

MEMORANDUM OF UNDERSTANDING
Between the
CITY OF VISALIA
And the
WORKFORCE INVESTMENT BOARD OF TULARE COUNTY
“Regarding the Implementation of a Transitional Jobs Program”

This **Memorandum of Understanding (MOU)** is entered into between the City of Visalia, a California Municipal Corporation, hereinafter referred to as “City,” and the Workforce Investment Board of Tulare County, a California Non-Profit Public Benefit Corporation, hereinafter referred to as “WIB,” as of July 1, 2022.

This MOU is made with reference to the following recitals:

1. City and the WIB are partnering to implement a Transitional Jobs Program within the community of Visalia.
2. City will allocate two hundred thirty-nine thousand eight hundred forty-seven dollars (\$221,847) to the WIB to operate the Transitional Jobs Program outlined in **Exhibits A and B** of this MOU (the “Program”).
3. The WIB has received Workforce Innovation and Opportunity Act (WIOA) funding to fund a portion of the Transitional Jobs Program.
4. WIB will allocate two hundred thirty-nine thousand eight hundred forty-seven dollars (\$221,847) in City funds and two hundred three thousand eight hundred forty-seven dollars (\$221,847) in WIOA funds for participant transitional jobs (subsidized employment) and program operation costs to its service provider to operate the program.
5. CITY and the WIB mutually agree that the responsibilities outlined in this MOU foster healthy collaboration for the purpose of implementing the Program.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements therein contained, the Parties agree as follows:

I. TERM

The term of this MOU is from July 1, 2022 through June 30, 2023, or until such earlier time as all obligations have been met, or unless earlier terminated or extended according to the provisions contained herein. Upon mutual written agreement, the Parties may extend the term of this Agreement for such period of time and upon such terms as they may agree.

II. DISTRIBUTION OF FUNDS

To request reimbursement for Program services provided hereunder, WIB shall submit a monthly invoice to City with back-up documentation by the 15th of the month.

Both Parties have funds set aside to fund the Program. CITY and the WIB have agreed to pay the costs of the Program as outlined in Exhibit B to this MOU.

III. COOPERATIVE OBLIGATIONS

The roles and responsibilities of CITY and WIB for the Program are outlined in the attached **Exhibit A “Statement of Work”, Exhibit B “Budget Detail”, and Exhibit C “Work Program Definitions”**:

1. The WIB shall perform the services described in Exhibit "A" to meet the objectives of the Program.
2. The WIB shall not exceed the salary and benefits costs in Exhibit B "Budget Details".
3. CITY shall not exceed the program cost outlined in Exhibit B "Budget Details".

IV. WIB CONTRIBUTION

After receipt of grant funds, and in accordance with the provisions of the WIOA requirements and related regulations directives, WIB will pay for Participant salary and fringe benefits and other participant training costs, as they relate to the Exhibit B.

V. CITY CONTRIBUTION

CITY will contribute \$221,847 to pay for operational costs and supportive services as they relate to the Exhibit B.

VI. REVISION, ADDENDUM

Revisions to the basic framework of this MOU shall be by the mutual written agreement of the Parties. Supplements to this MOU may be by numeric addendums executed by each Party and attached to the original of this MOU.

VII. TERMINATION

Either Party may terminate this MOU at any time without cause upon not less than forty-five (45) days' prior written notice. In the event of such termination, the Parties shall consult prior to the date of termination to ensure termination occurs on the most equitable terms; however, such consultation shall not prohibit or restrict either Party from exercising its right to terminate this MOU.

VIII. NON-DISCRIMINATION CLAUSE

1. The Parties agree that no person participating in under the terms of this MOU shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief or sexual orientation, be excluded from participation, be denied benefits of, or be subject to discrimination.
2. The Parties shall comply with all state, federal and local laws that forbid discrimination against any person on the grounds of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief or sexual orientation in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates for pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

3. The Parties agree that they will comply with the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

IX. INDEPENDENT CONTRACT STATUS

It is agreed that the WIB, including any and all of their officers, agents, contractors, sub-contractors, and employees, will be at all times during the performance of the work, duties and obligations of pursuant to this MOU be acting and performing as an independent contractor and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the City.

X. INDEMNIFICATION AND INSURANCE

WIB shall defend, indemnify, and hold harmless the City and its officers, council members, employees, volunteers and agents, from any and all costs and expenses, damages, liabilities, demands, causes of action, suits, charges, or legal or administrative proceedings, claims and losses, including, without limitation, attorney's fees and costs, caused by or arising out of any act or omission of WIB relating to the terms of this MOU.

City shall defend, indemnify, and hold harmless the WIB and its officers, council members, employees, volunteers and agents, from any and all costs and expenses, damages, liabilities, demands, causes of action, suits, charges, or legal or administrative proceedings, claims and losses, including, without limitation, attorney's fees and costs, caused by or arising out of any act or omission of City relating to the terms of this MOU.

WIB agrees that at all time while working on City property it shall require its agents, employees, contractors, and subcontractors, to maintain general liability insurance, automobile liability, and worker's compensation insurance at levels approved by the City. Prior to entry on City of Visalia proof of such insurance shall be provided to City.

XI. SETTLEMENT OF DISPUTES

The parties have worked cooperatively to prepare their framework for this MOU, and the language herein should not be construed against any of the parties. If a dispute arises out of or relating to this MOU, or the breach thereof, and if said dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the Parties mutually agree otherwise. The mediator shall be mutually selected by the Parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each Party. All costs and fees required by the mediator shall be split equally by the Parties, otherwise each Party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, then either Party may pursue litigation to resolve the dispute.

XII. LOSS OF FUNDING

It is understood and agreed that if the funding is either discontinued or reduced for the Program, then WIB or City shall have the right to terminate this MOU. In such event, the affected Party shall provide the other Party with at least thirty (30) days prior written notice of such termination.

WORKFORCE INVESTMENT BOARD OF TULARE COUNTY

Date _____

Adam Peck, Executive Director

CITY OF VISALIA

Date _____

City of Visalia Project Manager

Date _____

City of Visalia City Manager

Date: _____

City Attorney
(PELTZER & RICHARDSON, LC)

Date: _____

City of Visalia Risk Manager

EXHIBIT A

Statement of Work

Transitional Jobs Program

Work to Be Performed - The WIB shall implement a Transitional Jobs program (the “Program”) for 40 individuals, referred by agencies designated by the City, who meet the following criteria:

- a) Are homeless (See *Definitions*, Exhibit C) or
- b) have been homeless within the past 12 months; and
- c) WIOA Adult Eligible (See Definition, Exhibit C); and
- d) Reside in Visalia.

Participants shall be supported through the Program by a full-time crew supervisor assigned to supervise the crews and serve as a job coach and mentor. Participants will be provided with the following services:

- a) Transportation to and from worksites.
- b) A workplace orientation that includes work expectations and safety training.
- c) Career coaching.
- d) Pre-employment skills training.
- e) Supportive services.

Pre-Employment Seminars

The Program will provide pre-employment skills that are essential to job seeking and retention for 40 participants, these seminars include:

- Finance and budgeting
- Interviewing skills
- Career Exploration
- Create Resume
- How to apply for jobs online and in person

Job Coaching

The Program will provide job coaching, including:

- Workplace orientation, work expectations and safety.
- On-site crew supervisor to provide supervision, job coaching, and teach work skills.
- Provide clear instructions and feedback.

General Transitional Job Description

The City will designate worksites, tasks, and skills to be acquired during the transitional job. Participants will be expected to be able to:

- Arrive to work on time
- Able to take instructions from a crew supervisor
- Work 20 hours per week Monday–Friday
- Able to lift 30 lbs.
- Able to stoop, pick up debris
- Able to use basic hand tools and equipment (shovels, rakes, hoes, litter grabbers, etc.)
- Able to use due care while working in the public right-of-way being aware of cars, watching traffic, avoiding walking in streets when appropriate
- Receive bi-weekly performance evaluations
- Expectation to complete training plan (task and skills to be attained)
- May receive additional hours of training, if he/she is having difficulty attaining skills outlined in the training plan
- Expectation to complete training plan (task and skills to be attained)

Transitional Jobs - Completion

Upon completion of a transitional job, individuals may continue to access WIOA Basic and Individualized Services and Training that lead to employment, services include:

- Staff assisted job search and job referrals
- Supportive services
- On-the-job training
- Occupational skills training
- Follow-up

Subcontracting

The WIB may subcontract portions of this contract with prior written approval from the City. All subcontracts must be formalized through written contracts that specify services to be provided and include itemized budgets, as well as any appropriate performance expectations. A complete copy of all subcontracts with appropriate signatures must be on file with the City. The WIB shall monitor all subcontractors to ensure compliance.

Matching Funds

The WIB shall provide matching funds in the form of participant wages to the 40 homeless individuals that are WIOA eligible and assigned to City designated worksites and projects within the City limits.

EXHIBIT B
Budget Summary

Project Costs

City of Visalia	\$221,847
Workforce Investment Board of Tulare County	\$221,847
Total Cost:	\$443,694

July 1, 2022 through June 30, 2023

Budget Summary	
Operational Costs	Budget
1 WIB Program Analyst (salary, fringe, indirect costs)	\$18,024
2 Personnel/Benefits: Crew Supervisor & Program Coordinator	\$146,318
3 Administrative Oversight (Staff & ICR)	\$35,875
4 Vehicle, Fuel & Trailer Operating Costs	\$22,074
5 Facilities (building space, maintenance & repair, security, janitorial, utilities, & staff cell phones)	\$6,056
6 Supplies, PPE safety equipment, & other operating costs	\$19,527
7 Subtotal - Operational Costs	\$247,874
Participant & Other Costs	
8 Transitional Jobs (Participant Wages 40 Level I, & 20 Level II)	\$190,320
9 Support Services (Boots, shirts, pants, bus passes, interview clothes, etc.)	\$5,500
10 Subtotal - Participants Costs	\$195,820
11 Total Budget	\$443,694

Participant Wages and Enrollment Plan

Transitional Jobs Levels I & II	Level I - II Crews	Time Frame	Individuals	Hours Worked	Hourly Rate	Fringe Benefits	Total Wages	Total Fringe	Cost Per
Level I 40 participants - work crews	Level I Crew Work (2 crew)	July - Aug	10	1,700	15.00	3.00	25,500	5,100	30,600
	Level II City/Partner Work		5	900	15.00	3.00	13,500	2,700	16,200
	Level I Crew Work (2 crews)	Sept - Dec	10	1,700	15.00	3.00	25,500	5,100	30,600
	Level II City/Partner Work		5	900	15.00	3.00	13,500	2,700	16,200
	Level I Crew Work (2 crews)	Jan - Mar	10	1,700	15.00	3.00	26,350	5,270	31,620
	Level II City/Partner Work		5	900	15.00	3.00	13,950	2,790	16,740
	Level I Crew Work (2 crews)	Apr - June	10	1,700	15.00	3.00	26,350	5,270	31,620
	Level II City/Partner Work		5	900	15.00	3.00	13,950	2,790	16,740
Total Participants Level I		40							Total \$190,320
Total Participants Level II		20							

Participant Costs

Support Services	5,500
Transitional Jobs	<u>190,320</u>
Participant Costs	\$195,820

EXHIBIT C

Work Program Definitions

DEFINITIONS

Homeless individual means an individual who lacks a fixed, regular, and adequate nighttime residence and includes an individual who:

- (1) Is sharing the housing of other persons due to loss of housing, economic hardship, or similar reason;
- (2) Is living in a motel, hotel, trailer park, or campground due to the lack of alternative adequate accommodations;
- (3) Is living in an emergency or transitional shelter;
- (4) Is abandoned in a hospital, or is awaiting foster care placement;
- (5) Has a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodation for human beings.

Source: 56462 *Federal Register* / Vol. 81, No. 161 / Friday, August 19, 2016 / Rules and Regulations, p. 392

WIOA Eligibility Registration Requirements

In order for an individual to participate in WIOA services, he/she must complete the registration process and meet ***Priority of Service*** which includes a homeless individual, low income, or veterans and eligible spouses. The following criteria will be verified and documented in the participant file:

- Must be at least 18 years old
- Possess right-to-work documents
- Registered with Selective Service
 - Males born on or after January 1, 1960

Transitional Job - A time limited wage paid work experience for individuals who have barriers to employment, who are chronically unemployed or have inconsistent work history.

Basic Skills Deficient – An individual that is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society (WIOA Section 3[5]). Criteria used to determine whether an individual is basic skills deficient includes the following:

- *Lacks a high school diploma or high school equivalency and is not enrolled in postsecondary education.*
- *Enrolled in a Title II Adult Education/Literacy program.*
- *English, reading, writing, or computing skills at an 8.9 or below grade level.*
- *Determined to be Limited English Skills proficient through staff-documented observations.*
- *A standardized test may be used to assess basic skills that includes reading, writing, or computing skills.*

Low-Income – An individual that meets one of the four criteria below:

1. Receives, or in the past six months has received, or is a member of a family that is receiving, or in the past six months has received, assistance through the Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance For Needy Families

(TANF), program supplemental security income program, or state or local income-based public assistance.

2. In a family with total family income that does not exceed the higher of the following:
 - a. The poverty line.
 - b. 70 percent of the Lower Living Standard Income Level.
3. A homeless individual.
4. An individual with a disability whose own income does not exceed the income requirement, but is a member of a family whose total income does.

Public Assistance Recipient – An individual that receives federal, state, or local government cash payments for which eligibility is determined by a needs or income test (WIOA Section 3[50]).

Self-Attestation – When a participant states his or her status for a particular data element, such as low income, and then signs and dates a form acknowledging this status. The key elements for self-attestation are

- 1) the participant identifying his or her status for permitted elements, and
- 2) signing and dating a form attesting to this self-identification.