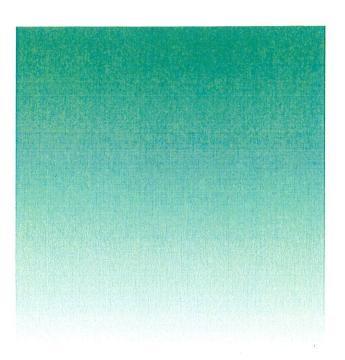
AGENDA WORKFORCE DEVELOPMENT BOARD AUGUST 25, 2021





"Your Workforce Resource"

AGENDA WORKFORCE DEVELOPMENT BOARD AUGUST 25, 2021

Dear Workforce Development Board Members:

Attached is your agenda for the Workforce Development Board meeting.

DATE:

Wednesday, August 25, 2021

TIME:

7:30 a.m.

PLACE:

Held Via Microsoft Teams

This meeting will be via Microsoft Teams.

Microsoft Teams meeting

Join on your computer or mobile app

Click here to join the meeting

Join with a video conferencing device

sjcisd@m.webex.com

Video Conference ID: 116 041 611 9

Alternate VTC instructions

Or call in (audio only)

+1 209-645-4071,,66323829# United States, Stockton

Phone Conference ID: 663 238 29#

Find a local number | Reset PIN

<u>Learn More</u> | <u>Meeting options</u>

If you have any questions, please call me at 468-2245.

Sincerely,

PATRICIA VIRGEN
DEPUTY DIRECTOR

AGENDA WORKFORCE DEVELOPMENT BOARD

August 25, 2021 - 7:30 a.m.
Stockton WorkNet Center
56 S. Lincoln Street, Stockton, CA
Due to COVID-19 held via Microsoft Teams

ROLL CALL

APPROVAL OF MINUTES

STATEMENTS OF CONFLICT OF INTEREST

PUBLIC COMMENT

ACTION ITEMS

- A-1 Retroactive Approval of the Agreement with the Fresno Regional Workforce Development Board (FRWDB) to Accept Funding that Supports a Valley Build Pre-Apprenticeship Training Program for the High Roads Construction Careers (HRCC) Program Pursuant to Senate Bill 1 (SB1) for the Period of June 1, 2021 Through July 30, 2022 in the Amount of \$27,356
- A-2 Retroactive Approval of an Agreement with the County of Stanislaus Authorizing the Employment and Economic Development Department to provide Veterans' Employment Assistance Program (VEAP) Services to Eligible Veterans at an Amount not to Exceed \$43,350 for the Period of July 1, 2021 Through March 31, 2023
- A-3 Approve Amendments to Prison to Employment (P2E) Contracts with the Workforce Investment Board of Tulare County and the Fresno Regional Workforce Boards (FRWDB) Redistributing \$200,000 of P2E Funding
- A-4 Retroactive Approval of Agreement with Stanislaus County to Support Costs Associated with the Regional Community of Practice working towards the Workforce Innovation and Opportunity Act (WIOA) Regional Plan Implementation Objectives for the Period of July 1, 2021 through September 30, 2022 in the Amount of \$5,000
- A-5 Approval of Workforce Innovation and Opportunity Act Formula Fund Budget for Program Year 2021-22

COMMITTEE REPORTS

INFORMATION ITEMS

- I-1 WorkNet Center Customer Service Survey
- I-2 Success Stories
- 1-3 San Joaquin County Labor Market Information Snapshot

DIRECTOR'S REPORT

BOARD MEMBERS QUESTIONS AND COMMENTS

*** PUBLIC COMMENT ***

Public Comments, limited to 250 words or less, may be submitted by sending an email to wdbcomments@sjcworknet.org. Please no personal attacks.

Every effort will be made to read all comments received into the record, but some comments may not be read due to time limitations. Comments received after an agenda item will be made part of the official record on file.

If you need disability-related modification or accommodation in order to participate in this meeting, please contact Gloria Gamez at (209) 468-3524 at least 48 hours prior to the start of the meeting.

ADJOURNMENT

The next WDB meeting, pending approval, is scheduled for Wednesday, October 27, 2021, location to be announced.

This WIOA Title I - Financially Assisted Program or Activity is an Equal Opportunity Employer/Program. Auxiliary aids and services available upon request to individuals with disabilities. If you require special accommodation, please contact Gloria Gamez at (209) 468-3524 at least one day in advance of the meeting. California Relay Service 711 or 1-800-735-2922 (English) 1-800-855-3000 (Spanish).

APPROVAL OF MINUTES

MINUTES OF THE WORKFORCE DEVELOPMENT BOARD

May 26, 2021 WorkNet 56 S. Lincoln Street, Stockton, CA Due to COVID-19 held via TEAMS

WORKFORCE DEVELOPMENT BOARD MEMBERS PRESENT

Diane Vigil

Steve Jackson Gene Acevedo Henry Peralta LaChelle Adams Tim Robertson David Culberson Robin Sanborn Jeff Dundas Sylvia Sanchez Les Fong Julian Sepulveda Mahalia Gotico Robert Gutierrez **Greg Vincelet** Chris Woods Jose Hernandez Raul Hernandez

MEMBERS ABSENT

Dan Ball Mayra Cuevas Terry Givens Michael Mark James Mousalimas

Pat Patrick Omid Pourzanjani Tamra Spade Marcus Williams

GUESTS/STAFF PRESENT

Tammy Aguilera, Eckerd Connects
Patricia Virgen, Employment & Economic Development Dept.
Alfredo Mendoza, Employment & Economic Development Dept.
Tina LaBounty, Employment & Economic development Dept.
Elena Mangahas, Employment & Economic Development Dept.
John Lutzow, Employment & Economic Development Dept.
Katie Poole, Employment & Economic Development Dept.
Victoria Lopez, Employment & Economic Development Dept.

Guests who did not identify themselves may not be listed.

ROLL CALL

The meeting was called to order by Chair Vigil at 7:36 a.m. Roll call was taken and a quorum of the Board was present.

APPROVAL OF MINUTES

MOTION

Mr. Sepulveda moved and Mr. J. Hernandez seconded to approve the April 28, 2021 Workforce Development Board meeting minutes.

6 Abstentions: Mr. Dundas, Mr. Gutierrez, H. Peralta, Mr. Robertson, Chair Vigil, and Mr. Woods.

M/S/C

STATEMENTS OF CONFLICT OF INTEREST

None.

ACTION ITEMS

A-1 AMENDED RECOMMENDATION ON WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) YOUTH PROGRAM PROVIDER(S) FOR PROGRAM YEARS (PY) 2021-2024

Ms. Virgen summarized the information contained in the agenda item.

MOTION

Mr. Acevedo moved and Mr. Sepulveda seconded to approve the amended recommendation on Workforce Innovation and Opportunity Act (WIOA) Youth Program provider(s) for program years (PY) 2021-24 to authorize staff to negotiate a contract to provide WIOA formula funded year round youth program services with:

- 1. California Human Development (CHD) for an amount not to exceed \$978,000 (\$326,000 per year) for the period July 1, 2021, through June 30, 2024 to serve a minimum of 100 youth per year; and
- 2. The San Joaquin County Office of Education (COE) for an amount not to exceed \$2,400,000 (\$800,000 per year) for the period July 1, 2021, through June 30, 2024, to serve a minimum of 254 youth per year; and
- 3. Eckerd Connects for an amount not to exceed \$1,200,000 (\$400,000 per year) for the period July 1, 2021, through June 30, 2024 to serve a minimum of 142 youth per year; and
- 4. Forward contracts recommended for funding to the San Joaquin County Board of Supervisors (BOS) for final approval.
 - 2 Abstentions: Mr. R. Hernandez and Chair Vigil.

M/S/C

A-2 APPROVAL OF AGREEMENT WITH BEAUDETTE CONSULTING, INC., TO PROVIDE AMERICA'S JOB CENTERS OF CALIFORNIA ONE-STOP OPERATOR SERVICES FOR THE PERIOD OF JULY 1, 2021, THROUGH JUNE 30, 2023, TOTALING \$28,000

Ms. Virgen summarized the information contained in the agenda item.

MOTION

Mr. J. Hernandez moved and Mr. Sepulveda seconded to approve the agreement with Beaudette Consulting, Inc., to provide America's Job Centers of California One-Stop Operator services for the period of July 1, 2021, through June 30, 2023, totaling \$28,000.

1 Abstention: Chair Vigil.

M/S/C

A-3 APPROVE AN AMENDMENT TO THE AGREEMENT WITH THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES (FCCC) TO OPERATE A SUMMER TRAINING & EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) WITH DISABILITIES FOR THE PERIOD OF JULY 1, 2021, THROUGH JUNE 30, 2022 IN THE AMOUNT OF \$750,000

Mr. Mendoza summarized the information contained in the agenda item.

MOTION

Mr. Fong moved and Mr. Acevedo seconded to approve the amendment to the agreement with the Foundation for California Community Colleges (FCCC) to operate a Summer Training & Employment Program for Students (STEPS) with disabilities for the period of July 1, 2021, through June 30, 2022 in the amount of \$750,000.

1 Abstention: Chair Vigil.

M/S/C

PRESENTATIONS

None.

COMMITTEE REPORTS

None.

PUBLIC COMMENT

None.

INFORMATION ITEMS

- I-1 WorkNet Center Customer Service Survey
- I-2 Success Stories
- I-3 San Joaquin County Labor Market Information Snapshot

DIRECTOR'S REPORT

Ms. Virgen provided additional clarification regarding WDB meeting cancellations sent to WDB members by staff. The cancellations occur when staff attempt to forward the WDB meeting information to other parties. The Department recently migrated to Microsoft Outlook and is working to ensure that meeting invitations remain active once sent to all members.

Ms. Virgen provided members with information regarding the implementation of a Relief Across Downtown (RAD) Gift Card Program. This program was created to assist San Joaquin County small businesses to recover faster from the effects of the COVID-19 pandemic by encouraging spending at local businesses. The RAD gift card, (previously utilized in Stanislaus County), is a free, downloadable digital gift card. The buyer fills it with funds up to \$100 maximum and the RAD program matches whatever money was put on it (up to \$100). The cardholder can spend those funds at participating local small businesses within the County, such as restaurants, retailers, and personal care service providers. The Board of Supervisors has asked the Employment and Economic Development Department to run the program through the Economic Development side of the department.

Ms. Virgen shared a flyer and provided information regarding the upcoming San Joaquin County Apprenticeship Programs Employer Information Forum for both the Incumbent Worker and the High School Apprenticeship Programs. The event will be held virtually on Wednesday, June 16, 2021, from 1:00 – 2:30 pm on Microsoft Teams: 209-645-4071, Conference ID: 673 471 774#.

Ms. Virgen informed the members that the County has asked EEDD to manage Round 3 of the Small Business Assistance Grant (SBAG). She added that 456 applications have been approved with 379 applications pending and mentioned that there is a potential that EEDD may also approve Round 4 SBAG applications (when available).

Ms. Virgen informed the members that we must vacate the building on Lincoln Street by the end of September. September is when we are scheduled to move into the new building.

BOARD MEMBERS QUESTIONS AND COMMENTS

Raul Hernandez inquired about the new building construction and about the importance of 'local hire' when jobs are put out to bid. Members held a discussion about hiring local, and about lost employment and training opportunities when companies bring in needed workforce from outside the local area.

ADJOURNMENT

MOTION

Mr. R. Hernandez moved and Mr. Acevedo seconded to adjourn the meeting at 8:45 a.m.

M/S/C unanimously.

STATEMENTS OF CONFLICT OF INTEREST

PUBLIC COMMENT

ITEM #1

RETROACTIVE APPROVAL OF THE AGREEMENT WITH THE FRESNO REGIONAL WORKFORCE DEVELOPMENT BOARD (FRWDB) TO ACCEPT FUNDING THAT SUPPORTS A VALLEY BUILD PRE-APPRENTICESHIP TRAINING PROGRAM FOR THE HIGH ROADS CONSTRUCTION CAREERS (HRCC) PROGRAM PURSUANT TO SENATE BILL 1 (SB1) FOR THE PERIOD OF JUNE 1, 2021 THROUGH JULY 30, 2022 IN THE AMOUNT OF \$27,356

DATE:

August 25, 2021

ACTION ITEM: 1

TO:

Workforce Development Board

FROM:

Patricia Virgen, Deputy Director

SUBJECT:

RETROACTIVE APPROVAL OF THE AGREEMENT WITH THE FRESNO REGIONAL WORKFORCE DEVELOPMENT BOARD (FRWDB) TO ACCEPT FUNDING THAT SUPPORTS A VALLEY BUILD PRE-APPRENTICESHIP TRAINING PROGRAM FOR THE HIGH ROAD CONSTRUCTION CAREERS (HRCC) PROGRAM PURSUANT TO SENATE BILL 1 (SB1) FOR THE PERIOD OF JUNE 1, 2021 THROUGH

JULY 30, 2022 IN THE AMOUNT OF \$27,356

IT IS RECOMMENDED:

That the Workforce Development Board:

- 1. Retroactively approves the Agreement with the FRWDB to accept funding that supports a Valley Build Pre-Apprenticeship Training Program for the HRCC Program pursuant to SB1, for the period of June 1, 2021 through July 30, 2022 in the amount of \$27,356;
- 2. Authorize the Executive Director or Designee of the Employment and Economic Development Department (EEDD) to execute all necessary documents related to this agreement; and
- 3. Forward the recommendation and Agreement to the San Joaquin County Board of Supervisors for approval.

REASONS FOR RECOMMENDATION:

The California Workforce Development Board (CWDB) oversees investments and policy initiatives to advance construction careers as a reliable pathway to the middle class for disadvantaged Californians. The HRCC program prioritizes partnerships that link local building and construction trades councils to workforce boards, community colleges, and community-based organizations, to create structured pathways that include a standard core curriculum and critical supportive services that lead to state-certified apprenticeships in a variety of crafts.

The SB1 HRCC Program provides funding to partnerships that lead to both personal and professional development of high-need individuals and at-risk populations including women, racial/ethnic minorities, under-represented sub groups, disadvantaged youth, and individuals who were formerly incarcerated.

The FRWDB, in partnership with the Fresno-Madera Kings-Tulare Building Trades Council (BTC), Kern-Inyo-Mono BTC, San Joaquin-Calaveras-Alpine BTC, and Stanislaus-Merced-Tuolumne-Mariposa BTC, was awarded a grant through the CWDB to implement the Valley Build pre-apprenticeship program.

The project will build off the current SB1 Grant, expanding the Valley Build Multi-Craft training project by providing training to additional participants, expanding legal services to other counties if nonexistent, increasing community on-ramp partners, developing a unified regional marketing campaign, expanding outreach to women, providing updated and more real time research on the industry, among other activities. This grant will significantly increase opportunities while developing a pool of skilled workers to strengthen regional and local economies throughout the Central Valley.

It is anticipated that with this funding, San Joaquin County will serve 40 out of 275 program participants under one or more of the following priority population:

- i. Disadvantaged Youth,
- ii. Ex-Offenders,
- iii. Underserved Racial/Ethnic Minorities, or
- iv. Women.

San Joaquin County staff will also provide the following activities:

- i. Case management to include:
 - a. Registration,
 - b. Assessments,
 - c. Enrollments and Co-Enrollment into WIOA Programs,
- ii. Physical Evaluations,
- iii. Referral to Other Services,
- iv. Development of Individual Employment Plans (IEPs),
- v. Soft Skills Training and Hard Skills Training,
- vi. Application to Union Apprentice Programs,
- vii. Placement, and Post-Placement Follow Up, and
- viji. Provide in-kind contribution of \$60,000.

FISCAL IMPACT:

Once approved by the Board of Supervisors, \$27,356 will be obligated for the provision of the SB1 Project.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

1.	Board	of	Supervisors	Action
			Secretary Decreases Property St. 1997	

September 28, 2021

ACTION TAKEN: APPROVED:	DISAPPROVED:	OTHER:	
BY:	DATE:		-
MOTIONED BY:	SECONDED BY:		
YES:			
NO:			_

ITEM #2

RETROACTIVE APPROVAL OF AN AGREEMENT WITH THE COUNTY OF STANISLAUS AUTHORIZING THE EMPLOYMENT AND ECONOMIC DEVELOPMENT DEPARTMENT TO PROVIDE VETERANS' EMPLOYMENT ASSISTANCE PROGRAM (VEAP) SERVICES TO ELIGIBLE VETERANS AT AN AMOUNT NOT TO EXCEED \$43,350 FOR THE PERIOD OF JULY 1, 2021 THROUGH MARCH 31, 2023

DATE:

August 25, 2021

ACTION ITEM: 2

TO:

San Joaquin County Workforce Development Board (WDB)

FROM:

Patricia Virgen, Deputy Director

SUBJECT:

RETROACTIVE APPROVAL OF AN AGREEMENT WITH THE COUNTY OF STANISLAUS AUTHORIZING THE EMPLOYMENT AND ECONOMIC DEVELOPMENT DEPARTMENT TO PROVIDE VETERANS' EMPLOYMENT ASSISTANCE PROGRAM (VEAP) SERVICES TO ELIGIBLE VETERANS AT AN AMOUNT NOT TO EXCEED \$43,350 FOR

THE PERIOD OF JULY 1, 2021 THROUGH MARCH 31, 2023

IT IS RECOMMENDED:

- 1. That the WDB retroactively approves the attached agreement with the County of Stanislaus (Contractor) authorizing the Employment and Economic Development Department (EEDD) to provide employment and training-related services to eligible veterans in the amount of \$43,350 to serve fifteen (15) participants from July 1, 2021 through March 31, 2023; and
- 2. Forward a recommendation to the San Joaquin County Board of Supervisors for final approval and execution.

REASON FOR RECOMMENDATION:

Background

On October 22, 2020, the State of California's Employment Development Department (EDD), in coordination with the California Workforce Development Board (State Board) and the California Labor and Workforce Development Agency (LWDA), released a Solicitation for Proposal (SFP) making available funding with the goal of assisting unemployed and underemployed veterans with significant barriers to employment, transition from military careers to rewarding civilian employment. This year there will be an additional focus on addressing the challenges presented by the COVID-19 pandemic. Organizations that aim to serve veterans impacted by COVID-19 and/or that implement technology-enabled education and training to ensure safe participation in compliance with COVID-19 regulations were encouraged to apply.

The County of Stanislaus in partnership with San Joaquin, Merced and Madera Counties applied for this funding and on March 24, 2021 was awarded \$250,000 to serve 80 eligible participants. The funds will be used to provide case management, classroom-based

vocational training, on-the-job training, supportive services (i.e., transportation, safety-related equipment, work-related tools, books, fees, and/or supplies) as allowed under the Workforce Innovation and Opportunity Act (WIOA).

San Joaquin County is part of the San Joaquin Valley and Associated Counties Regional Planning Unit (RPU) established by the State of California and has a proven track record of working collaboratively with the other counties on numerous projects including serving veterans, assisting the County of Stanislaus through this project continues the required regional program alignment as detailed in the WIOA Regional Workforce Plan.

Data tracking is already in place to capture performance measures and outcomes for the grant. Employment data will be collected as participants are exited from planned services to track if the jobs are related to their training or work-based learning activities. The State of California's CalJOBS tracking database will be used to track and report this data and is the main tracking mechanism utilized by all participating counties; ensuring all data is timely and properly reported to the State.

FISCAL IMPACT:

Once approved by the Board of Supervisors, \$43,350 will be obligated for the provision of the VEAP Project.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

4	Doord	۰ŧ	Cuparidara	Action
1.	Doard	OI	Supervisors	ACTION

September 28, 2021

ACTION TAKEN: APPROVED:	DISAPPROVED:	OTHER:
BY:	DATE:	
MOTIONED BY:	SECONDED BY:_	
YES:		
NO:		

AGREEMENT FOR

INDEPENDENT CONTRACTOR SERVICES Veterans Employment Assistance Program- San Joaquin County

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus Department of Workforce Development ("County") and the Workforce Development Board of San Joaquin County, a division of the County of San Joaquin, ("Contractor") as of July 1, 2021.

Recitals

WHEREAS, the County has a need for services involving Workforce Development Services to Veterans in San Joaquin County;

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

- 1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**.
- 1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
- 1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. Consideration

- 2.1 County shall pay Contractor as set forth in Exhibit A.
- 2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by

virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

- 2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- 2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

- 3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.
- 3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
- 3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.
- 3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

- 4.1 Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.
- 4.2 Contractor further certifies to County that it and its principals are not debarred, suspended, or otherwise excluded or ineligible for participation in federal, state or county government contracts.

Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. Insurance

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

7. <u>Defense and Indemnification</u>

- 7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.
- 7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.
- 7.3 Contractor shall indemnify, defend and hold harmless and shall be responsible for any and all federal, state and local taxes, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees, and agents engaged in the performance of this Agreement, including and without limitation unemployment insurance, social security and payroll tax withholding.

8. Status of Contractor

- All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.
- 8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

- 8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.
- 8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.
- 8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.
- 8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.
- 8.7 Contractor retains all of their powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees; establish the developmental philosophy, goals, and objectives; ensure the rights and opportunities of children and families; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the program operation; determine the curriculum; develop a budget; develop and implement budget procedures. In addition, the Contractors retain the right to hire, assign, evaluate, promote, terminate, and discipline employees, and to take action on any matter in the event of an emergency. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Contractors, the adoption of policies, rules, regulation, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.
- 8.8 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

- 11.1 Non-Discrimination. During the performance of this Agreement, Contractor and its officers employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of a disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- 11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

To County:
Stanislaus County
Workforce Development
Attn: Doris Foster
251 E. Hackett Rd., C-2
Modesto, CA 95358

To Contractor:
Workforce Development Board of San
Joaquin County
Attn: Patricia Virgen
56 S. Lincoln Street
Stockton, CA 95203

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation; the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

22. <u>Authorized Signature</u>

The person signing this Agreement ("Signatory") represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Signatory represents and warrants that the execution and delivery of the Agreement and the performance of Contractor's obligations hereunder has been duly authorized and that the Agreement is a valid and legal agreement binding on Contractor and enforceable in accordance with its terms.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS	CONTRACTOR NAME		
By:	By: Patricia Virgen, Deputy Director Workforce Development Board of San Joaquin County		
"County"	"Contractor"		
APPROVED: BOS Resolution #			
APPROVED AS TO FORM: Thomas E. Boze, County Counsel	APPROVED AS TO LEGAL FORM: San Joaquin County Counsel		
By: Todd James, Deputy County Counsel	Ву:		

EXHIBIT A San Joaquin County -VEAP Grant

A. SCOPE OF WORK

This program, known as Vets Work is a Workforce Innovation and Opportunity Act program and is the result of a Veterans Employment Assistance Program (VEAP) Grant through the State of California Employment Development Department. Vets Work is designed to provide services to qualified Veterans and/ or spouses of qualified veterans to assist with reintegration into the local workforce.

The Contractor shall provide services under this Agreement as follows:

The Contractor will:

- 1. Provide assistance with outreach, recruitment, identification, and referral of potentially eligible Veteran customers for program services.
- 2. Coordinate with case management and business services staff at AJCC locations, specific to the provision of services under this project.
- 3. Participate in shared case management, where appropriate, for participants working with both JVSG and WIOA staff.
- 4. Provide education, training, On-the-Job Training/ Paid Internships, and job placement assistance for Veteran participants in the Local Workforce Development Area.
- 5. Co-enroll Veteran participants where appropriate in the VEAP Grant and WIOA Title I formula funds.
- 6. Provide In-kind services in the amount of \$18,000 to the VEAP grant.
- 7. Provide specialized support for Veterans with disabilities or for those with significant barriers to employment.
- 8. Provide documentation of match funds and bill out costs on a timely basis to Stanislaus County Workforce Development.
- 9. Participate in project meetings, as needed.
- 10. Ensure that the following local Performance Goals are met:

			Performance Goal
Perfor	mance Goals Description	Total Participants	Rate (%)*
1.	Total Participants to be served	15	
2.	Number enrolled in work-based learning	7	50%
3.	Number enrolled scheduled for completion of	6	44%
	credentials	U	4470
4.	Employment Rate 2nd Quarter After Exit	10	73%
5.	Employment Rate 4th Quarter After Exit	9	66%
6.	Credential Attainment within 4 Quarters After Exit	4 /7	28% (63%)
7.	Median Earnings 2nd Quarter After Exit**		\$6,875

Stanislaus County Workforce Development will:

- 1. Act as the grant lead and fiscal agent.
- 2. Coordinate with Local Workforce Development Areas and other project partners to conduct outreach, recruitment, identification, and referral of potentially eligible Veteran customers.
- 3. Coordinate case management and business services with Local Workforce Development Area staff and other project partners.
- 4. Provide funding to Local Workforce Development Areas, not to exceed the amount agreed upon in the 2020-2021 VEAP application for each participating county, for education, training, On-the-Job Training/Paid Internships, and job placement assistance for Veteran participants.
- 5. Participate in the Veteran's Employment Committee meetings.
- 6. Coordinate project meetings with all partners and facilitate regular communication and reporting on project progress and outcomes.
- 7. Ensure accurate and timely reporting of participant data through established State reporting systems.
- 8. Participate in shared case management, where appropriate, for participants working with both JVSG and WIOA staff.

B. COMPENSATION

The Contractor shall be compensated for the services provided under this Agreement as follows:

- Contractor will be compensated on a Cost Reimbursement basis, for costs that are reasonable, necessary and actually incurred by the Contractor in connection with the services specified in Exhibit A.
- Invoices for payment, including appropriate back-up documentation sufficient to meet monitoring requirements, may be submitted In Hard Copy or via e-mail to:

SCWD Fiscal Department 251 E. Hackett Road Modesto, CA 95358

E-Mail: FACT@Stanworkforce.com

3. The parties hereto acknowledge the maximum amount to be paid by the County for services provided under the term of this Agreement shall not exceed \$43,350, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

C. TERM OF AGREEMENT

The term of this agreement is July 1, 2021 to March 31, 2023.

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or Subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: If the Contractor or the Contractor's officers, employees, agents, representatives or Subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
- 3. Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with

such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; <u>and</u> CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be Contractors' responsibility.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

- 2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all Subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from Subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or Subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County. Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.					
I acknowledge the insurance requirements listed above.					
Print Name:	Date:				
Signature:	Date:				
Vendor Name:					
	e ·				
For CEO-Risk Management Division use only					
Exception: Not Applicable					
Approved by CEO for Risk Management:	Date: 3/10/2021				

Insurance Requirements for Most Contracts 2021

Page 4

ITEM #3

APPROVE AMENDMENTS TO PRISON TO EMPLOYMENT (P2E) CONTRACTS WITH THE WORKFORCE INVESTMENT BOARD OF TULARE COUNTY (WIBTC) AND THE FRESNO REGIONAL WORKFORCE BOARD (FRWDB) REDISTRIBUTING \$200,000 OF P2E FUNDING

DATE:

August 25, 2021

ACTION ITEM: 3

TO:

Workforce Development Board

FROM:

Patty Virgen, Deputy Director

SUBJECT:

APPROVE AMENDMENTS TO PRISON TO EMPLOYMENT (P2E) CONTRACTS WITH THE WORKFORCE INVESTMENT BOARD OF TULARE COUNTY (WIBTC) AND THE FRESNO REGIONAL WORKFORCE BOARD (FRWDB) REDISTRIBUTING \$200,000 OF P2E

FUNDING

IT IS RECOMMENDED:

That the San Joaquin County Workforce Development Board:

- 1. Approve the amendments to P2E contracts with the WIBTC and the FRWDB redistributing \$200,000 of P2E funding as follows:
 - a. Decrease funding to Contract P2E-2019-04 with the FRWDB in the amount of \$200,000 consisting of \$43,329.88 of Implementation Direct Services (IDS) and \$156,670.12 of Support Services Earn and Learn (SSEL) funding, and
 - b. Increase funding to Contract P2E-2019-05 with the WIBTC in the amount of \$200,000 consisting of \$43,329.88 of IDS and \$156,670.12 of Support SSEL funding.
- 2. Forward the recommendation to the San Joaquin County (SJC) Board of Supervisors (BOS) to sign all documents related to this action.

Background:

On October 22, 2019 the SJC BOS approved P2E regional grant funding for the implementation of the regional plan to provide services to the formerly incarcerated and to secure agreements with San Joaquin Valley and Associated Counties Regional Planning Unit grant partners.

As the administrative entity for the P2E program SJC conducted its program monitoring. The monitoring revealed that some of the regional areas had very low expenditures and others had almost fully expended their funds.

Regionally, program participation has already exceeded expectations for both the IDS and SSEL grants. However, due to the COVID-19 pandemic, the availability of training sites and employers participating in the program became severely limited causing overall expenditures to remain low. The pandemic slowed the flow of established referral sources typically used to secure program participation. Since March 2021, program participation

has steadily increased and it is anticipated to continue to rise as more training facilities and employers open their doors and program participation improves.

On May 21, 2021 the P2E expenditure information was shared with all of the regional partners and a discussion ensued regarding the ability to expend all funds by the March 31, 2022 deadline as the State had already informed SJC that they did not anticipate granting any time extensions. All regional partners were asked to review their programs and to advise SJC if they would be able to meet the expenditure requirements and/or if they could utilize additional funding so that SJC could take appropriate action to redistribute funding if necessary.

After a review of their program and timelines, FRWDB informed SJC that they anticipated not being able to spend \$200,000 of their total allocation. WIBTC informed SJC that they projected running out of funds prior to the end date of the grant and of their ability to spend additional funds. WIBTC was the only partner that expressed a need for additional funds.

Participating P2E Partner	Combined IDS and SSEL Funding	Modification Amount	New Amount
Fresno Regional Workforce Development Board	\$685,849	(\$200,000)	\$485,849
Workforce Investment Board of Tulare County	\$309,097	\$200,000	\$509,097

FISCAL IMPACT:

This action will redistribute existing P2E funding to serve formerly incarcerated participants and will provide \$200,000 to the WIBTC by removing \$200,000 from the FRWDB.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

1.	Board	of	Supervisors	Action

September 28, 2021

ACTION TAKEN: APPROVED:	DISAPPROVED:	OTHER:
BY:	DATE:	
MOTIONED BY:	SECONDED BY:	
YES:		
NO:		

ITEM #4

RETROACTIVE APPROVAL OF AGREEMENT WITH STANISLAUS COUNTY TO SUPPORT COSTS ASSOCIATED WITH THE REGIONAL COMMUNITY OF PRACTICE WORKING TOWARDS THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) REGIONAL PLAN IMPLEMENTATION OBJECTIVES FOR THE PERIOD OF JULY 1, 2021 THROUGH SEPTEMBER 30, 2022 IN THE AMOUNT OF \$5,000

DATE:

August 25, 2021

ACTION ITEM: 4

TO:

Workforce Development Board

FROM:

Patricia Virgen, Deputy Director

SUBJECT:

RETROCATIVE APPROVAL OF AGREEMENT WITH STANISLAUS COUNTY TO SUPPORT COSTS ASSOCIATED WITH THE REGIONAL COMMUNITY OF PRACTICE WORKING TOWARDS THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) REGIONAL PLAN IMPLEMENTATION OBJECTIVES FOR THE PERIOD OF JULY 1, 2021

THROUGH SEPTEMBER 30, 2022 IN THE AMOUNT OF \$5,000

IT IS RECOMMENDED:

That the Workforce Development Board:

- 1. Retroactively Approve the Agreement between Stanislaus County and the San Joaquin County Employment and Economic Development Department (EEDD) to support the development of the implementation of the 4-year WIOA Regional Plan for the period of July 1, 2021 through September 30, 2022 in the amount of \$5,000;
- 2. Authorize the Executive Director or Designee of the Employment and Economic Development Department (EEDD) to execute all necessary documents related to this Agreement; and
- Forward the recommendation and Agreement to the San Joaquin County Board of Supervisors for approval.

REASONS FOR RECOMMENDATION:

In October 2020, the California Workforce Development Board (CWDB), and the Employment Development Department (EDD) announced the availability of WIOA Governor's discretionary funds for Regional Plan Implementation/Slingshot 4.0 (RPI 4.0) projects, focused on the implementation of the Regional Workforce Plans for California's fifteen (15) Regional Planning Units (RPUs).

The purpose of the RPI 4.0 funding is to support the RPUs in their efforts to develop regional leadership, and organize regional industry leaders and workforce, education, and economic development partners to promote systems change and worker empowerment by building a "high road" economy based on equity, skills, innovation, and shared prosperity. The funding was provided to Stanislaus County as the RPUs Regional Training Coordinator (RTC) and is intended for costs of dedicated staff to coordinate the work around regional industry engagement and partnerships.

This funding will be used to reimburse the cost of staff assigned to support the development of the implementation plan for the 4-year WIOA Regional Plan, including, but not limited to, attending workgroup committees and meetings, and/or participating in Community of Practice activities to:

- 1. Assist in providing on-going economic and workforce analysis;
- Participate in the development of feedback loops and communication strategies to provide feedback on State policy directives, regional plan implementation and marketing, messaging, and branding for the region;
- 3. Participate in stakeholder engagement and partnership development through Community of Practice supported by Central Valley Industry Engagement Roundtable (CVIER) to scale, replicate and diversify sector initiatives within the region; and
- 4. Support professional development and capacity building for the regions workforce system, with a focus on the following:
 - a. Equity, Race, Diversity and Inclusion;
 - b. Virtual Service/Digital Literacy;
 - c. Trauma Informed/Trauma Awareness;
 - d. Pre-Apprenticeship and Apprentice training;
 - e. Incumbent Worker Training;
 - f. Labor Market Training; and
 - g. High Road Jobs.

FISCAL IMPACT:

Once approved by the Board of Supervisors, \$5,000 will be obligated for the provision of the Regional Plan Implementation.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

1.	Submit recommendation for approval to
	the San Joaquin County Board of Supervisors.

(September 28, 2021)

ACTION TAKEN: APPROVED:	_DISAPPROVED: _DATE:	OTHER:
MOTIONED BY:	SECONDED BY:	1
YES:		

AGREEMENT FOR REIMBURSEMENT FOR PLANNING/CONVENING STANISLAUS COUNTY CONTRACT NO. 21-06

This AGREEMENT is made and entered into by and between the County of Stanislaus a political subdivision of the State of California, (hereinafter referred to as "County") and <u>San Joaquin County Employment and Economic Development Department</u> (hereinafter referred to as "SJVAC RPU Partner"; abbreviation for San Joaquin Valley and Associated Counties Regional Planning Unit).

1. PURPOSE AND SCOPE

The purpose of this AGREEMENT is to reimburse partners of the San Joaquin Valley and Associated Counties Regional Planning Unit (SJVAC RPU) the costs supporting the expansion of the Community of Practice in the RPU and allowing staff to participate in a variety of sub-committees working towards the Regional Plan Implementation objectives.

The following exhibits are specifically incorporated by reference, attached hereto and made a part hereof, except when in conflict with this Agreement or modified herein:

Exhibit A - Scope of Work

2. FUNDING

The funding for this AGREEMENT is from the following grant.

• Regional Planning Implementation (RPI) Slingshot 4.0 Grant

3. TERM

The term of this AGREEMENT shall commence on July 1, 2021 and end on September 30, 2022, as prescribed in "Exhibit A", attached hereto and made a part hereof. Such term may be extended only by mutual AGREEMENT in writing between the parties.

4. COMPENSATION

County agrees to pay SJVAC RPU Partners a Total Contract Price of Five Thousand dollars and 0/ 100 cents (\$5,000.00) for all of the SJVAC RPU Partner's services to be provided herein, as are more specifically set forth in Exhibit "A" attached hereto. The Total Contract Price shall include all of County's compensation to the SJVAC RPU Partner, including reimbursement for all expenses incurred by the SJVAC RPU Partner in the performance of this Agreement. Reimbursement for costs under this agreement may be retroactive to April 1, 2021. No other fees or expenses of any kind shall be paid to SJVAC RPU Partner in addition to the Total Contract Price. In no event shall the total services to be provided hereunder exceed the Total Contract Price. This fee may be subject to withholding for State of California income tax.

Any and or all payments made under this Agreement shall be paid by check, payable to the order of the SJVAC RPU Partner and be mailed or delivered to SJVAC RPU Partner at:

	San Joaquin County Employment and Economic	
Name:	Development Department	
Address:	56 S. Lincoln Street	
City/State/Zip:	Stockton, CA 95203	

SJVAC RPU Partner may request that County mail the check to SJVAC RPU Partner, to such other address as the SJVAC RPU Partner may from time to time designate to County. Such request must be made in writing in accordance with the procedures as outlined under Section "NOTICES".

The County will:

Stipulate that any invoice received after the tenth (10th) working day of the month may not be processed for payment until the following month.

5. PRICING CONDITIONS

County agrees to pay SJVAC RPU Partner all services required herein as prescribed, fixed at the submitted pricing, which shall include reimbursement for all expenses incurred. No other expenses shall be paid to SJVAC RPU Partner without formal approval of the County's Board of Supervisors or its authorized agent. In no event shall the total services to be performed hereunder exceed \$5,000.00.

County shall not be responsible any charges or expenses incurred by SJVAC RPU Partner, his/her/their agents, employees or independent contractors, other than those listed herein, in connection with the performance of services hereunder unless authorized in advance in writing by County.

6. TERMS OF PAYMENT

Payment shall be only for full, complete satisfactory performance of the services required to be provided herein and as set for in Exhibit "A" attached hereto. Payment shall be made in the following manner:

Upon completion of the required services as set forth in Exhibit "A" attached hereto, SJVAC RPU Partner shall submit an invoice within thirty (30) calendar days of each invoice period, detailing the services it has provided and the amount owed under this AGREEMENT. In addition to the invoice submitted by the SJVAC RPU Partner for payment, SJVAC RPU Partner must complete and submit to the County, Form W-9, "A Request for Taxpayer Identification Number and Certification". located at

(www.irs.gov/pub/irs-pdf/fw9.pdf). Both the invoice and W-9 shall be forwarded to the County at the County address shown under Section "NOTICES" of this Agreement, not later than thirty (30) calendar days after completion and acceptance by the County of all tasks identified on the invoice. Upon approval by County, the fee due hereunder shall be paid to SJVAC RPU Partner within thirty (30) days following receipt or a proper invoice.

In no event shall County be liable for the payment of any invoice not submitted within thirty (30) calendar days following termination of the AGREEMENT.

7. INDEPENDENT CONTRACTOR

SJVAC RPU Partner shall be and remain an independent contractor under this Agreement. Any person employed by SJVAC RPU Partner to perform services hereunder shall be deemed to be SJVAC RPU Partners' employee agent, subcontractor, or vendor and shall not be entitled to workers' compensation or any benefits afforded by County to its employees. SJVAC RPU Partner shall indemnify, defend, and hold County harmless against any and all claims for workers' compensation or any benefits paid to persons performing services hereunder.

County shall not be responsible for deducting fees paid under this AGREEMENT any taxes, unemployment, social security or other expenses. SJVAC RPU Partner, SJVAC RPU Partners' employees, agents, and

independent contractors shall have no authority nor shall they represent themselves as having any authority to bind County in any manner whatsoever.

8. ALTERATION AMENDMENT

No alteration of the terms of this AGREEMENT shall be valid or binding upon either party unless made in writing and signed by both parties. This AGREEMENT may be amended at any time by mutual AGREEMENT of the parties, expressed in writing and signed by both parties.

9. INSURANCE

Each of the parties agrees to maintain liability coverage for its negligent or intentionally wrongful acts and/or omissions arising the performance of its duties under this agreement.

10. INDEMNIFICATION

Each party shall defend, indemnify, and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this AGREEMENT but only in proportion to, and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees. Further, SJVAC RPU Partner will indemnify County should any of the funds it used violate the grant under which the reimbursement is made.

11. CONFIDENTIALITY

Any information (written, oral, or observed) received by the SJVAC RPU Partner during the course of the AGREEMENT providing services to County will be deemed to be confidential. This information may only be used in the provision of services under this AGREEMENT and not be revealed to any third parties during this AGREEMENT or after its expiration without the prior written consent of County.

12. LIMITED EFFECT OF WAIVER OR PAYMENT

In no extent shall the making, by County, of any payment to SJVAC RPU Partner constitute, or be construed as, a waiver by County of any breach of covenant, or any default which may then exist, on the part of the SJVAC Partner. The making of any such payment by County while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving SJVAC RPU Partner from its full responsibility under this AGREEMENT.

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any default, breach or condition precedent, or any other right hereunder.

13. APPLICABLE LAW; VENUE

All parties agree that this AGREEMENT and all documents issued or executed pursuant to this AGREEMENT as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No interpretation of any provision of this AGREEMENT shall be binding upon County unless agreed in writing by County and Counsel for County.

Notwithstanding any other provision of this AGREEMENT, any dispute concerning any question of fact or law arising under this AGREEMENT or any litigation or arbitration arising out of this AGREEMENT, shall be tried in Stanislaus County, unless the parties agree otherwise or are otherwise required by law.

14.NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

SJVAC RPU Partner and any subcontractors shall comply with all applicable federal, state and local Anti-discrimination laws, regulations. and ordinances and shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of County, or recipient of services contemplated to be provided or provided under this AGREEMENT, on the basis of race; color; religion; sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity); national origin (including Limited English Proficiency); age; disability; political affiliation or belief. SJVAC RPU Partner shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of County employees and agents, and recipients of services are free from such discrimination and harassment.

SJVAC RPU Partner represents that it is in compliance with and agrees that it will continue to comply with Americans with Disabilities Act of 1990 (42 U.S.C. §12101 el seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.

SJVAC RPU Partner agrees to compile data, maintain records, and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.

SJVAC RPU Partner shall include this nondiscrimination provision in all subcontracts related to this AGREEMENT.

15. NOTICES

All notices, requests, demands or other communications under this AGREEMENT shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- (a) Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- (b) First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- (c) Certified Mail. When mailed by certified mail, return receipt requested. Notice is effective upon receipt, if delivery is confirmed by a return receipt.
- (d) Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for this notice to the parties to this AGREEMENT at the time of endorsement of this AGREEMENT is as follows:

Stanislaus County Workforce Development c/o
Stanislaus County Workforce Development c/o
San Joaquin County Employment and Economic Development Department

Attn: Fiscal

Attn: Patricia Virgen

Address: 251 E. Hackett Rd. C.2

City/State/Zip: Modesto. CA 95358

Phone: (209) 558-2104

Address: 56 S. Lincoln Street

City/State/Zip: Stockton CA 95203

Phone: (209) 468-2245

Any party may change its address by giving the other party notice of the change in any manner permitted by this AGREEMENT.

16. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING

The compensation paid to SJVAC RPU Partner pursuant to this AGREEMENT is based on County's continued appropriation of funding for the purpose of this AGREEMENT, as well as the receipt of local, county, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this AGREEMENT are therefore contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this AGREEMENT and all obligations of the County arising from this AGREEMENT shall be immediately discharged. County agrees to inform SJVAC RPU Partner no later than ten (10) calendar days after the County determines, in its sole judgement, that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by SJVAC RPU Partner arising out of performance of this AGREEMENT must be submitted to County prior to the final date for which funding is available. In the alternative, County and SJVAC RPU Partner may agree, in such circumstance, to a suspension or modification, of either party's rights and obligations under this AGREEMENT. Such a modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event funding is reinstated. Also, in the alternative if funding is provided to the County in the form of promises to pay at a later date, whether referred to as "government warrants", "IOUs", or by any other name, Partner, which the SJVAC RPU Partner hereby agrees to accept as sufficient payment until cash funding becomes available.

17. TERMINATION FOR CONVENIENCE

This Agreement, notwithstanding anything to the contrary herein above or hereinafter may be terminated by any party at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

Upon effective date of termination, County shall have no further liability to SJVAC RPU Partner except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by County. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs, and have been incurred by SJVAC RPU Partner prior to, and in connection with, discontinuing the work hereunder.

18. TERMINATION FOR CAUSE

The County may terminate this Agreement for, and be relieve of making payments to SJVAC RPU Partner, and all duties to SJVAC RPU Partner should the SJVAC RPU Partner fail to perform any material duty or obligation of this Agreement. Notice shall be given as otherwise provided herein. In the event or such termination, the County may proceed with the work in any manner deemed proper by the County. All

reasonable costs to the County shall be deducted from any sum otherwise due the SJVAC RPU Partner and the balance, if any, shall be paid to the SJVAC RPU Partner upon demand. Such remedy is in addition to such other remedies as may be available to the County provided by law.

19. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire AGREEMENT between the parties, and any amendment to this AGREEMENT must be in writing and signed by both parties.

20. OWNERSHIP OF DOCUMENTS

SJVAC RPU Partner shall maintain full and accurate records with respect to all matters covered under this AGREEMENT. To the extent permitted by law, County shall have free access at all proper times or until the expiration of four (4) years after the furnishing of services to such records, and the right to examine and audit the same, and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities pertaining to this AGREEMENT.

21. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

The obligations of County as provided in this AGREEMENT are expressly conditioned upon SJVAC RPU Partners' compliance with the provisions or this AGREEMENT to the personal satisfaction of the County. County shall determine compliance in good faith as a reasonable person under the circumstances.

22. COUNTY NOT OBLIGATED TO THIRD PARTIES

County shall not be obligated or liable hereunder to any party other than the SJVAC RPU Partner.

23. LAWS, LICENSES, PERMITS AND REGULATIONS

SJVAC RPU Partner and County agree to comply with all State laws, and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to SJVAC RPU Partner and County, their sub-grantees, SJVAC RPU Partner, or sub-contractor, and their work.

SJVAC RPU Partner shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Stanislaus and all other appropriate governmental agencies, including any certification, and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed breach of this AGREEMENT and constitutes grounds for the termination of this AGREEMENT by County.

24. BREACH OF CONTRACT

Upon breach of this AGREEMENT by any party, the Other party(ies) shall have all remedies available to it both in equity and/or at law.

25. REMEDY FOR BREACH AND RIGHT TO CURE

Notwithstanding anything else in this AGREEMENT to the contrary, if a SJVAC RPU Partner fails to perform any obligation of this AGREEMENT, the County may itself perform, or cause the performance of, such AGREEMENT or obligation. In that event, the breaching SJVAC RPU Partner will, on demand, fully reimburse County for all such expenditures. Alternatively, County, as its option, may deduct from any funds owed to the breaching SJVAC RPU Partner under the AGREEMENT, the amount necessary to cover any direct reasonable expenses incurred by County in performing the obligation breached by the SJVAC RPU Partner. This is in addition to any other remedies available to the County by law or as otherwise stated in this AGREEMENT.

26. SUCCESSORS IN INTEREST

All the terms, covenant, and conditions or this AGREEMENT shall be binding and in full force and effect upon any successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

27. CONFLICT OF INTEREST

SJVAC RPU Partner covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this AGREEMENT. SJVAC RPU Partner shall ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the County. SJVAC RPU Partner shall ensure that no County officer or employee in a position that enables them to influence this AGREEMENT will have any direct or indirect financial interest resulting from this AGREEMENT. SJVAC RPU Partner shall ensure that no County employee shall have any relationship to the SJVAC RPU Partner or officer or employee of the SJVAC RPU Partner, nor that any such person will be employed by SJVAC RPU Partner in the performance of this AGREEMENT without immediate divulgence of such fact to the County.

28. CAPTIONS

The captions of each paragraph in this AGREEMENT are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this AGREEMENT or in any way affect it.

29. SEVERABILITY

If a court of competent jurisdiction holds any provision of this AGREEMENT to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. Compensation due to SJVAC RPU Partner from the County may, however, be adjusted in proportion to the benefit received despite the removal of the affected provision.

30. DUPLICATION OF COUNTERPARTS

This AGREEMENT may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The AGREEMENT shall be deemed executed when it has been signed by both parties.

Signature Page to Follow

COUNTY OF STANISLAUS	SAN JOAQUIN COUNTY EMPLOYMENT AND ECONOMIC DEVELOPMENT
	DEPARTMENT
Ву:	Dv.
	By:
Doris Foster, Director	Patricia Virgen, Deputy Director
Stanislaus County Workforce Development	
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,	D / 1
Dated	Dated
COUNTY OF STANISLAUS	APPROVED AS TO LEGAL FORM:
COUNTY COUNSEL	
Thomas E. Boze	
Thomas E. Bozo	
9	
Digitally signed by Todd	
Todd James Date: 2021,07.02	Ву:
By: 14:34:44 - 07'00'	by.
Todd James, Deputy County Counsel	
i.	
Deted	Dated
Dated	Dateu

EXHIBIT A SCOPE OF WORK

SJVAC RPU Partner will receive reimbursement for staff assigned to support the development of the implementation plan for the 4-year regional plan, including, but not limited to, serving on workgroup committees, attending meetings, and/or participating in Community of Practice activities.

The SJVAC RPU Partner will:

1. Assist in providing on-going economic and workforce analysis to identify sector strategies that will enhance services to employers, address strategies for promoting income/racial equity and develop opportunities to encourage upward mobility for the region.

2. Participate in the development of feedback loops and communication strategies using the Central California Workforce Collaborative (CCWC) for regional planning, providing feedback on State policy directives, regional plan implementation and marketing, messaging, and branding for the region.

3. Participate in stakeholder engagement and partnership development through Community of Practice supported by Central Valley Industry Engagement Roundtable (CVIER) to scale, replicate and diversify sector initiatives within the region.

4. Support professional development and capacity building for the regions workforce system, with a focus on the following:

- a. Equity, Race, Diversity and Inclusion;
- b. Virtual Service/Digital Literacy;
- c. Trauma Informed/Trauma Awareness;
- d. Pre-Apprenticeship and Apprentice training
- e. Incumbent Worker Training;
- f. Labor Market Training; and
- g. High Road Jobs.

<u>ITEM #5</u>

APPROVAL OF WORKFORCE INNOVATION AND OPPORTUNITY ACT FORMULA FUND BUDGET FOR PROGRAM YEAR 2021-22 DATE:

August 25, 2021

ACTION ITEM: 5

TO:

Workforce Development Board

FROM:

Patricia Virgen, Deputy Director

SUBJECT: APPROVAL OF WORKFORCE INNOVATION AND OPPORTUNITY ACT

FORMULA FUND BUDGET FOR PROGRAM YEAR 2021-22

IT IS RECOMMENDED:

That the San Joaquin County Workforce Development Board (WDB):

- Approve the attached Workforce Innovation and Opportunity Act (WIOA) Formula 1. Fund Budget for Program Year (PY) 2021-22; and
- 2. Authorize the Chair of the WDB to sign all documents related to this action.

Background:

Under Section 107 (12)(A) of the WIOA, each local Workforce Board is required to approve an annual budget for the use of formula Adult, Dislocated Worker and Youth funds. Formula WIOA funds provided to local Workforce Boards are based on allocations determined by the U.S. Department of Labor (DOL) and the State of California. Allocations to the States and U.S. Territories were established through Training and Employment Guidance Letter (TEGL) 19-20, dated April 27, 2021. From the federal allocation, California, through the State Employment Development Department (EDD) allocated formula funding to local Workforce Boards in accordance with the Workforce Services Information Notice (WSIN)20-62, dated May 14, 2021.

Approval of this recommendation by the WDB and the San Joaquin County Board of Supervisors will allow the Employment and Economic Development Department (EEDD) to utilize the PY 2021-22 formula WIOA fund allocations to serve Adults, Dislocated Workers, and Youth. For PY 2021-22, San Joaquin County has been allocated a total of \$8,443,313 as follows:

Adults	\$2,920,848
Dislocated Workers	\$2,483,547
Youth	\$3,038,918
Total	\$8,443,313

WIOA Formula Budget for PY 2021-22:

Attached is the proposed budget for PY 2021-22. The budget includes this year's WIOA formula allocations and carry-over funds from PY 2020-21 that facilitate, in part, the provision of services to those participants that carry-over from one program year to the next. A comparison of the PY 2020-21 and PY 2021-22 formula allocations is as follows:

	ADULT	DISLOCATEI WORKER) YOUTH	TOTAL
FORMULA ALLOCATIONS				
2020-21 FORMULA FUNDING	\$3,506,317	\$2,380,067	\$3,660,249	\$9,546,633
2020-22 FORMULA FUNDING	\$2,920,848	\$2,483,547	\$3,038,918	\$8,443,313
DIFFERENCE (DECREASE)	(\$585,469)	\$103,480	(\$621,331)	(\$1,103,320)
PERCENT CHANGE (DECREASE)	(16.7%)	4.3%	(16.9%)	(11.5%)

The total PY 2021-22 allocation reflects a 11.5% (\$1,103,320) decrease in funding over the PY 2020-21 level.

Services Provided with WIOA Formula Funds

System-Wide Services - In San Joaquin County, 54,949 individuals were served in 2020-21 through the San Joaquin County WorkNet One-Stop Center Service Delivery system, part of the State's America's Job Center of California (AJCC) Network. The system-wide services include: conducting job fairs (large and targeted), Rapid Response and Layoff Aversion Activities (part of the Business Engagement Strategy), Resource Center Activities and providing resources which include: access to copy machines, fax, publications, phone banks, and a variety of other valuable services and activities available and provided by the required and strategic partners.

Basic Career Services - The San Joaquin County WorkNet One-Stop Center Service Delivery system served 50,000 individuals in 2020-21, providing Basic Career Services. Basic Career Services are the core services made available to individuals that wish to access the services regardless of program eligibility or official enrollment into one or more of the formula grants. Basic Career Services include, but are not limited to, the following:

- WIOA Title I Program Eligibility
- Outreach, Intake, Orientation
- Initial Assessment
- Labor Exchange, Job Search Assistance
- Referrals to One-Stop Partners
- Labor Market Information

- Support Service Information
- Unemployment Insurance Information and Assistance
- Financial Aid Information
- Performance and Cost Information for Training Providers on State's Eligible Training Provider List

Individualized Career Services - Participation in Individualized Career Services is contingent upon eligibility determination of the customer and official enrollment into one or more of the WIOA formula funded grants. In PY 2020-21, 472 participants were enrolled into Individualized Career Services. Individualized Career Services include:

- Comprehensive Assessment
- Individual Employment Plan

- Career Plan, Counseling
- Short Term Pre-Vocational Services
- Internships, Work Experience
- Out of Area Job Search

- Financial Literacy
- English Language Acquisition
- Workforce Preparation
- Follow-Up Services

Training Services - Participation in Training Services is contingent upon eligibility determination of the customer and official enrollment into a formula funded grant. In PY 2020-21, 519 participants were enrolled into Training Services. Training Services include:

- Occupational Skills Training
- On-the-Job Training
- Skill Upgrade and Retraining
- Entrepreneurial Training
- Apprenticeship and Pre-Apprenticeship Skills Training
- Customized Training (as defined by WIOA)
- Incumbent Worker Training
- Pay-for-Performance Training
- Job Readiness Training
- Programs that Combine Workplace Training with Related Instruction (including Cooperative Education programs)

Follow-up Services - The WorkNet system will also provide follow-up services as required under the WIOA. The DOL has provided information (TEGL 19-16, dated March 1, 2017) indicating that "States and local areas must provide follow-up services for adults and dislocated worker participants who are placed in unsubsidized employment, for up to 12 months after the first day of employment." It is estimated that 253 individuals will receive follow-up services during PY 2021-22. Follow-Up Services include:

- Counseling about the Work Place
- Mentoring
- Crisis Intervention
- Life Skills
- Emergency Support to Sustain Longterm Employment
- Apprenticeship and Pre-Apprenticeship Skills Training

- Additional Career Planning and Counseling
- Information about Additional Educational Opportunities
- Referral to Supportive Services Available in the Community
- Contact with Participant's Employer
- Assistance with Work Related Problems that may Arise

Planned Participant Service Levels for PY 2021-22:

More than 50,000 individuals are expected to receive Basic Career Services during PY 2021-22. A subset of those individuals will go through an eligibility determination process and be officially enrolled into one or more of the formula grants.

Fiscal Impact:

Approval of the recommendation will result in the utilization of \$8,443,313 in federal formula funds for the operation of WIOA programs in San Joaquin County.

ACTION TO BE TAKEN FOLLOWING APPROVAL:

. Program Implementation		August 2021
ACTION TAKEN: APPROVED:		
3Y:	DATE: SECONDED BY:	

NO:_____

WIOA Local Plan Program Year 2021-22 Title I Budget Plan Summary

(Adult Worker)

PRC	OGRAM TYPE for PY 2021-22, beginning 07/01/21 through 06/30/22
1	Grant Code 201/202/203/204 WIOA I-Adult
	Grant Code 501/502/503/504 WIOA I-Dislocated Worker

FUNDING IDENTIFICATION	AA111036 Subgrant	AA211036 Subgrant
1. Year of Appropriation	2020	2021
2. Formula Allocation	3,506,317	2,920,848
3. Allocation Adjustments - Plus or Minus		
4. Transfers - Plus or Minus		
5. TOTAL FUNDS AVAILABLE (Lines 2 through 4)	3,506,317	2,920,848

TOTAL ALLOCATION COST CATEGORY PLAN		
6. Program Services (Lines 6a through 6c)	3,155,686	2,628,764
a. Career Services (Basic / Individual / Follow-Up Services)	2,438,644	2,031,451
b. Training Services	701,263	584,170
c. Other	15,778	13,144
7. Administration	350,631	292,084
8. TOTAL (Lines 6 plus 7)	3,506,317	2,920,848

QUARTERLY TOTAL EXPENDITURE PLAN (cumulative)			
9. September 2020	0	0	
10. December 2020	8,370	0	
11. March 2021	535,805	0	
12. June 2021	1,530,603	0	
13. September 2021	2,530,603	0	
14. December 2021	3,506,317	149,632	
15. March 2022	3,506,317	1,389,198	
16. June 2022	3,506,317	2,628,763	
17. September 2022		2,920,848	
18. December 2022		2,920,848	
19. March 2023		2,920,848	
20. June 2023		2,920,848	

COST COMPLIANCE PLAN (maximum 10%)				
21. % for Administration Expenditures (Line 7/Line 5)	10.0%	10.0%		

San Joaquin County

Local Workforce Development Area

Patricia Virgen, Deputy Director, Employment & Training

Contact Person, Title

(209) 468-3500

Telephone Number

WIOA Local Plan Program Year 2021-22 Title I Budget Plan Summary

(Dislocated Worker)

PROGRAM TYPE for PY 2021-22, beginning 07/01/21 through 06/30/2	2	
Grant Code 201/202/203/204 WIOA I-Adult		
☑ Grant Code 501/502/503/504 WIOA I-Dislocated Worker		
	1 A A 4 4 4 0 0 C C . L	1121102CC
FUNDING IDENTIFICATION	AA111036 Subgrant	AA211036 Subgrant
1. Year of Appropriation	2020	2021
2. Formula Allocation	2,380,067	2,483,547
3. Allocation Adjustments - Plus or Minus		
4. Transfers - Plus or Minus		
5. TOTAL FUNDS AVAILABLE (Lines 2 through 4)	2,380,067	2,483,547
TOTAL ALLOCATION COST CATEGORY PLAN	and the second s	
6. Program Services (Lines 6a through 6c)	2,142,061	2,235,193
a. Career Services (Basic / Individual / Follow-Up Services)	1,655,337	1,727,308
b. Training Services	476,013	496,709
c. Other	10,710	11,176
7. Administration	238,006	248,354
8. TOTAL (Lines 6 plus 7)	2,380,067	2,483,547
QUARTERLY TOTAL EXPENDITURE PLAN (cumulative)		
9. September 2020	0	0
10. December 2020	145,373	0
11. March 2021	669,833	0
12. June 2021	960,022	0
13. September 2021	1,400,211	0
14. December 2021	1,985,967	0
15. March 2022	2,380,067	258,642
16. June 2022	2,380,067	993,419
17. September 2022		1,771,088
18. December 2022		2,483,547
19. March 2023		2,483,547
20. June 2023		2,483,547
COST COMPLIANCE PLAN (maximum 10%)		
21. % for Administration Expenditures (Line 7/Line 5)	10.0%	10.0%
San Joaquin County		
Local Workforce Development Area		
Patricia Virgen, Deputy Director, Employment & Training	(209) 468-3500	

Contact Person, Title

Telephone Number

WIOA Local Plan Program Year 2021-22 Title I Budget Plan Summary

(Youth)

PROGRAM TYPE for PY 2021-22, beginning 04/01/21 through 06/30/22

☑ Grant Code 301/302/303/304 WIOA IB-Youth

FUNDING IDENTIFICATION	AA111036 Subgrant	AA211036 Subgrant
1. Year of Appropriation	2020	2021
2. Formula Allocation	3,660,249	3,038,918
3. Allocation Adjustments - Plus or Minus		
4. TOTAL FUNDS AVAILABLE (Lines 2 through 3)	3,660,249	3,038,918

TOTAL ALLOCATION COST CATEGORY PLAN		
5. Program Services (Lines 5a through 5b)	3,294,225	2,735,027
a. In School	658,845	547,005
b. Out-of-School (minimum 75% required)	2,635,380	2,188,022
6. Administration (Line 4 minus 5)	366,024	303,891
7. TOTAL (Lines 5 plus 6)	3,660,249	3,038,918

QUARTERLY TOTAL EXPENDITURE PLAN (cumulative)		
8. June 2020	0	. 0
9. September 2020	0	0
10. December 2020	0	0
11. March 2021	281,663	0
12. June 2021	852,022	0
13. September 2021	1,967,381	0
14. December 2021	3,157,740	0
15. March 2022	3,660,249	752,968
16. June 2022	3,660,249	1,276,346
17. September 2022		2,552,232
18. December 2022		3,038,918
19. March 2023		3,038,918
20. June 2023	,	3,038,918

COST COMPLIANCE PLAN (maximum 10%)		
21. % for Administration Expenditures (Line 6/Line 4)	10.0%	10.0%

San Joaquin County

Local Workforce Development Area

Patricia Virgen, Deputy Director, Employment & Training

Contact Person, Title

(209) 468-3500

Telephone Number

COMMITTEE REPORTS

Executive Committee
Data Collection and Technology
Business Development Committee
Accountability Committee
Planning Committee
WorkNet System Committee
Youth Council
Apprenticeship Committee

INFORMATION ITEM #1

WORKNET CENTER CUSTOMER SERVICE SURVEY

DATE:

August 25, 2021

INFORMATION ITEM: ____1

TO:

Workforce Development Board

FROM:

Patricia Virgen, Deputy Director

SUBJECT:

WORKNET CENTER CUSTOMER SERVICE SURVEY

I. <u>SUMMARY:</u> The following is a summary of the information item.

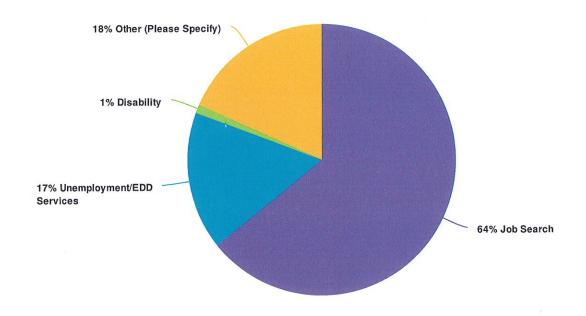
1. WorkNet Center Customer Service Survey

The WorkNet Center Customer Service Survey is a continuous improvement tool designed to collect information and feedback from customers.

Report for AJCC Customer Satisfaction Survey

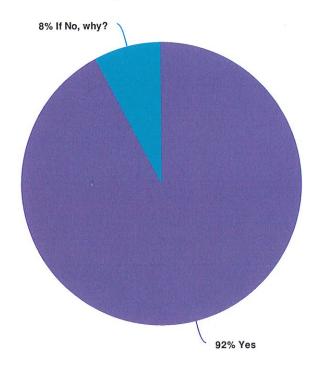


1. What is the purpose of your visit to San Joaquin County WorkNet today?



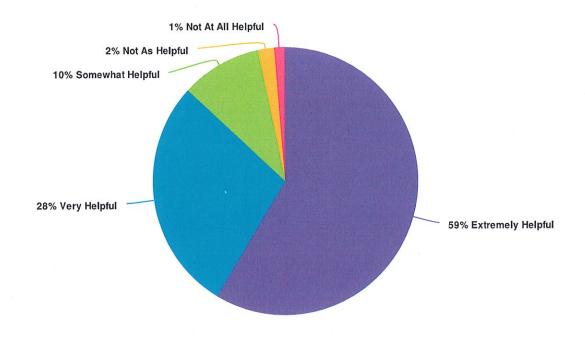
Value	Percent	Responses
Job Search	64.2%	591
Unemployment/EDD Services	16.5%	152
Disability	1.0%	9
Other (Please Specify)	18.3%	168

2. Did you receive the service(s) to meet your needs?



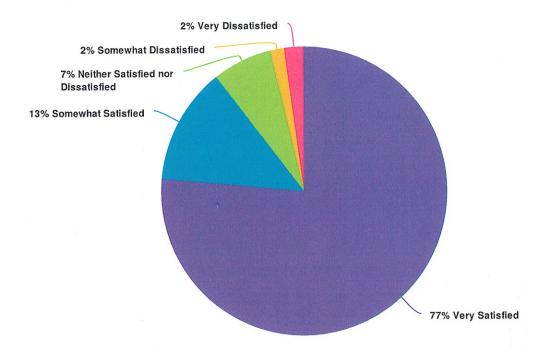
Value	Percent	Responses
Yes	92.3%	811
If No, why?	7.7%	68

3. How helpful was the America's Job Center/WorkNet Center staff?



Value	Percent	Responses
Extremely Helpful	58.6%	516
Very Helpful	28.3%	249
Somewhat Helpful	9.8%	86
Not As Helpful	2.0%	18
Not At All Helpful	1.3%	11

4. Overall, how satisfied or dissatisfied are you with AJCC/WorkNet?

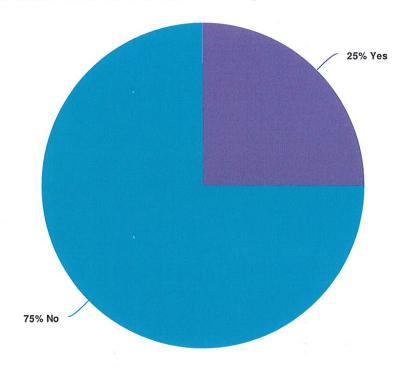


Value	Percent	Responses
Very Satisfied	76.5%	666
Somewhat Satisfied	13.1%	114
Neither Satisfied nor Dissatisfied	6.7%	58
Somewhat Dissatisfied	1.6%	14
Very Dissatisfied	2.2%	19

5. Do you have any other comments, questions, or recommendations on how we can improve our services?



6. Would you like to be contacted about your answers?



Value	Percent	Responses
Yes	25.1%	217
No	74.9%	648

INFORMATION ITEM #2 SUCCESS STORIES

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August 25, 2021

INFORMATION ITEM: 2

TO:

Workforce Development Board

FROM:

Patricia Virgen, Deputy Director

SUBJECT:

SUCCESS STORIES

I. <u>SUMMARY:</u> The following is a summary of the information item.

1. Success Stories

Success Stories of Individuals who have gone through our program and have successfully transitioned into self-sufficient employment.

INDIVIDUAL PARTICIPANT SUCCESS STORY

Participant Name: Rid	ldhi Patel	
Participant's City, State: S	tockton, CA	
Military Service:Veter	anNational GuardSpous	e✓_None
AB109	:√AdultDislocated Worke	rYouth
	Before Participating	After Participating
Industry/Sector	Unemployed	Healthcare
Job Category		Registered Nurse

1. What were the goals of the participant when entering the program?

Hourly Wage or Salary

Participant was unemployed coming into the program. She was accepted to attend the ADN Nursing program. Her goal was to be able to graduate from the Nursing program, and to obtain her license. She also wanted to seek a position that allows her to care for the people in the community. Being unemployed for a while has been difficult for the participant, and due to lack of funds, she sought for assistance from our program to help her purchase training materials, and fulfill the requirements that she needed to attend the nursing program.

\$45.91

2. Describe how the workforce center helped the participant achieve his/her goals. What programs did the participant use? How has this improved the participant and his/her family's live(s)?

Case Manager Qutina Reinschell assisted, and guided the participant in completing the process, and the requirements to provide her the supportive services she needed for training at Delta College. Participant signed up for the Worknet program, and used the services to help her purchase books, uniform, and other fees required for the nursing program. She also stated that Case Manager Qutina, communicated with her effectively, and helped her obtained resources from the Worknet program, and she was able to used them in the most efficient manner.

3. Please include a quote from the Participant about his/her experience if possible. "Worknet program is a true saver. Thank you for the help."

INDIVIDUAL PARTICIPANT SUCCESS STORY

Participant Name:	Kaylee	e Rivas		
Participant's City, St	ate: Sacra	mento, CA		
Military Service:	_Veteran	National Guard	Spouse	_XNone
		Dislocated Work	erX Ad	ult
AB109				
◯ Additi	onal Assist	ance Grant		

	Before Participating	After Participating
Industry/Sector	Healthcare	Healthcare
Job Category	Caregiver	Registered Nurse
Hourly Wage or Salary	\$13.00	\$47.00

- 1. What were the goals of the participant when entering the program?

 Participant goals for entering the Associate Degree of Nursing Training was to become knowledgeable in nursing practice and acquire clinical skills in providing holistic care for patients. Find a stable employment, that will provide her with a higher wage to become self-sufficient.
- 2. Describe how the workforce center helped the participant achieve his/her goals. What programs did the participant use? How has this improved the participant and his/her family's live(s)?

Case Manager Qutina Reinschell provided guidance to the participant all throughout the time that she was enrolled in the WIOA program. Participant was provided with assistance in achieving her goals in completing the nursing program, passed the NCLEX exam, and also obtaining her RN license. The Workforce Center also provided her help in purchasing the required textbooks, uniform, and paying for other material that was required for the nursing program.

The Workforce Center also assisted in enrolling participant into the Kaplan program that provided her with the study guides, and helped her prepare for the NCLEX exam. The Workforce center paid for the Kaplan program, and the NCLEX processing fees.

The services that the Workforce Center provided her has made her college life easier because she didn't have to stress about money. Participant stated that the program is a great financial resource for those individuals who struggle with the financial aspect of college. She also stated that she is glad that this program is available for those students in need for extra help.

3. Quote from Participant:

"Blessed to have met such an amazing staff member of the Workforce center. Thank you for being a part of my journey to success. I appreciate everything this program has provided for me."

INDIVIDUAL PARTICIPANT SUCCESS STORY

Participant Name:	Jason N	Iall				
Participant's City,	State: Stockt	on, CA				
Military Service: _	Veteran	Nationa	l Guard	Spouse	-	_None
Program: WIO AB1 Addi			_Dislocat	ted Worker_		_Youth

	Before Participating	After Participating
Industry/Sector	Laborer	Truck Driver
Job Category	Misc temp jobs	Logistics
Hourly Wage or Salary	13.50	21.00

1. What were the goals of the participant when entering the program?

Jason came into program with many barriers and not a very good work history. He had been working temporary jobs at low wages for a few years and really wanted to find a way to build a lasting career that would help he reach self-sufficiency.

2. Describe how the workforce center helped the participant achieve his/her goals. What programs did the participant use? How has this improved the participant and his/her family's live(s)?

During Individual Employment Plan the case manager was able to identify the positive things the client had going for him while still addressing the barriers he would need to overcome. He had a clean DMV record and he was willing to work hard to overcome his barriers to be suitable for truck driver training. After reviewing his assessment and interests inventory it was determined that Truck Driving would be a good match for him.

Upon completion of all of his research and visiting several schools he was referred to Truck Driving Training. Client completed his training received his class A license and his endorsements. His case manager helped him build a resume and he was able to apply

for position at New MBT. He was hired and starting pay is \$19.00 with \$1.00 hour raise each month for six months until 25.00 per hour with benefits.

3. Please include a quote from the Participant about his/her experience if possible.

"I am so grateful for the support and the opportunity to gain this career."

INFORMATION ITEM #3

SAN JOAQUIN COUNTY LABOR MARKET INFORMATION SNAPSHOT

DATE:

August 25, 2021

INFORMATION ITEM: 3

TO:

Workforce Development Board

FROM:

Patricia Virgen, Deputy Director

SUBJECT:

SAN JOAQUIN COUNTY LABOR MARKET INFORMATION SNAPSHOT

I. <u>SUMMARY:</u> The following is a summary of the information item.

Attached, you will find the San Joaquin County (SJC) labor market review. The Snapshot has been developed by Employment and Economic Development Department (EEDD) staff for the San Joaquin County Workforce Development Board to combine four separate reports provided by the California Employment Development Department (EDD).

The first chart details the Unemployment Rate of San Joaquin County, California, and the United States for a one year look-back period starting one month prior. The second chart details the Unemployment Rate of San Joaquin County down to the sub-county areas — cities and other Census Designated Places (CDPs). The third chart details San Joaquin County as part of the San Joaquin Valley and Associated Counties Regional Planning Unit (RPU). The RPU is comprised of all counties in the San Joaquin Valley and is one of 14 RPUs designated by the State. Page two of the SJC Snapshot details the Labor Force and Industrial Employment in San Joaquin County and provides data for three months prior, and also uses the benchmark from March 2020 as established by EDD.

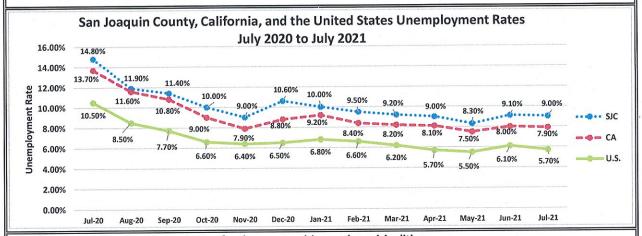


San Joaquin County LMI Snapshot

SJC ECONOMIC DEVELOPMENT ASSOCIATION

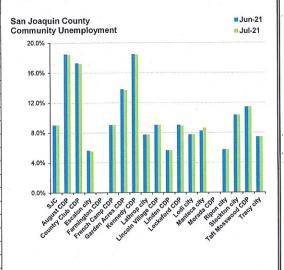
A San Joaquin County Labor Market Review - July 2021

Welcome to the San Joaquin County Labor Market Review. The snapshot provides a quick review of labor market information in San Joaquin County for the previous month, the most up-to-date information provided by the California Employment Development Department (EDD). The data and information is provided by the California EDD Labor Market Information Division (LMID). For more information please call (916) 262-2162 or visit the LMID website at https://www.labormarketinfo.edd.ca.gov/.

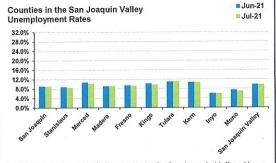


Sub County average unemployment rates for the county, cities, and municipalities.

			Unempl	oyment
Area Name	Labor Force	Employment	Number	Rate
San Joaquin County	333,000	302,900	30,100	9.0%
August CDP	3,400	2,700	600	18.4%
Country Club CDP	4,800	3,900	800	17.2%
Escalon city	3,700	3,500	200	5.5%
Farmington CDP	100	100	0	0.0%
French Camp CDP	1,200	1,100	100	9.0%
Garden Acres CDP	4,400	3,800	600	13.7%
Kennedy CDP	1,400	1,200	300	18.4%
Lathrop city	10,300	9,500	800	7.7%
Lincoln Village CDP	2,200	2,000	200	9.0%
Linden CDP	800	800	0	5.6%
Lockeford CDP	1,500	1,400	100	8.9%
Lodi city	30,000	27,700	2,300	7.7%
Manteca city	39,000	35,600	3,400	8.6%
Morada CDP	1,400	1,400	0	0.0%
Ripon city	7,600	7,200	400	5.7%
Stockton city	132,500	118,900	13,600	10.3%
Taft Mosswood CDP	400	400	100	11.4%
Tracy city	45,600	42,200	3,400	7.4%



*CDP - Census Design	nated Place				
Counties in th	ne San Joac	quin Valley Q	uick Look		
County	Rank	Labor Force	Employed	Unemployed	Rate
San Joaquin	48	333,000	302,900	30,100	9.0%
Stanislaus	45	245,700	224,900	20,800	8.5%
Merced	53	118,500	106,300	12,100	10.2%
Madera	49	61,800	56,100	5,600	9.1%
Fresno	50	449,200	407,400	41,800	9.3%
Kings	52	56,600	51,100	5,500	9.7%
Tulare	57	199,100	176,900	22,200	11.1%
Kern	56	380,800	340,100	40,800	10.7%
Inyo	15	8,380	7,890	490	5.9%
Mono	28	8,060	7,510	560	6.9%
San Joaquin Valley	, y	1,861,140	1,681,100	179,950	9.7%



San Joaquin County is part of the San Joaquin Valley and Associated Counties Regional Planning Unit (RPU) comprised of all counties in the San Joaquin Valley. Above is a comparison of all counties in the RPU. This WIOA Title I-financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.



SJC LMI Snapshot

Jul 2021

March 2020 Benchmark



Labor Force and Industrial Employment	Jul 20	May 21	Jun 21	Jul 21	Percent	Change
*Data not seasonally adjusted			Revised	Prelim	Month	Year
Civilian Labor Force (1)	331,600	333,900	332,600	333,000	0.1%	0.4%
Civilian Employment	285,700	306,300	302,100	302,900	0.3%	6.0%
Civilian Unemployment	45,900	27,600	30,500	30,100	-1.3%	-34.4%
Civilian Unemployment Rate	13.8%	8.3%	9.2%	9.0%		
(CA Unemployment Rate)	13.6%	7.5%	8.0%	7.9%		
(U.S. Unemployment Rate)	10.5%	5.5%	6.1%	5.7%		
	250,900	266,800	264,300	260,100	-1.6%	3.7%
Total, All Industries (2)	14,600	18,300	17,000	15,000	-11.8%	2.7%
Total Farm	236,300	248,500	247,300	245,100	-0.9%	3.7%
Total Nonfarm	195,800	206,900	206,500	207,500	0.5%	6.09
Total Private		34,800	35,000	36,200	3.4%	7.49
Goods Producing	33,700	13,700	13,800	14,000	1.4%	6.99
Mining, Logging, and Construction	13,100		100	100	0.0%	0.09
Mining and Logging	100	100		13,900	1.5%	6.9%
Construction	13,000	13,600	13,700			6.7%
Specialty Trade Contractors	9,000	9,400	9,400	9,600	2.1% 4.7%	7.89
Manufacturing	20,600	21,100	21,200	22,200		
Durable Goods	9,100	9,600	9,600	9,400	-2.1%	3.39
Nondurable Goods	11,500	11,500	11,600	12,800	10.3%	11.39
Food Manufacturing	6,200	6,300	6,400	7,100	10.9%	14.59
Service Providing	202,600	213,700	212,300	208,900	-1.6%	3.19
Private Service Providing	162,100	172,100	171,500	171,300	-0.1%	5.79
Trade, Transportation & Utilities	72,600	75,100	75,800	75,800	0.0%	4.49
Wholesale Trade	10,300	10,400	10,400	10,400	0.0%	1.09
Retail Trade	24,200	25,900	25,800	25,900	0.4%	7.09
Clothing & Clothing Accessories Stores	1,600	1,800	1,800	1,900	5.6%	18.89
General Merchandise Stores	5,900	5,800	6,000	6,000	0.0%	1.79
Department Stores	900	900	900	1,000	11.1%	11.19
Transportation, Warehousing & Utilities	38,100	38,800	39,600	39,500	-0.3%	3.79
Transportation & Warehousing	36,600	37,400	38,400	38,400	0.0%	4.99
Truck Transportation	7,900	7,000	7,200	7,400	2.8%	-6.39
Warehousing & Storage	22,700	25,400	25,700	26,100	1.6%	15.09
Information	1,000	1,100	1,100	1,100	0.0%	10.09
Financial Activities	7,700	7,700	7,700	7,600	-1.3%	-1.39
Finance & Insurance	4,500	4,600	4,600	4,600	0.0%	2.29
Credit Intermediation & Related Activities	1,900	1,900	1,900	1,900	0.0%	0.09
Professional & Business Services	20,600	22,400	22,100	22,100	0.0%	7.39
Administrative & Support & Waste Services	13,700	15,000	15,200	15,200	0.0%	10.99
Educational & Health Services	36,000	40,500	38,800	38,000	-2.1%	5.69
Educational Services	3,200	3,900	3,700	3,500	-5.4%	9.49
Health Care & Social Assistance	32,800	36,600	35,100	34,500	-1.7%	5.29
Leisure & Hospitality	17,500	18,600	19,200	19,800	3.1%	13.19
Arts, Entertainment & Recreation	1,300	1,600	1,800	1,900	5.6%	46.29
Accommodation & Food Services	16,200	17,000	17,400	17,900	2.9%	10.59
Food Services & Drinking Places	15,100	15,900	16,300	16,700	2.5%	10.69
Restaurants	14,800	15,500	16,100	16,400	1.9%	10.89
Other Services	6,700	6,700	6,800	6,900	1.5%	3.09
	40,500	41,600	40,800	37,600	-7.8%	-7.29
Government	3,200	3,200	3,200	3,200	0.0%	0.0
Federal Government	1,800	1,800	1,800	1,800	0.0%	0.0
Federal Government excluding Department of Defense	1,400	1,400	1,400	1,400	0.0%	0.0
Department of Defense	37,300	38,400	37,600	34,400	-8.5%	-7.8
State & Local Government		6,100	6,000	5,900	-1.7%	-13.2
State Government	6,800			28,500	-9.8%	-6.6
Local Government	30,500	32,300	31,600	15,600	-16.6%	-12.4
Local Government Education	17,800	19,500	18,700			1.6
Local Government Excluding Education	12,700	12,800	12,900	12,900	0.0%	0.0
County	7,800	7,800	7,800	7,800	0.0%	5.9
City	3,400	3,500	3,600	3,600	0.0%	
Special Districts plus Indian Tribes	1,500	1,500	1,500	1,500	0.0%	0.

⁽¹⁾ Civilian labor force data are by place of residence; include self-employed individuals, unpaid family workers, household domestic workers, & workers on strike. Data may not add due to rounding. The unemployment rate is calculated using unrounded data.

⁽²⁾ Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, & workers on strike. Data may not add due to rounding.

DIRECTOR'S REPORT

PUBLIC COMMENT

BOARD MEMBER QUESTIONS AND COMMENTS