,444,200
15	System Administration Sub-Total, Lines 1-13	\$4,259,375	\$3,831,350	\$0	\$4,150,707
<u>PIC One Stop Center Operator</u>					
16	PIC CtrOp Program Personnel	\$974,340	\$925,623		\$974,340
17	PIC CtrOp Program Non-Personnel	\$408,589	\$408,589		\$416,761
18	PIC CtrOp Fiscal/Admin Personnel	\$134,697	\$129,309		\$134,697
19	PIC CtrOp Fiscal/Admin Non-personnel	\$58,567	\$58,567		\$59,738
20	PIC Rapid Response Program Activities	\$199,755	\$164,535		\$226,277
SUBTOTAL: ONE STOP OPERATIONS		\$1,775,948	\$1,686,623	\$0	\$1,811,813
20	Other Programs - There are none	\$0	\$0		\$0
CITY OF OAKLAND ADMINISTRATION AND CONTRACTED SERVICES					
21	Business and Professional Services	\$50,000	\$0		\$15,000
22	WIB Personnel	\$607,793	\$160,000		\$160,000
23	WIB Operations & Maintenance	\$101,500	\$40,000		\$40,000
24	City Fiscal	\$88,560	\$110,000		\$110,000
SUBTOTAL: CITY LINE ITEMS		\$847,853	\$310,000	\$0	\$325,000
PROJECTED REVENUES			\$5,587,147	\$0	\$6,287,521
Projected/Actual Expenditures		\$6,883,176	\$5,827,973	\$0	\$6,287,520
SURPLUS/(DEFICIT)			(\$240,826)	\$0	\$1