

ECONOMIC DEVELOPMENT POLICY COMMITTEE

Thursday, September 17, 2020

9:00 a.m. – 10:00 a.m.

Virtual/SKYPE Meeting

Call-in number: 1-323-776-6996 Access Code: 498935018#

AGENDA

1. Introductions

2. Legislative update (CEO) 10 minutes

3. Business Relief Funds update (LACDA, DCBA) 10 minutes

4. COVID-19 Portal and Website update (DCBA) 5 minutes

5. AJJC System MOU Board letter (WDACS) 5 minutes

6. LA County Works Initiative presentation (WDACS) 30 minutes

7. Public comment

NOTE:

Please send comments to EconomicDevelopment@ceo.lacounty.gov by Wednesday September 16th at noon. They will be shared with the Committee prior to the meeting.



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Hilda L. Solis
Mark Ridley-Thomas
Sheila Kuehl
Janice Hahn
Kathryn Barger

COUNTY OF LOS ANGELES WORKFORCE DEVELOPMENT, AGING AND COMMUNITY SERVICES

3175 West Sixth Street ■ Los Angeles, CA 90020

Tel: 213-738-2600 ■ Fax: 213-487-0379



wdacs.lacounty.gov

Otto Solórzano
Acting Director

"Connecting communities and improving the lives of all generations"

September 29, 2020

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES COUNTY WORKFORCE DEVELOPMENT BOARD
AND LOS ANGELES COUNTY WORKFORCE DEVELOPMENT SYSTEM
PARTNERS
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

County of Los Angeles (County) Workforce Development, Aging and Community Services (WDACS) seeks your Board's approval of the Workforce Innovation and Opportunity Act (WIOA) Memorandum of Understanding (MOU) for 2020-2023 between the Los Angeles County (County) Workforce Development Board (WDB) and its America's Job Center of California (AJCC) system partners. The MOU (attached) outlines the current framework for the collective funding of One-Stop infrastructure and other system costs by County AJCC partners, which include the following County Departments: WDACS, the Department of Public Social Services (DPSS), and Los Angeles County Development Authority (LACDA).

Completion of this MOU is required to comply with federal and state requirements concerning the operations of the AJCC delivery system. The last MOU was adopted by your Board on June 12, 2018 and expired June 30, 2020. Due to the onset of the COVID-19 pandemic, the County WDB received approval from the State of California Workforce Development Board (CWDB) to extend the current MOU, finalize negotiations, and submit

the executed MOU to the State of California Economic Development Department (EDD) by September 30, 2020. The MOU must be signed by the Chair of the Board of Supervisors (the designated Chief Local Elected Official). The duration of the MOU will be from October 1, 2020 to June 30, 2023.

IT IS RECOMMENDED THAT YOUR BOARD:

- 1) Approve the WIOA MOU for 2020-2023 between the County WDB and AJCC system partners and instruct the Chair of your Board to sign the MOU so that the County and WDB remain in full compliance with federal and state requirements.
- 2) Authorize the Directors, or designees, of WDACS, DPSS, and LACDA, to enter into WIOA MOUs with other WDBs in the County—City of Los Angeles, Foothill, Pacific Gateway, Southeast Los Angeles County, South Bay, and Verdugo—concerning the operations and funding of the One-Stop system in their local areas.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

WIOA requires WDBs to develop and enter into MOUs with representatives of seventeen (17) mandated One-Stop partner programs concerning the operations of the workforce system in their local areas. The mandated partners are:¹

1. WIOA Title I Adult, Dislocated Worker, and Youth programs administered by WDACS that provide an array of employment services through AJCCs;
2. WIOA Title I Job Corps programs that provide residential education and job training services to youth;
3. WIOA Title I Youth Build programs that combine education with hands-on, skill-building for youth;
4. WIOA Title II Adult Education and Literacy programs provided by adult schools, public libraries, and other providers of adult education;
5. WIOA Title III Wagner-Peyser labor-exchange services provided by the State of California Employment Development Department (EDD);
6. WIOA Title IV Vocational Rehabilitation programs and services provided by the Department of Rehabilitation to assist individuals with disabilities;
7. Title V of the Older Americans Act programs administered by WDACS that provide subsidized training and community service employment opportunities for older adults;
8. Veterans Employment and Training services provided by EDD;
9. Trade Adjustment Assistance Act services provided by EDD to assist workers whose jobs are impacted by rising imports;
10. Justice-Involved programs that provide employment services to the reentry population;
11. WIOA Title I Native American Programs that provide employment assistance to this population;

¹ A complete list of local system partners can be found in Section 3 of the MOU.

12. Carl D. Perkins Career and Technical Education Act services provided by community colleges;
13. Unemployment Insurance services provided by EDD;
14. Community Services Block Grant Act services administered by DPSS to help communities address poverty;
15. Department of Housing and Urban Development programs delivered by LACDA that provide supportive housing and wrap-around services to individuals with low-incomes;
16. Temporary Assistance to Needy Families services administered by DPSS that include income support, subsidized transitional employment, and job training; and
17. Migrant Seasonal Farmworker Program, which provides training, employment, and housing services to migrant and seasonal farmworkers.

In addition to the mandated partners, the County system has departmental partnerships established through separate MOUs to enhance delivery of career services to key populations. These partners are the Probation Department, Department of Children and Family Services, Los Angeles County Office of Education, Child Support Services Department, Los Angeles County Sheriff's Department, the Los Angeles County Library, and the Department of Human Resources.

Completion of this MOU is required to define partner roles and responsibilities, service delivery, administration and operations management, shared services and customers, including business services, referrals, customer service and quality control, and shared infrastructure and other systems costs. Central coordination of business services will increase strategic alignment and investment of training resources and sector priorities with AJCC system partners and strengthen coordination of efforts to meet the employment and training needs of employers more effectively. Businesses and employers will have access to a larger and more competitive pool of job seekers. Sharing regional labor market information and using common economic intelligence data to inform decisions and priorities will enhance coordination and collaboration between and among all AJCC system partners.

On June 21, 2016, your Board approved the first WIOA MOU (effective July 1, 2016 – August 31, 2017), which established a framework for coordination and collaboration among AJCC system partners to serve shared customers. On November 7, 2017, your Board approved the second MOU (effective September 1, 2017 – June 30, 2020), which built on the prior MOU by establishing mechanisms for the sharing of costs for the operations of the County's seven (7) Comprehensive AJCCs, which provide access to services provided by the seventeen (17) mandated partners. On June 12, 2018, your Board approved an amendment to the MOU incorporating additional AJCCs into the cost-sharing agreement.

This MOU incorporates all twenty-one AJCCs currently operated by the County. It also amends and confirms the agreements made in previous MOU iterations and describes the formal cooperative relationship between the WDB and the AJCC system partners who

are committed to advancing the achievement of the County Local and Regional Strategic Workforce Plan under WIOA for the benefit of businesses, employers, and jobseekers. The WDB approved the MOU at a special meeting in August 2020.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions align with the County Strategic Plan, Goal I: Make Investments That Transform Lives, specifically, Objective I.2.4: Support Job Readiness and Increase Employment Opportunities for Youth Served by the County; and Goal II: Foster Vibrant and Resilient Communities, specifically, Objective II.1.3: Coordinate Workforce Development: Identify and align workforce development programs to provide career pathways for high-needs, priority populations and to support the labor needs of the County's high-growth industry sectors.

FISCAL IMPACT/FINANCING

The recommended actions carry no additional Net County Cost impact as all infrastructure and other system costs and contributions outlined in the MOU are financed by Federal programs and other non-County sources. The WIOA MOU, by design, helps to leverage other local funding streams to provide additional support to the AJCC system.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

WIOA was signed into law on July 22, 2014. Section 121(c) of WIOA requires that WDBs develop and enter into MOUs with local representatives of seventeen (17) mandated One-Stop partner programs concerning the operations and funding of the One-Stop delivery system in their Local Areas. On April 30, 2019, the EDD issued Directive WSD 18-12, which outlined the State's requirements and instructions for the development and submission of MOUs in accordance with WIOA. The Directive set forth the required actions and timelines, described in this Board Letter, for reviewing and updating AJCC MOUs, which include AJCC infrastructure and other system cost sharing agreements. This MOU will ensure compliance with Section 121(c) of WIOA and EDD Directive WSD 18-12.

IMPACT ON CURRENT SERVICES

The recommended actions will increase the County's effectiveness in serving businesses and job seekers through partnerships and collaborations among County departments, adult education providers, community colleges, community-based organizations, workforce development agencies, and other AJCC system partners.

COVID-19 has inflicted a deep and lasting impact on our local, national, and global economy. The WIOA MOU framework supports efforts to strengthen the regional economy by ensuring collaboration of critical partners across educational, governmental, and non-profit institutions focused on serving individuals faced with barriers to employment.

CONCLUSION

Should you have questions, please contact me directly, or your staff may contact Kevin Anderson at (213) 738-2593 or at kanderson@wdacs.lacounty.gov.

Respectfully submitted,

OTTO SOLORZANO
Acting Director

OS:JRP:MMA:MDU:AR

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE LOS ANGELES COUNTY WORKFORCE DEVELOPMENT BOARD
AND
MANDATED PARTNERS OF LOS ANGELES COUNTY'S
AMERICA'S JOB CENTER OF CALIFORNIA (AJCC) SYSTEM**

This Los Angeles County Workforce Innovation and Opportunity Act (WIOA) Memorandum of Understanding (MOU) is entered on October 1, 2020, by and between the Los Angeles County Workforce Development Board (WDB) and the partners of the America's Job Center of California (AJCC) System for the County of Los Angeles (Partners), hereinafter collectively referred to as the "Parties."

Recitals

- A. WHEREAS the Parties wish to update the Los Angeles County WIOA MOU, in accordance with State of California Employment Development Department (EDD) Directive WSD18-12.
- B. WHEREAS the Parties wish to make additions, removals, and other changes to the listing of AJCC System Partners as outlined in the prior MOU (Phase II Amendment).
- C. WHEREAS the Parties wish to update outdated provisions and attachments in the prior MOU.
- D. WHEREAS the prior MOU dated September 1, 2017, will expire September 30, 2020.

NOW THEREFORE, the Parties hereby agree to the following:

Agreement

1. Term

The effective term of this Agreement shall be from October 1, 2020 through June 30, 2023. The MOU will be reviewed not less than once every (3) three years to identify any substantial changes that have occurred.

2. Purpose and Development of the MOU

WIOA requires that an MOU is developed and executed between the Parties to establish an agreement concerning the operations of the AJCC delivery system in accordance with the State of California Employment Development Department (EDD) Directive WSD18-12, WIOA Memorandums of Understanding and Department of Labor (DOL) requirements outlined in Training and Employment Guidance Letter Number 16-16 One-Stop Operations Guide for the American Job Center Network.

For the initial negotiation process of WIOA MOUs, EDD separated the development process into two (2) distinct phases. Phase I addressed service coordination and collaboration among all AJCC partners. Phase II centered on how to sustain the unified system by resource sharing and joint cost funding. The phases laid the groundwork for L.A. County to execute an MOU(s) in order to meet DOL requirements. All MOUs were required to contain assurances that the MOU would be reviewed and updated every three (3) years with an annual review of and, if necessary, amendments to the Infrastructure Funding Agreements (IFAs) and Other System Costs Budget. This MOU complies with the WSD18-12 directive, which consolidates the three (3) previous MOU directives and provides guidance for Local Areas in reviewing and updating their AJCC MOUs and IFAs.

AJCC's are the cornerstone of California's workforce development system. The AJCC system partners are jointly responsible for workforce and economic development, educational, and other human service programs. Therefore, the AJCC system is tasked with developing partnerships and providing programs and services to achieve three main goals established by the California Workforce Development Strategic Plan:

- Foster demand-driven skills attainment
- Enable upward mobility for all Californians
- Align, coordinate and integrate programs

These goals will be accomplished by ensuring access to high-quality AJCCs that provide the full range of services available in the community for all customers seeking the following:

- Looking for a job
- Building basic educational or occupational skills
- Earning a post-secondary certificate or degree
- Obtaining guidance on making career choices
- Seeking to identify and hire skilled workers

The past performance and successes of the Los Angeles County Workforce Investment Board and its partners under the Workforce Investment Act was due to high quality comprehensive services offered through the collaborative efforts of local and regional partnerships. Looking forward, central coordination of business services will increase strategic alignment and investment of training resources and sector priorities with AJCC system partners and strengthen coordination of efforts to meet the employment and training needs of employers more effectively. Businesses and employers will have access to a larger and more competitive pool of job seekers. Sharing regional labor market information and using common economic intelligence data to inform decisions and priorities will enhance coordination and collaboration between and among all AJCC system partners.

The Parties are committed to advancing the achievement of the local Los Angeles County Regional Strategic Workforce Plan under WIOA for the benefit of businesses, employers, and jobseekers of Los Angeles County.

In addition, this MOU makes amendments to and confirms the agreements made in previous MOU iterations established and describes the formal cooperative relationship between the Parties. This MOU does not constitute a binding financial commitment, but rather an intention by the Parties to commit specific resources on a year-to-year basis, as applicable and as allocations and budgets permit.

3. Los Angeles County Workforce Development System

3.1 Parties to MOU

The Parties to the MOU are as follows:

Chief Local Elected Official

Los Angeles County Board of Supervisors

Local Workforce Development Board

Los Angeles County Workforce Development Board (WDB)

3.1.1 Co-located AJCC Partners¹ Participating in the Infrastructure Funding Agreement (IFA) and Shared Other System Costs Agreement

WIOA Title I Adult, Dislocated Worker, Youth

Los Angeles County Workforce Development, Aging and Community Services (WDACS)

WIOA Title I Job Corps (Subtitle C)

Management and Training Corporation

WIOA Title II Adult Education and Literacy

Whittier Adult School, Baldwin Park Adult School, New Opportunities Organization

WIOA Title III Wagner-Peyser, Veterans' Employment and Training (Jobs for Veterans State Grants), Trade Adjustment Assistance Act (TAA)

State of California Employment Development Department (EDD)

WIOA Title IV Vocational Rehabilitation

California Department of Rehabilitation (DOR)

Other

Five Keys Schools and Programs (Five Keys); Goodwill Southern California (Goodwill), New Opportunities, Los Angeles County Probation Department

3.1.2 Non Co-located AJCC Partners Participating in the Shared Other System Costs Agreement

WIOA Title I Native American Programs (WIOA Section 166)

United American Indian Involvement

WIOA Title I Migrant Seasonal Farmworkers (WIOA Section 167)

*Not applicable/required in Los Angeles County

WIOA Title I Youth Build (WIOA Section 171)

Antelope Valley YouthBuild

WIOA Title II Adult Education and Literacy

Antelope Valley Union High School District

Azusa Unified School District

Baldwin Park Unified School District

Bassett Unified School District

Charter Oak Unified School District

Compton Unified School District

Covina Public Library

Covina-Valley Unified School District

Culver City Unified School District

¹ Co-located Partners are all Los Angeles County AJCC System Partners who have a physical presence within a Los Angeles County Comprehensive AJCC (listed below in the section titled *Comprehensive AJCCs*), either full-time or part-time. This definition for Colocation includes Partners that are Co-located at only one or several Comprehensive AJCCs.

El Monte Union High School District
Glendora Unified School District
Hacienda La Puente Unified School District
Lynwood Unified School District
Monrovia Unified School District
Monterey Park Bruggemeyer Library
Mt. San Antonio Community College District
Pomona Unified School District
Rowland Unified School District
Santa Monica Community College District
Santa Monica-Malibu Unified School District
Temple City Unified School District
Whittier Union High School District
William S. Hart Union High School District

Title V of Older Americans Act

WDACS, Area Agency on Aging; National Asian Pacific Center on Aging (NAPCA)

Carl D. Perkins Career and Technical Education Act

Antelope Valley College; College of the Canyons; Mt. San Antonio College; Rio Hondo College; Santa Monica College

Unemployment Compensation (Insurance)

State of California Employment Development Department (EDD)

Community Services Block Grant (CSBG)

Los Angeles County Department of Public Social Services (DPSS)

Department of Housing & Urban Development

Los Angeles County Development Authority (LACDA)

Temporary Assistance to Needy Families (TANF/CalWORKs)

Los Angeles County Department of Public Social Services (DPSS)

Other

Several Los Angeles County Departments including: Probation, Department of Children and Family Services, Los Angeles County Office of Education, Child Support Services Department, Los Angeles County Library, Department of Human Resources, and Los Angeles County Sheriff's Department.

3.2 Vision

In support of regional economic growth and economic self-sufficiency, the WDB and Partners reflect a commitment to the vision that *every business in Los Angeles County has access to skilled workers and other resources needed to succeed in a global economy, and every resident has equitable access to upward mobility and prosperity.*

3.3 Mission

To create an innovative, well-coordinated, integrated, and data-driven workforce development system that is aligned with economic development to meet the needs of employers and prepare youth and adults with the knowledge and skills needed for the jobs of tomorrow.

3.4 Goals

The following are goals shared by the Parties to this MOU:

- Develop industry-driven career pathways that prepare people for in-demand occupations in high growth industry sectors based on annual review of economic intelligence and labor market information.
- Support system alignment, service integration, and continuous improvement using data to support evidence-based decision-making.
- Strengthen communication, coordination, and decision-making between regional partners to meet labor market needs.
- Enhance existing networks between education, business and industry representatives, labor and other regional workforce development partners to develop new and align existing programs and services with regional and industry needs.
- Support the development and continued collaboration between regional workforce and economic development networks in the Los Angeles region to address workforce education and training priorities.
- Develop regional leadership and operational partnerships among community college, industry, labor, and other workforce and economic development entities to strengthen coordination and to improve the delivery of services.
- Increase the number of youth and adults who obtain marketable and industry-recognized middle skill credentials, with a priority on unemployed, underemployed, low-skilled, low-income, recipients of public assistance, limited English speaking, veterans, individuals with disabilities, foster youth, reentry and other high priority at-risk populations.
- Increase the scope and breadth of opportunities for youth, especially low-income, at-risk, disconnected and out-of-school youth, and those from low-income communities, who graduate prepared for postsecondary vocational training, post-secondary education, and/or a career.

3.5 Values

The following are values shared by the Parties to this MOU:

Accountability

We accept individual responsibility for the quality of service provided to customers and the overall success of the system. We strive to make our practices transparent and to make our reports accessible to foster a system of shared accountability.

Collaboration

We work constructively together to better align, integrate, and coordinate the delivery of services. We recognize the importance of meaningful cooperation and compromise in ensuring the vitality and success of the system as a whole.

Excellence

We are committed to excellence and continuous improvement in all aspects of our individual and collective work. We are dedicated to providing all customers with an exemplary level of service that meet their diverse and unique needs.

Innovation

We strive to develop and adopt new strategies and methods to add value for our customers and our communities. We incorporate new tools and technologies into our work to facilitate communication, data sharing, and to streamline the delivery of services.

Partnership

We acknowledge the synergy produced from working together as true partners to operate the Los Angeles County AJCC system. We foster shared leadership and strive to build consensus to structure and oversee a system that reflects our shared goals.

Responsiveness

We aspire to operate a system that constantly seeks feedback from customers and stakeholders to stay ahead of economic and workforce development trends to deliver valuable and cutting-edge services.

Respect

We recognize and appreciate the diversity of our customers and their unique needs, particularly for individuals who face barriers to employment. We are committed to treating all individuals with the courtesy, dignity, and respect.

4. Responsibility of the AJCC System Partners

The Parties to this MOU agree to participate in joint planning, coordination and evaluation of AJCC activities to serve shared customers and deliver shared services, as appropriate, in order to:

- Identify opportunities to participate in and enhance the operation of the AJCC system
- Ensure accessibility of services
- Coordinate outreach, assistance and referrals for shared customers
- Identify and coordinate applicable service(s) available to shared customers through the one-stop delivery system
- Identify and coordinate allowable collection, reporting and sharing of performance data
- Share, review, and interpret common labor market information, economic intelligence, and occupational data
- Identify, lead and support capacity building training and professional development activities to increase awareness of the unique requirements and needs of shared customers and priority populations.
- Ensure compliance with state and federal requirements

5. Service Delivery

5.1 AJCC System Design

The Los Angeles County local workforce development system is comprised of twenty-one (21) America's Job Centers of California (AJCCs) system AJCCs: seven (7) Comprehensive, seven (7) Affiliates, four (4) additional, as well as, three (3) specialized: one which serves veterans countywide, and the remaining two (2) service students on the Main and South Gate campuses of East Los Angeles College.

The Los Angeles County AJCC system is an Integrated Service Delivery (ISD) system with EDD. All AJCCs in our system provide a single access point to education and training programs for both adults and youth. The youth workforce development program, Youth@Work, is inclusive of WIOA Title I Youth Program and the County's Subsidized Youth Work Experience Program, referred to as Work Based Learning (WBL), and Youth/Young Adult Workforce Development special initiatives.

The Youth@Work program is designed to deliver work-based learning, academic and career development and advanced career services to Youth with direct access to the Adult program when and if needed. 100% of WIOA Youth funding under the Youth@Work program is designated for older, disconnected out-of-school youth, ages 17-24. Within this commitment to prioritize disconnected youth, an additional pledge was made to further prioritize foster, and system-involved youth for WIOA services. Non-WIOA funding under the Youth@Work program supports subsidized work-based learning for youth ages 14-24 and also academic and career development for in-school youth, ages 16-21.

The system is further organized into four (4) major AJCC service regions, to facilitate high quality integrated workforce services and implement regional strategies, in coordination with mandated partners and other key stakeholders.

5.1.1 Region I

Antelope Valley AJCC
Northeast San Fernando AJCC
Santa Clarita AJCC

5.1.2 Region II

East LA/West San Gabriel Valley AJCC
Southeast Los Angeles AJCC
Veterans AJCC

5.1.3 Region III

Pomona Valley AJCC
East San Gabriel Valley AJCC
Rio Hondo AJCC

5.1.4 Region IV

Rancho Dominguez AJCC
South Los Angeles AJCC
West Los Angeles AJCC

5.2 Administration and Operations Management

The Parties to this MOU agree the day-to-day supervision of any staff assigned to the AJCCs will be the responsibility of the site supervisor(s). The original employer of staff assigned to the AJCCs will continue to set the priorities of its staff. Any change of work assignments or any problems at the worksite will be handled by the site supervisor(s) and the management of the original employer.

The Parties to this MOU further agree the office hours for any staff at AJCCs will be established by the site supervisor(s) and the primary employer. All staff will comply with the holiday schedule of their primary employer and will provide a copy of their holiday schedule to the host agency at the beginning of the fiscal year. Disciplinary actions may result in removal of co-located staff from the AJCCs, and each party will take appropriate action.

5.3 Shared Services

The Parties to this MOU will collaborate to provide physical and/or electronic access to shared customers and, for enrolled services, to Adults and Dislocated Workers and Youth, either by referral from a partner agency or on their own initiative.

AJCCs are a central point of entry to employment and training programs for any individual, without regard to eligibility; for information on job vacancies, career options, financial aid, employment trends, and labor market information; as well as workforce development services and programs provided by mandated partners.

Los Angeles County's ISD design allows for the Parties to this MOU to deliver shared and complementary services in collaboration with a diverse scope of regional partners (see chart below) and service delivery providers designed to reach more job seekers. Sector-focused strategies will increase access to career technical education and career pathway programs to better prepare jobseekers for in-high demand occupations in high growth industries.

5.4 Shared Business Services

In providing services to the entire Los Angeles County region, the Parties to this MOU agree to collaborate to identify strategies and opportunities for regional and coordinated business engagement efforts that respond to industry and labor market needs.

5.5 Shared Customers

Shared customers include businesses and employers seeking assistance to find prepared and qualified candidates for current or future employment; business and employers seeking to upskill existing employees (incumbent workers) for new positions, for new equipment, new job requirements, new industry standards, and to prevent or reduce layoffs or termination.

Adult job seekers in search of pre-employment services, training for in-demand occupations, or those seeking a new career, including low-income; individuals on public assistance; limited English speaking; basic skills deficient; unemployment insurance claimants, veterans and

their eligible spouses; homeless; persons with disabilities; and formerly incarcerated individuals.

Dislocated Workers who need support and services to re-connect to employment or who need additional training and services for employment in new or emerging industry sectors, or a new career.

Youth, age 14-24, especially disconnected youth who did not complete high school, not currently enrolled in school, or not working, prioritizing foster youth and probation youth.

5.6 Referral of Shared Customers

The Parties to this MOU may manage referrals through, but not limited to, the following methods:

- Training of designated staff
- Use of the state's CalJobsSM system
- A portal listing the respective programs and contacts for each AJCC system partner
- County 211 Referral System

WDACS, with direction from the WDB and input from all Parties to this MOU, will develop a web-based system for referrals through which on-site and off-site referrals can be tracked to and from any of the Los Angeles County AJCC system partners. The Parties to this MOU will have access to cross-training for staff to use of the state-mandated CalJOBSSM system. Los Angeles County will provide all Parties to this MOU with access to CalJOBSSM and work with EDD to develop a system for referrals.

AJCCs will provide access to County AJCC system partner's programs through cross-referrals; co-location, or other integration as appropriate, of MOU party staff at AJCCs; post and disseminate printed information and materials on partner services and programs and locations; provide information sessions to shared customers at Los Angeles County AJCC system partner sites.

5.7 Customer Service and Quality Control

Per prior MOU iterations, all Parties had agreed to jointly develop, implement, and regularly evaluate a Customer Service and Quality Control Plan (Plan) for AJCCs to ensure that a high level of service is provided throughout the term of the MOU. This Plan will include a system for on-going and periodic review to ensure quality customer service, quality programs and services, and quality training. Planned and unscheduled visits to AJCCs will be conducted by the Parties to this MOU and records of such visits and inspections will be shared and discussed with AJCC Operators, and written reports provided to all Partners. Reports will be maintained, including the timeliness and status of follow-up or corrective action, if any.

WDACS Directive WIOA WDP D19-42, Los Angeles County America's Job Centers of California Individual Customer Satisfaction Survey Policy and Procedures Directive²

² WDACS Bulletins and Directives, <https://workforce.lacounty.gov/wdp-d19-42/>

AJCCs will provide surveys for customers and employers to complete online and at all AJCCs to evaluate the quality of services. Quarterly reports on customer satisfaction survey results will be provided to all Los Angeles County AJCC system partners.

5.8 Shared Costs

5.8.1 Partner Agreement to Cost Allocation Methodology

By signing this MOU, all Parties agree to the cost allocation methodology for infrastructure cost sharing as set forth in the section titled Infrastructure Cost Allocation (IFA) Methodology. While both Co-located and Non-Co-located Partners agree to the cost allocation methodology, the requirement to contribute to infrastructure costs, at this time, only applies to: those Partners that are physically co-located in a Comprehensive AJCC³; and those that act as local program administrators for mandated partner programs and fund subcontractors or sub-recipients which have a physical presence in an AJCC.⁴

5.8.1.1 Assurances

All Non-Co-located Partners to this MOU agree to renegotiate the infrastructure cost-sharing agreement to include their proportionate share of infrastructure costs—whether it will be provided through cash, non-cash (in-kind), and/or third party in kind contributions—as soon as sufficient data are available to make such a determination. All Non-Co-located Partners will have the opportunity to review the State provided data and methodology and should prepare to engage in negotiations to pay their proportionate share of infrastructure costs based on proportionate benefits received. The level of support must be reasonable, necessary, allowable, and allocable according to WIOA and each Partner’s funding source. Costs will be negotiated based on data and regulations provided by the State, directives issued by Partners’ funding sources, and locally agreed upon methodologies for cost allocation and definition of benefit.

5.8.2 Infrastructure Cost Allocation (IFA) Methodology

The WDB and Co-located Partners agree to employ space use by square footage (the proportion of a Partner’s occupancy percentage) as the cost allocation methodology to determine the proportionate share of infrastructure costs for each Co-located Partner. The methodology will apply the ratio of space usage by a Partner over the entire space of the site occupied by all Partners to the infrastructure costs of the AJCC to determine the share of the given Partner’s cost.

The L.A. County AJCC system will have multiple sites which will require infrastructure cost sharing. Depending on the site, rents and leases may include or exclude maintenance, utilities, custodial and security services, technology to facilitate access to AJCCs, and equipment. In instances where some infrastructure costs are not included in rents and leases, the same methodology will apply to those costs unless a Partner has specific utility, technology, equipment, and/or furniture needs. For such specific needs, the Partner will be fully responsible for the additional retail or actual cost of such items. The usage of space will be reviewed and reconciled against actual costs at least quarterly and updated, if needed.

³ EDD Directive on WIOA MOUs, http://www.edd.ca.gov/Jobs_and_Training/pubs/wsd18-12.pdf

⁴ EDD WIOA FAQ on Memorandums of Understanding, http://www.edd.ca.gov/Jobs_and_Training/WIOA_FAQs.htm

5.8.1 Initial Proportionate Share

See Attachment B

5.8.1 Contribution Types

If contributing to infrastructure costs, Partners may provide cash, non-cash (in-kind), and third-party in-kind contributions to cover their share of infrastructure costs. In-kind contributions cannot be used to fund non-infrastructure costs (such as personnel) and must be valued consistent with Uniform Guidance Section 200.306 to ensure such contributions are fairly evaluated and qualify for the Partner's proportionate share.

If third-party in-kind contributions are made to support the AJCC (such as facility space), that contribution will not count toward the AJCC Partner's proportionate amounts. Rather, it will be applied to the overall infrastructure costs and thereby reduce the contribution required for all AJCC partners.

5.8.1 Infrastructure Budget

The Parties have chosen to develop a consolidated infrastructure budget for all AJCCs in the County system.

See Attachment A

5.8.1.1 Comprehensive AJCCs

Antelope Valley Comprehensive AJCC

Address: 1420 W. Ave. I, Lancaster, CA 93534

Co-located Partners: WIOA Title I: WDACS
WIOA Title III: EDD
WIOA Title IV: DOR

East Los Angeles/West San Gabriel Valley Comprehensive AJCC

Address: 5301 Whittier Blvd, 2nd Floor, Los Angeles, CA 90022

Co-located Partners: WIOA Title I: WDACS
WIOA Title I Job Corps (MTC)
WIOA Title II: New Opportunities Organization
WIOA Title III: EDD
WIOA Title IV: DOR

East San Gabriel Valley Comprehensive AJCC

Address: 14101 E. Nelson Ave. La Puente, CA 91746

Co-located Partners: WIOA Title I: WDACS
WIOA Title I Job Corps (MTC)
WIOA Title III: EDD
WIOA Title IV: DOR

Pomona Valley Comprehensive AJCC

Address: 264 East Monterey Avenue, Pomona, CA 91767

Co-located Partners: WIOA Title I: WDACS
WIOA Title I Job Corps (MTC)
WIOA Title III: EDD

WIOA Title IV: DOR

Rancho Dominguez Comprehensive AJCC

Address: 2909 E. Pacific Commerce Dr, Compton, CA 90221

Co-located Partners: WIOA Title I: WDACS

WIOA Title III: EDD

WIOA Title IV: DOR

Other: Five Keys

Rio Hondo Comprehensive AJCC

Address: 10400 Pioneer Blvd, Suite 9, Santa Fe Springs, CA 90670

Co-located Partners: WIOA Title I: WDACS

WIOA Title IV: DOR

Southeast Los Angeles Comprehensive AJCC

Address: 2677 Zoe Ave, 2nd Floor, Huntington Park, CA 90255

Co-located Partners: WIOA Title I: WDACS

WIOA Title I Job Corps (MTC)

WIOA Title III: EDD

WIOA Title IV: DOR

Other: Five Keys

5.8.1.2 Affiliate AJCCs

Alhambra Affiliate (East Los Angeles/West San Gabriel Valley AJCC)

Address: 2550 West Main Street, Alhambra, CA

Co-located Partners: Other: Catholic Charities of Los Angeles (AYE)

Baldwin Park Affiliate (East San Gabriel Valley Comprehensive AJCC)

Address: Baldwin Park Adult School, ACT Center

4640 Maine Ave. Baldwin Park, CA 91706

Co-located Partners: **TBD**

Palmdale Affiliate (Antelope Valley Comprehensive AJCC)

Address: 38510 Sierra Highway, Palmdale, CA 93550

Co-located Partners: **TBD**

Slawson Affiliate (Southeast Los Angeles Comprehensive AJCC)

Address: Richard N. Slawson Southeast Occupation Center

5500 Rickenbacker Rd. Bell, CA 90201

Co-located Partners: **TBD**

West Covina Affiliate (Pomona Valley Comprehensive AJCC)

Address: 933 South Glendora Avenue, West Covina, CA 91790

Co-located Partners: **TBD**

Willowbrook Affiliate (Rio Hondo Comprehensive AJCC)

Address: 11737 Wilmington Ave. Los Angeles, CA 90059

Co-located Partners: **TBD**

5.8.1.3 Specialized AJCCs

Veterans AJCC

Address: Bob Hope Patriotic Hall
1816 South Figueroa Street, Los Angeles, CA 90015
Co-located Partners: **TBD**

East LA College Main Campus AJCC*

Address: 1301 Avenida Cesar Chavez, Monterey Park, CA 91754

East LA College South Gate Campus AJCC*

Address: 2340 Firestone Blvd, South Gate, CA 90280

*Fully Funded by California Community Colleges Chancellor's Office Strong Workforce Program

5.8.1.4 Additional AJCCs

Northeast San Fernando Valley AJCC

Address: 12502 Van Nuys Blvd. Pacoima, CA 91331
Co-located Partners: WIOA Title I: WDACS
WIOA Title I: City of Los Angeles

Santa Clarita AJCC

Address: 20730 Soledad St. Santa Clarita, CA 91351
Co-located Partners: WIOA Title I: WDACS
Other: Los Angeles County Office of Education

South Los Angeles AJCC

Address: Los Angeles Southwest College, CTE Building, Room 115
1600 W. Imperial Hwy. Los Angeles, CA 90047
Co-located Partners: WIOA Title I: WDACS
WIOA Title I: City of Los Angeles

West Los Angeles AJCC

Address: 5446 Sepulveda Blvd. Culver City, CA 90230
Co-located Partners: WIOA Title I: WDACS

5.8.2 Partner Agreement to Share Other One-Stop System Costs

Partners understand that while only Co-located Partners share infrastructure costs, at this time, all Partners must share Other System Costs through contributions outlined in the Consolidated Budget for the Delivery of Applicable Career Services and Other System Costs (Attachment D). By signing this MOU, all Partners agree to share Other System Costs. Partners agree that when sufficient data are available, all Non-Co-located Partners will have the opportunity to review the State provided data, and once benefits are agreed upon, they will agree to renegotiate Other System Costs, if needed and appropriate.

5.8.3 Sharing of Other System Costs

In compliance with WIOA Joint Rule Section 678.760, Partners must use portion of their funds made available to them under their authorizing federal statute to pay for other system costs

required for the delivery of services and operation of the One-Stop delivery system, such as initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referral to other AJCC System Partners, and business services. These costs will be shared with Co-located, as well as all other Non-Co-located Partners.

Other System Costs may be shared through cash, non-cash, or third-party in-kind contributions.

These costs will be allocable to each partner based on proportion of benefit received by each partner's program, to be determined. If available, participant data may be used to determine the level of benefit to the program of each partner.

5.8.4 Career Services Applicable to Partners

See Attachment C

5.8.5 Consolidated Budget for the Delivery of Applicable Career Services and Other System Costs

Costs included in this section represent partner contributions to the Los Angeles County Workforce Development System, overall, and thus exceed the costs required solely for the operations of the County's network of AJCCs and the delivery of services offered through the AJCC System.

See Attachment D

5.9 Reemployment Services and Eligibility Assessment Program (RESEA) Amendment

The EDD and WDB agree to provide Reemployment Services and Eligibility Assessments (RESEA) and specific related services to selected Unemployment Insurance (UI) claimants being served at Los Angeles County AJCCs. This provision ensures that the necessary partners commit to providing reemployment services at One-Stop Centers as required by the Department of Labor.

The EDD and WDB agree to coordinate reemployment service needs to provide, at a minimum, the following services:

- Orientation to help claimants access career services offered by the AJCC through the resource room or virtually, with particular emphasis on accessing available labor market and career information.
- Registration with CalJOBSSM, the state's online labor exchange resource that helps job seekers (and employers) navigate California's workforce services.
- Referrals to appropriate career services offered through the AJCC, such as workshops targeted to assist with resume writing and interviewing techniques, self-assessments, education and training information, networking services, career exploration, and online job and occupations resources.
- Support in the development of the claimant's individual reemployment plan that must include: work search activities, provision of labor market information, appropriate workshops on topics such as resume writing and job search strategies if needed, and/or approved training.

5.10 Access for Individuals with Barriers to Employment

Los Angeles County's AJCC system is an access point to workforce development, education, and training programs for individuals with barriers to employment. Accordingly, all Parties agree to ensure that all sites where workforce development services are delivered are accessible by transportation. Individuals with barriers to employment include: low-income, individuals on public assistance, limited English speaking; basic skills deficient, unemployment insurance claimants, Veterans and their eligible spouses, homeless, foster youth; probation youth, persons with disabilities, re-entry and Prop 47 beneficiaries with reclassified sentences.

Los Angeles County's workforce development system includes a dedicated Veteran's AJCC to ensure tailored and culturally sensitive strategies are developed and implemented; and a Jail based AJCC to provide pre-release employment and training services and referrals for this high priority populations with significant barriers to employment.

100% of WIOA Youth funding is dedicated to older, disconnected out-of-school youth. WIOA Youth services are integrated with WIOA adult services. This allows youth age 18 -24 to have access to a continuum of services and support from both the adult and youth programs, as appropriate and allowable.

A specialized job center for Veterans, and one that provides pre-release employment services to Incarcerated Individuals, leverage WIOA and non-WIOA resources to increase access to tailored services to these high priority individuals with barriers to employment.

The Parties to this MOU agree to identify new and innovative access points to increase access for individuals with barriers to employment such as, but not limited to, libraries, community colleges, adult schools, literacy programs, parks and community centers.

The Parties also agree to identify, lead, and participate in training and cross-training designed to increase awareness and understanding of individuals with barriers to employment.

5.11 Shared Technology and System Security

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection. To support the use of these tools, the Parties to this MOU agree to the following:

- Compliance with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act and any other appropriate requirements
- Commitment to sharing information on shared customers and shared services to the extent allowable under relevant governing legislation and confidentiality requirements
- Maintenance of records of AJCC customers or partners (e.g., applications, eligibility and referral records, individual records related to services provided under this MOU in the strictest confidence and use of them solely for purposes directly related to such services)
- Development of technological enhancements that allow the appropriate interface of common information needs
- Commitment to the provision of system security as agreed upon by all partners

Los Angeles County will maximize appropriate features of the State's CalJOBS system to implement data and demand driven initiatives to improve employment outcomes for high-growth industries and priority populations. CalJOBS is a State system and access will be increased from community centers, and libraries to allow participants to gain access to information about the local labor market, in-demand occupations and employment opportunity. WDACS will allow the use of CalJOBS as the singular system for the data collection and the reporting of WIOA participant performance.

The Parties to this MOU agree to adhere to Department of Labor requirements in the handling and protection of all protected Personally Identifiable Information (PII). Protected PII is information that if disclosed could result in harm to the individual whose name or identity is linked to that information. Examples of protected PII include, but are not limited to, social security numbers, credit card numbers, bank account numbers, home telephone numbers, age, birthdate, marital status, spouse name, educational history, biometric identifiers (fingerprints, voiceprints, iris scans, etc.), medical history, financial information, and computer passwords.

The Los Angeles County's AJCC Workforce Development System may have in their possession large quantities of protected PII relating to their organization and staff; partner organizations and their staff; and individual program participants. This information is generally found in on-line systems, personnel files, participant data sets, performance reports, program evaluations, grant and contract files and other sources.

All Parties to this MOU agree to designate staff to attend and receive training on shared technology and system security and sign an acknowledgment of responsibility in regard to DOL Funded data systems and protected PII.

6. Dispute Resolution

The Parties to this MOU agree to try to resolve policy or practice disputes at the lowest level, starting with the AJCC site supervisor(s) and staff. If issues cannot be resolved at this level, they will be referred to the management staff of the respective staff employer for discussion and resolution. Should informal efforts at resolution fail, either party may file a formal grievance in accordance with Los Angeles County's grievance procedures. All the Parties to this MOU agree to be bound by the final determination resulting from that proceeding.

6.1 Process Used to Reach Consensus

The WDB will convene quarterly MOU meetings at a system level. local AJCC level meetings at the Comprehensive AJCC that serves as a Partner's local host, when co-located, or at its primary local AJCC partner, when not co-located, as designated by WDB and WDACS based on regional proximity. The primary function of these local quarterly AJCC meetings will be to serve as a regular forum for local AJCC Partners to discuss, vote on, and resolve common issues or disputes. The voting process can only be used if the decision is clear of regulatory violations; no decision made by the Partners can violate the requirements of another Partner. Any issues being voted on at a quarterly AJCC meeting will be posted as part of the meeting agenda and announced to regional Partners by the AJCC Operator at least two (2) weeks in advance. If a Partner is not able to participate in a meeting, it may vote via proxy by submitting a written vote to the AJCC Operator prior to the meeting or on the day of the meeting. For a vote to take place, there must be a quorum (at least 51%) of Partners present at the meeting, which includes Partners voting via proxy. An email vote may be called, with no less than three (3) business days' notice and at the request

of a Partner or the AJCC, if there is an issue that requires immediate action or to facilitate the participation of all local Partners. When a call for votes via email is announced, balloting instructions will be included as part of the formal correspondence.

Throughout the development of this MOU, the Los Angeles County WDB took deliberate steps to include Partners in the review process of the final document to ensure that it reflected the current state of agreements by all the Partners as accurately possible. The Los Angeles County WDB and WDACS organized five (5) MOU convenings, several one-on-one meetings with Core Mandated Partners from November 18, 2019, to September 1, 2020. A draft of the MOU was distributed to all Partners for review on August 14, 2020, and open to Partner feedback through August 21, 2020. No Partner feedback was submitted to the WDB, so the final draft of the MOU was produced and shared with Partners via email and published on the MOU project website on August 28, 2020.

6.2 Process to Resolve Issues when Consensus Cannot be Reached

If consensus cannot be reached at a quarterly meeting, or if the issue is specific to a particular partner, or subset of partners, that partner or group of partners will agree to work in a cooperative manner with the AJCC to resolve the issue.

If an issue cannot be resolved at the local AJCC level, the issue will be brought to the attention of the Executive Director of the WDB who will attempt to mediate the dispute or disagreement with the particular Partner or subset of Partners involved in the dispute or disagreement.

6.3 WIOA Grievances and Complaints Procedure

Filing a WIOA violation grievance or complaint is outlined by WDACS Directive WIOA WDP19-35, *Equal Opportunity and Grievance and Complaint Procedures*⁵, which fully outlines the County's procedures for any WIOA related grievances and complaints and should be referenced as the governing document for these types of matters.

Formal grievances or complaints on alleged WIOA violations should be filed in writing and mailed to WDACS, 3175 W 6th Street, Los Angeles, CA 90020; Attention: WIOA Grievance Officer, with a copy to the WDB at same address.

7. Process for Periodic Modification and Review

WDACS, with direction from the WDB, is responsible for ensuring that all AJCC infrastructure costs are paid according to the provisions of this MOU and will undertake the reconciliation processes outlined herein to remedy any issues or discrepancies. WDACS will review the MOU budgets at a minimum of once a year and a progress report based on fourth quarter year-to-date expenses will be made available to all Partners before the annual review to serve as the basis for any proposed modifications or amendments. Los Angeles County AJCC Operators may act as liaisons between WDACS and AJCC System Partners to review and evaluate the MOU budgets during the annual review period or whenever there is an urgent need to modify or amend a budget.

⁵ WDACS Bulletins and Directives, <https://workforce.lacounty.gov/wdp-D19-35>

Co-located Partner contributions, regardless of the type, will be reconciled by WDACS at least once a quarter, comparing expenses incurred to relative benefits received. The reconciliation process is necessary to ensure that the proportionate share each co-located Partner is contributing remain consistent, up-to-date, and in compliance with the cost methodologies and terms outlined in this MOU.

8. Miscellaneous

8.1 Confidentiality

The Parties to this MOU agree to the following:

- To comply with any and all applicable laws, including but not limited to the provisions of WIOA, as well as the applicable sections of the California Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, and any other applicable regulation and requirement to assure the protection of confidential or private customer/client information.
- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, will be confidential and will not be open to examination for any purpose not directly connected with the delivery of such services.
- To abide by the existing Los Angeles County Workforce Development Board policy on the Protection of Personally Identifiable Information, which can be found on the Workforce Development Board website.
- No person will publish, disclose, use, or permit, cause to be published, disclosed or used, any confidential information pertaining to AJCC applicants, participants, or customers unless a specific release is voluntarily signed by the participant or customer.
- To abide by the current confidentiality provisions of the respective statutes to which the AJCC system partners must adhere and will share information necessary for the administration of the program as allowed under law and regulation.

8.2 Non-Discrimination and Equal Opportunity

The Parties to this MOU will not unlawfully discriminate, harass or allow harassment against any AJCC applicant, registrant, eligible applicant or registrant, participant, terminatee, employee, or applicant for employment due to race, color, religion, sex (including pregnancy, child birth and related medical conditions, transgender status, and gender identity), sexual orientation, national origin, ancestry, age, physical or mental disability, political affiliation or belief, citizenship, English proficiency, veteran status, medical condition(s), marital status; and/or participation in a WIOA Title I-financially assisted program or activity. All Parties agree to comply fully with the nondiscrimination and equal opportunity provisions of WIOA.

8.3 Americans with Disabilities Act

The Parties to this MOU agree to ensure that the policies and procedures, as well as the programs and services provided at AJCCs, are in compliance with the ADA and its amendments. Additionally, partners agree to fully comply with provisions of WIOA, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the of Education Amendments of 1972, 29 CFR Part 37 and all other regulations implementing the aforementioned laws.

The Parties to this MOU will assure compliance with the Americans with Disabilities Act (ADA) of 1990 and its amendments, which prohibit discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the ADA Act.

8.4 Website Compliance

The Parties to this MOU also agree to abide by the accessibility requirements set forth in Titles II and III of the ADA as they apply to websites of governmental entities, publicly-funded social service agencies, educational institutions, non-profit organizations, and private entities that offer online access to public goods, programs, and services. The Parties agree to not discriminate individuals on the basis of disability in the full and equal enjoyment of public facilities or places of public accommodations, whether they be physical or virtual. Parties with inaccessible websites (e.g. websites that do not provide accessible content, features and/or elements for individuals with visual impairments) may meet their legal obligations under the ADA by providing alternative means to access programs or services, such as a staffed telephone information line.

8.5 Seismic Compliance

The Parties also agree that all AJCC sites will comply with California ADA and seismic certification requirements.

8.6 Press Releases and Communications

Participation in media communications by each Party to this MOU will be determined by each Party's designated communications or public relations representative. The Parties to this MOU acknowledge the workforce development system and Job Centers funded by the County of Los Angeles are uniformly branded as Los Angeles County America's Job Centers of California, or L.A. County AJCC.

9. Modifications and Revisions

This MOU constitutes the entire agreement between the Parties hereto and no oral understanding not incorporated herein will be binding on any of the Parties. This MOU may be modified, altered, or revised, as necessary, by mutual consent of the Parties hereto by the issuance of a written amendment, signed and dated by the Parties.

10. Termination

The Parties to this MOU understand that implementation of the County's AJCC System is dependent on the good faith effort of every partner to work together to improve services to the community. The Parties also agree that this is a project in which different ways of working together and providing services are utilized. In the event that it becomes necessary for one (1) or more of the Parties to cease being a party to this MOU, said entity will notify the other Parties to this MOU in writing 30 days in advance of the need to cease being a Partner under this MOU.

11. Assignment

Except as otherwise provided in this MOU, the rights and duties of each Partner, as outlined in this agreement, may not be assigned or delegated without the advance written consent of the WDB, and any attempt to assign or delegate such rights or duties in contravention of this

section shall be null and void. This MOU shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

12. Execution in Parts or Counterparts

This MOU may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the Party hereto. Facsimile or electronic signatures shall be binding.

13. Hold Harmless/Indemnification/Liability

In accordance with provisions of Section 895.4 of the California Government Code, each Party to this MOU hereby agrees to indemnify, defend and hold harmless all other Parties identified in this MOU from and against any and all claims, demands, damages and costs arising out of, or resulting from, any acts or omissions that arise from the performance of the obligations by such indemnifying Party pursuant to this MOU. In addition, except for Departments of the State of California that cannot provide for indemnification of court costs and attorneys' fees under the indemnification policy of the State of California, all other Parties to this MOU agree to indemnify, defend and hold harmless each other from and against all court costs and attorneys' fees arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying Party pursuant to this MOU. It is understood and agreed that all indemnity provided herein will survive the termination of this MOU.

14. Severability

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU will remain in force.

(MOU continued on next page)

15. Authority and Signature

The individuals signing for each AJCC System Partner below certify that they have the legal authority to commit the Party they represent to the terms of this MOU. Their signatures certify understanding of the terms outlined herein and agreement with:

- Infrastructure Funding Agreement (Section 5.8)
- Partner Agreement to Share Other One-Stop System Costs (Section 5.8)
- Infrastructure Budget (Attachment A)
- Initial Allocation of Proportionate Share of Infrastructure Costs for Colocated Partners (Attachment B)
- Summary of Career Services Applicable to One-Stop Delivery System Partner (Attachment C)
- Consolidated Budget for the Delivery of Applicable Career Services and Other System Costs (Attachment D)

The individuals signing below understand that this MOU may be executed in counterparts, each being an original, and that this MOU expires either on June 30, 2023 or upon amendment, modification, or termination, whichever occurs earlier.

Kathryn Barger
Chair, Los Angeles County Board of Supervisors

Date

New CHAIR
Chair, Los Angeles County Workforce Development Board

Date

LOS ANGELES COUNTY ROADMAP TO ECONOMIC RECOVERY

Los Angeles County Workforce Development, Aging and
Community Services (WDACS)

September 17, 2020



wdacs
workforce development
aging & community services

Directive from LA County Board of Supervisors

Approved in Roadmap to Economic
Recovery at meeting of April 28, 2020

WDACS TASKED WITH DEVELOPING AND IMPLEMENTING LA COUNTY WORKS INITIATIVE

Develop and implement the **Los Angeles County Works Initiative** to support a return to full employment that includes:

1. Partnerships to identify worker retraining, apprenticeship opportunities, and job placement.
2. Pipeline of skilled, work-ready individuals for priority reemployment in high-growth industry clusters
3. Partnerships between the public workforce system and employers
4. Options to restructure the AJCC system along with streamlining County economic and development programs

Engagement Strategy to Develop LAC Works Initiative

Industry focus groups, business survey, WDB

WDACS ENGAGEMENT STRATEGY

- **Convened** with employers in five (5) industries:



Infrastructure



Aerospace



Trade and Logistics



Healthcare



Social Enterprises/Nonprofits/Philanthropy

- **Surveyed** the business community - 1900 responses
- **Engaged** County Workforce Development Board

KEY TAKEAWAYS FROM BUSINESS ENGAGEMENT

Top Four (5) Business Needs

Cash Flow

Commercial
Lease/Rental
Assistance

Accessing PPE

Expedited
permitting and
entitlement
processes

Childcare for
employees

Top Five (5) County Services Requested

Subsidized Wages

Tax Credits

Support with
Obtaining PPE

Reduced permit
fees, Permit
ombudsman

Access to
childcare

Recommendations to Support a Return to Full Employment

Based on Employer Feedback, Existing
Policies & Programs

1. OUTREACH TO BUSINESSES & WORKERS

TO ENSURE COMPLIANCE WITH COVID-19 WORKER SAFETY & PROTECTION PROTOCOLS

- *Safer at Work* public information campaign
- Ongoing coordination with DPH on public health order trainings and technical assistance



2. COORDINATED SUPPLY OF PPE & TESTING

TO HELP SMALL BUSINESSES, PROTECT WORKERS & INSTILL CONSUMER CONFIDENCE

- Cross-departmental collaboration on PPE funding & distribution
- Updates to PPE vendor list
- Leveraging County purchasing power
- Direct PPE via CARES funding



3. SECTOR-BASED APPROACH TO ECONOMIC & WORKFORCE DEVELOPMENT

TO MEET NEEDS OF INDUSTRY

- Explore “one-stop”, sector-based incubators across the County to prepare workers and expand industry opportunities
- Continued employer engagement, by sector, as done in LA County Works initiative convenings



4. BUILD UPON COORDINATION WITH TRAINING PARTNERS & EMPLOYERS

TO STRENGTHEN EMPLOYMENT PIPELINES FOR RESIDENTS

- Expanding on collaboration with community colleges to strengthen the alignment of career and technical education training programs
- Leveraging labor partnerships



5. CHILDCARE SERVICES

TO EXPAND ACCESS LEVERAGING COUNTY RESOURCES

- Grant funding for small businesses to cover employee childcare needs
- Expansion of re-employment opportunities and career pathways for childcare professionals



6. DECREASE THE DIGITAL DIVIDE

TO EXPAND ACCESS TO BROADBAND & CREATE JOBS

- WDACS is actively partnering with County infrastructure companies and Infrastructure LA
- Libraries launched program to lend laptops & mobile Wi-Fi hotspots, as well as provide free printing
- ISD, CIO, Library and other County departments working to expand the Wi-Fi footprint at our community and senior centers and libraries



7. STREAMLINE ZONING & PERMITTING PROCESSES

TO SPUR JOB CREATION

- Explore how to leverage special zoning areas – Employment Protection Districts
- Use equity tools such as CalEnviroScreen 3.0, DRP’s Equity Indicators Tool, and Portrait of Los Angeles



8. LEVERAGE POSITION AS A MARKET PARTICIPANT

TO CREATE EMPLOYMENT OPPORTUNITIES

- Review of contracting/purchasing processes to further equity goals
- Identify legislative opportunities around hiring individuals from various priority populations



OPPORTUNITIES FOR BOARD ACTION

WDACS identified several areas that may require additional Board action, County investment and interdepartmental coordination to fully address concerns and issues raised by industry voices:

1. **Childcare:** affordable childcare to support workers, particularly for essential workers
2. **Digital Divide:** expanding investment to build out the County-fiber-optic network to create jobs and close the achievement gap that lower income communities are currently experiencing with the pandemic
3. **Land Use:** To streamline the approval process for certain development projects, the County could consider adopting a by-right approval process consistent with a Board-adopted set of rules and priorities
4. **County as a Market Participant:** County should leverage its purchasing power to promote diversity, equity, inclusion and local workforce opportunities

NEXT STEPS

Addressing employer recommendations through the deployment of the County Employer Assistance Grant Fund using CARES Act funding

Pandemic Compliance

Social Impact Fund

Working with Regional Planning, DCBA, and LACDA to intentionally review County's land use authority to spur equitable economic development and job creation

Working to inform economic recovery policy at State and Federal level in light of key takeaways



Questions?