

Resource Sharing Agreement

Between

**El Dorado County Department of Human Services
Community Action Agency Division**

And

El Dorado County Job One

This agreement is made and entered into by and between the El Dorado County Department of Human Services (COUNTY) and the El Dorado County Job One non profit agency (Job One) as OneStop partners in the delivery of services for persons in El Dorado County.

I. BACKGROUND AND OBJECTIVES

WHEREAS, the Governing Body of the Golden Sierra Consortium approved the Business Plan of El Dorado County Department of Human Services for implementation of workforce investment activities in El Dorado and Alpine Counties, and

WHEREAS, the Department of Human Services has established a Business Plan identifying partner's to the local operations of the workforce investment activities, and

WHEREAS, is it to the benefit of the general public that the parties to this Resource Sharing Agreement cooperate in sharing services in order to provide the most comprehensive one stop resource center to the community.

II. PURPOSE

The purpose of this Resource Sharing Agreement, hereinafter referred to as Agreement, is to establish a cooperative working relationship among the parties and to define resources of interested parties with respect to continuation of an integrated, expanded OneStop Career Center Delivery System.

All parties shall understand that a quality OneStop Career Center Delivery System is dependent on everyone's good faith effort to work together to improve services to the community. The parties shall also agree that this is a project where different ways of working together and providing services are being continued and improved.

III. TERM OF AGREEMENT

This Agreement shall be effective upon execution by all parties and shall remain in effect until terminated by the repeal of the Workforce Investment Act of 1998 (WIA), or in accordance with the following:

In the event that it becomes necessary for a party to cease being a part of this Agreement, said party shall notify the other parties, in writing, 60 days in advance of that intention. The other parties to this Agreement shall then determine how to replace or offset the loss of participation and resources to the OneStop Career Center.

IV. MODIFICATION

This AGREEMENT may be modified, altered or revised as necessary, by mutual consent of all parties, by the issuance of a written amendment, signed and dated by all parties.

Any party to this AGREEMENT may modify/terminate this AGREEMENT as it applies to any specific OneStop partner at any time if the designation, funding, program operation or other factors have changed the status of the partner sufficiently that they no longer qualify as a partner.

If any provision of this Resource Sharing Agreement is held invalid or otherwise stricken, the remainder of this AGREEMENT shall remain in full force and effect.

V. MUTUAL AGREEMENTS

It is mutually and understood by and among the parties that:

A. The one stop Vision is built upon four guiding principles, which are the essence of a OneStop Career Center Delivery System and cannot be accomplished without partnerships based on trust, cooperation and collaboration. The four principles that guide the OneStop Career Center Delivery System are:

1. **Integration:** offering as many employment, training and education services to employers and to individuals seeking jobs or wishing to enhance their job skills as possible.
2. **Comprehensive Focus:** offering a large array of useful information with easy access to needed services.
3. **Customer Focus:** fostering the ability to support "informed choice" by providing a means for customers to judge the quality of the services offered in the OneStop Career Centers.

4. **Performance Based:** requiring clear outcomes to be achieved, where the methods for measuring the agreed-upon outcomes (including customer satisfaction) are identified.

B. This AGREEMENT shall be governed by, and interpreted in accordance with, the laws of the federal government and the State of California.

VI. AGREEMENTS

A. Parties to this Resource Sharing Agreement agree jointly to share services described herein within the scope of legislative requirements governing the parties' respective programs, services and agencies. All parties agree to:

1. Participate in good faith in routine partner meetings devoted to the planning, evaluation and continuous improvement of all the programs and services provided through the One Stop Career Center.
2. Assist and support the coordinated delivery of core services through the OneStop Career Center.
3. Assist in the development and utilization of a OneStop customer friendly referral system within the OneStop Career Center as well as to those services that are not provided directly through the OneStop.
4. Acknowledge and respect the individual identity of each of the partners, while actively and continually pursuing a coordination of effort among the partners to provide seamless service delivery to the One Stop Career Center customers.
5. Participate in the development and/or continued improvement of a coordinated employer services marketing program.
6. Share data, information and resources that will enhance services to customers and the one stop system.
7. Maintain flexible operating hours in the OneStop Career Center which may include evening and weekend hours, as appropriate, for the services delivered and the communities served.

B. El Dorado County Department of Human Services Community Action Agency Division agrees to:

1. Contribute information and printed materials necessary for OneStop Center staff to actively participate in the delivery of local OneStop programs and services.
2. Provide outreach, recruitment, intake and orientation activities.
3. Provide labor market information and information on job vacancies.
4. Provide information on local and regional training providers.
5. Provide information on community support services.
6. Contribute to the costs of the OneStop services provided and the overall operating costs of the OneStop Career Center, more specifically described as:
 - a. Use of copy machine for Job one in the Staff location including paper supplies, use of copy machine in Resource Room for employers including paper supplies;
 - b. Use of office space for Job One staff;
 - c. Maintenance of phones on behalf of Job One;

C. Job One Agency agrees to:

1. Job One staff will be collocated at the Placerville JOB ONE OneStop Employment Resource Center. Upon execution of this AGREEMENT by all parties, 2 Representatives are collocated.
2. Contribute to the costs of the OneStop services provided and the overall operating costs to the OneStop Career Center as the master lease holder to all partners co-located at the One Stop.
3. Integrate service to the extent possible in bringing together resources of program, staff and funding to provide operation through a "single service delivery system" as required under the Workforce Investment Act.
4. Participate in the provision of the following core services to employers:
 - a. Directory of services
 - b. Recruitment and referral of qualified job seekers to job openings
 - c. Job service and employment information
 - d. Resource referral
 - e. Labor market information
 - f. Connection to economic development resources
 - g. Rapid response and plant closure assistance

VII. REFERRAL PROCESS/SERVICE EXPECTATIONS

- A. Parties will work together to develop referral procedures among the partners that assure relevant, informed and convenient services for customers, to include:
1. Prompt and courteous assistance by professional staff.
 2. Client-initiated, self-directed referrals.
 3. A variety of referral methods, including in-person, telephone, Internet and hard copy forms.
 4. Minimum waiting time, road blocks and service delivery destination for customer receipt of assistance.
 5. Tracking of referrals. and
 6. A routine OneStop Career Center referral/tracking report; and

VIII. IDENTITY

The OneStop Career Center will have signage distinctive to the partnership and will also identify each partner in a fashion visible to the public. Physical signage shall be agreed upon by all participating partners and shall be paid for by all participating partners. Public information products shall reflect all invested partners, as agreed to by the partners.

IX. GOVERNANCE

Pursuant to the Workforce Investment Act (WIA) at Unemployment Insurance Code Section 117 (d) (4), El Dorado County Human Services Community Action Agency shall conduct planning and oversight for the JOB One OneStop delivery system in El Dorado and Alpine Counties. Human Services will promote and support the coordination and non-duplication of workforce development services of all system partners, promote customer choice and satisfaction for internal and external customers of the system, remove external barriers which impede progress and performance, and facilitate the development of local OneStop governance policies and procedures, based on the principle of mutual consent among the partners.

The invested partners at the OneStop Career Center, in conjunction with the OneStop Operator, are responsible for day-to-day operation of the OneStop Career Center. The managers, or their designees, of each partner agency serve as an operations team to ensure that the systems and policies meet the needs of job seekers and employers.

Functions of the operations team may include:

1. Identification of services to be provided at the OneStop Career Centers.
2. Identification of processes that should be standardized throughout the system.
3. Resolution of shared systems issues.
4. Transfer of best practices into standardized policies and procedures.
5. Providing a "reality check" to ensure that customers are well served by the policies and procedures adopted.
6. Acting as a quality council for continuous one-stop process improvement.
7. Acting as a first review level in the Dispute Resolution and Customer Complaint Resolution process.

Decisions are reached through a consensus process. The operations team may request technical assistance or information from the OneStop Operator, partner agencies or from the local Workforce Investment Board.

Membership on the operations team consists of managers, or their designees, from each invested partner.

Operations team meetings will be held on a frequency deemed appropriate by the operations team.

X. SUPERVISION

All parties shall maintain operational and fiscal control and responsibility for their staff assigned to the OneStop Career Centers while ensuring that their staff adheres to OneStop Career Center policies and procedures, consistent with federal, state, COUNTY and local partners' rules and procedures.

XI. METHOD OF DISPUTE RESOLUTION

The parties shall first attempt to resolve all disputes informally. Should informal resolution efforts fail, the dispute shall be referred to the operations team for their review and resolution. If the operations team is unable to resolve the issue, the dispute shall be referred in writing to the Director of El Dorado County Human Services (as designated

OneStop Operator). The Director shall issue his/her resolution in writing within ten working days to both parties. If the Director's resolution is not acceptable, the parties may then request in writing that the COUNTY place the dispute on the agenda of the next regular or special meeting of the WIB's Executive Committee. The decision of the Executive Committee shall be final.

XII. CONFIDENTIALITY

Client information shall be shared solely for the purpose of registration, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other party.

XIII. PRESS RELEASES AND COMMUNICATIONS

Each party shall acknowledge the OneStop Career Center when communicating with the press, television, radio or any other form of media regarding the duties or performance under this AGREEMENT. Participation of the parties in press/media presentations will be determined by each party's public relations policies.

XIV. INSURANCE

Each party agrees to maintain in full force and effect during the term of this AGREEMENT and any extension thereof, commercial general liability insurance, or self-insurance, with limits of not less than \$1,000,000 single limit coverage per occurrence for bodily injury, personal injury and property damage. Upon request from either party, the other party shall provide an appropriate certificate evidencing such insurance, or self-insurance, to the requesting party.

XV. INDEMNIFICATION

JOB ONE shall assume the defense of and indemnify and hold harmless COUNTY from and against all actions or claims against COUNTY, its officers, agents or employees from any and all loss, including attorney's fees, incurred by COUNTY by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred as a result of sole or active negligence by the COUNTY, its officers, agents or employees.

COUNTY shall assume defense of and indemnify and hold harmless JOB ONE from and against all actions or claims against JOB ONE, its officers, agents or employees from any and all loss, including attorneys' fees, incurred by JOB ONE by virtue of any damages to any

person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred as a result of sole or active negligence by the JOB ONE, its officers, agents or employees.

It is the intent of the parties that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

Each party shall establish procedures to notify the other party, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. The parties shall use their best efforts to cooperate in the defense of such actions brought by others with respect to the matters covered in this agreement. Nothing set forth in this AGREEMENT shall establish a standard of care for or create any legal rights for any person not a party to this AGREEMENT.

The indemnity provisions of the AGREEMENT shall survive the expiration or earlier termination of this AGREEMENT.

XVI. DISCRIMINATION CLAUSE

- A. Parties to this AGREEMENT shall not unlawfully discriminate, harass or allow harassment against any employee, customer or applicant due to gender, race, color, ancestry, religion, national origin, physical disability, mental disability, medical conditions, age or marital status. Parties shall comply with provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related applicable regulations. Parties shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining agreement or such agreement. Parties to the AGREEMENT shall include non-discrimination and compliance provisions of this clause in all related subcontracts or financial agreements.
- B. Parties shall assure compliance with the Americans with Disabilities Act of 1990 (ADA), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

XVII. NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

JOYCE ALDRICH, PROGRAM MANAGER
DEPARTMENT OF HUMAN SERVICES
COMMUNITY SERVICES DIVISION
3057 BRIW ROAD, SUITE A
PLACERVILLE, CA 95667

or to such other location as the County directs.

Notices to Job One shall be addressed as follows:

Dr. VICKI BARBER, CHAIRMAN
JOB ONE AGENCY
4535 MISSOURI FLAT ROAD, SUITE 1A
PLACERVILLE, CA 95667
ATTN: Gail Saylor, Executive Director

or to such other location as the Job One directs.

XVIII. ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Joyce Aldrich, Program Manager, Human Services Department.

Requesting Contract Administrator Concurrence:

By: Joyce Aldrich Dated: 2/6/08
Joyce Aldrich
Program Manager
Human Services

Requesting Department Head Concurrence:

By: Doug Nowka Dated: 2/19/08
Doug Nowka
Director
Human Services

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be effective date of this Agreement.

--COUNTY OF EL DORADO--

Dated: _____

By: _____
Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

--JOB ONE--

Dated: _____

By: Gail Saylor
El Dorado County Job One
A California Corporation

By: Vicki Barber
Vicki Barber
Chairman of the Board
"Job One"

By: Scott M. Lewis
Corporate Secretary

Dated: March 3, 2008