

**EL DORADO COUNTY BOARD OF SUPERVISORS  
AGENDA ITEM TRANSMITTAL**

**Meeting of**  
August 22, 2006

**AGENDA TITLE:** Contract No. 760321-01 with Golden Sierra Job Training Agency for FY 2006-07 Workforce Investment Act (WIA) Program Activities, Retroactive to and Effective 7/1/06

**DEPARTMENT:** Human Services (CS)

**DEPT SIGNOFF:**

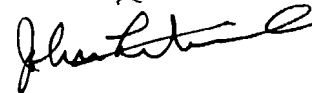
**CAO USE ONLY:**

8/9

**CONTACT:** John Litwinovich

**DATE:** 8/4/2006

**PHONE:** 6163



**DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:**

Human Services, Community Services Division, recommends the Board approve and authorize the Chairman to sign Contract No. 760321-01 with Golden Sierra Job Training Agency (GSJTA), in the amount of \$720,510, for provision of Workforce Investment Act Program job training services by El Dorado County as Area Partner Consortium Operator of the Golden Sierra Job Training Agency Consortium during the term July 1, 2006 through June 30, 2007, and further authorize Department Director John Litwinovich to execute subsequent documents relating to this Contract, including amendments thereto that do not affect the dollar amount or the term and required fiscal and programmatic reports.

**CAO RECOMMENDATIONS:** Recommend approval. Laura J. Keck 8/11/06

Financial impact? ☒ Yes ☐ No

Funding Source: ☐ Gen Fund ☒ Other

**BUDGET SUMMARY:**

Other: Workforce Investment Act Allocation

Total Est. Cost \$720,510.00

**CAO Office Use Only:**

**Funding**

4/5's Vote Required ☐ Yes ☒ No

Budgeted \$720,510.00

Change in Policy ☐ Yes ☒ No

New Funding

New Personnel ☐ Yes ☒ No

Savings\*

**CONCURRENCES:**

Other

Risk Management ☒

Total Funding \$720,510.00

County Counsel ☒

Change in Net County Cost \$0.00

Other

**\*Explain**

**BOARD ACTIONS:**

**Vote:** Unanimous \_\_\_\_\_ Or

**Ayes:**

**Noes:**

**Abstentions:**

**Absent:**

Rev. 5/04 ISKW001 Agenda

**I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors**

**Date:** \_\_\_\_\_

**Attest:** Cindy Keck, Board of Supervisors Clerk

**By:** \_\_\_\_\_



EL DORADO COUNTY  
DEPARTMENT OF HUMAN SERVICES  
John Litwinovich  
Director

August 4, 2006

El Dorado County Board of Supervisors  
330 Fair Lane  
Placerville, California 95667

Members of the Board:

**Title:** Contract No. 760321-01 with Golden Sierra Job Training Agency for FY 2006-07 Workforce Investment Act (WIA) Program Activities, Retroactive to and Effective 7/1/06

**Recommendations:**

Human Services, Community Services Division, recommends the Board approve and authorize the Chairman to sign Contract No. 760321-01 with Golden Sierra Job Training Agency (GSJTA), in the amount of \$720,510, for provision of Workforce Investment Act Program job training services by El Dorado County as Area Partner Consortium Operator of the Golden Sierra Job Training Agency Consortium during the term July 1, 2006 through June 30, 2007, and further authorize Department Director John Litwinovich to execute subsequent documents relating to this Contract, including amendments thereto that do not affect the dollar amount or the term and required fiscal and programmatic reports.

**Reasons for Recommendations:**

On September 7, 2005, the Golden Sierra Governing Board approved establishing El Dorado County as the first Consortium Operator established under the Local Workforce Investment Act Program, effective July 1, 2006. On November 8, 2005, the Board of Supervisors adopted Resolution No. 339-2005 authorizing an Amended and Restated Joint Exercise of Powers Agreement for Golden Sierra Job Training Agency, including a provision giving the JPA the ability to pass El Dorado County's share of funds to the County to enable the County to provide job training services. The Golden Sierra Workforce Investment Board and their Governing Board approved the El Dorado/Alpine County Local Operator Business Plan on April 24, 2006 and April 26, 2006 respectively. On June 20, 2006, the Board of Supervisors approved establishment of a budget and approved Human Services staffing for implementation of Workforce Investment Act Program activities effective July 1, 2006. On June 27, 2006, the Board of Supervisors executed an MOU with GSJTA to allow the County to implement program activities commencing July 1, 2006 and continuing through August 31, 2006 pending development of a contract by GSJTA. In accordance with terms of the MOU, Contract No. 760321-01 with GSJTA supersedes the MOU. As an Area Partner Consortium Operator of the Golden Sierra Job Training Agency Consortium El Dorado County will use the funding allocated under the Contract to provide job training services, leverage additional federal and state funding and help strengthen a "One Stop" system whereby multiple needs of El Dorado and Alpine County unemployed and businesses can be met. County Counsel and Risk Management have approved this Contract, and a copy is on file with the Board Clerk.

**Fiscal Impact:**

This Contract allocates \$720,510 to El Dorado County for provision of Workforce Investment Act Program activities during the term July 1, 2006 through June 30, 2007. Allocated revenues are budgeted and are expected to cover all anticipated Program costs.

**Net County Cost:** Match requirements will be met on an in-kind basis.

**Action to be Taken Following Approval:**

Board Clerk to provide Human Services, Community Services Division with three (3) copies of Contract No. 760321-01 with Golden Sierra Job Training Agency signed by the chairman.

Sincerely,

A handwritten signature in black ink, appearing to read "John Litwinovich", written over a light gray rectangular background.

John Litwinovich  
Director of Human Services

Contract #: 760321-01

Workforce Investment Act of 1991

**CONTRACT ROUTING SHEET** Contract for Service Provision**PROCESSING DEPARTMENT:**③ Department: Human ServicesDept. Contact: Amy HigdonPhone #: 642-4817

Department Head

Signature: [Signature]**CONTRACTOR:**Name: Golden Sierra Job Training AgencyAddress: 11549 F AveAuburn, CA 95603Phone: 530-823-4631**CONTRACTING DEPARTMENT:** [Signature]Compliance with Human Resources Requirements? Yes:      No: XCompliance verified by:                                 ① **COUNTY COUNSEL:** (Must approve all contracts and MOU's)Approved: ✓Disapproved:     Date: 7-14-06By: [Signature]Approved:     Disapproved:     Date:     By:     **RISK MANAGEMENT:** (All contracts and MOU's except boilerplate grant funding agreements)Approved: ✓Disapproved:     Date: 7/17/06By: [Signature]Approved:     Disapproved:     Date:     By:     Approval contingent on receipt of proof of insurance that matches insurance requirements in contract and are with companies with adequate Best's rating.SEE ATTACHED MAIL FROM LARRY COSTELLO

JUL 14 2006

**OTHER APPROVAL** (Specify department(s) participating or directly affected by this contract). Department(s):     Approved:     Disapproved:     Date:     By:     Approved:     Disapproved:     Date:     By:



Larry D Costello/PV/EDC  
08/03/2006 08:27 AM

To Joyce A Aldrich/PV/EDC@TCP  
cc Jasara Bento/PV/EDC@TCP  
bcc  
Subject Golden Sierra Job Training Agency

Joyce,

In regards to my comments on the blue routing sheet for this contract where I stated approval was contingent on proof of insurance, please mark through those comments and continue with your contract process. I misunderstood the services with this contract and now understand that we do not need a certificate of insurance from this contractor. I apologize for any inconvenience this may have caused.

Thank you,  
Larry D. Costello  
El Dorado County  
Risk Management

Contract No. 760321-01

**WORKFORCE INVESTMENT ACT OF 1998  
CONTRACT FOR SERVICE PROVISION****1. PARTIES.**

This Contract is by and between the Golden Sierra Job Training Agency ("GSJTA") and the El Dorado County Human Services Department Community Action Agency representing the El Dorado One Stop Operator Consortia ("CONTRACTOR").

**2. PURPOSE.**

The parties agree to enter into this Contract for the purpose of creating a One-Stop Operator Consortium as prescribed in the Workforce Investment Act of 1998 (WIA or Act) Section 121(d)(2)(A)(ii) to operate as a "single service delivery system under the WIA". This Contract enables the CONTRACTOR to begin WIA operations/activities as of July 1, 2006. The CONTRACTOR agrees to and certifies to the WIB and the Governing Body that the requirements in Section 121(d) and Section 134(c) of the Act will be satisfied. The parties make the commitment to implement and maintain not only the basic provisions of WIA, but also to enact the basic guiding principles of California's One-Stop delivery system. These State Principles are as follows:

- Integrated: offering as many employment, training, and education services as possible for unified customer service;
- Comprehensive: offering its primary customers – employers and job, education, and training seekers – an array of useful information and wide and easy access to needed services;
- Customer Focused: providing a means for customers to judge the quality of these services in order to support informed choice; and
- Performance Based: identify clear outcomes and methods, including customer satisfaction, for measuring the agreed-upon outcomes.
- References: All policies and procedures referenced in this contract are available online at [www.goldensierra.com](http://www.goldensierra.com), [www.doleta.gov](http://www.doleta.gov), [www.edd.gov](http://www.edd.gov) or other appropriate government entity's website.

**3. EXHIBITS. This Contract consists of this page and the exhibits listed below.**

Exhibit A – General Terms and Conditions  
Exhibit B – Statement of Work  
Exhibit C – Budget  
Exhibit D – Performance Measures  
Exhibit E – Intellectual Property Provisions  
Exhibit F – Insurance Requirements  
Exhibit G – Debt Collection Procedures  
Exhibit H – Assurances and Certifications  
Exhibit I – Confidentiality of Client Records  
Exhibit J – WIA Complaints/Grievance Procedures  
Exhibit K – Maintenance of Effort  
Exhibit L – Certification Regarding Lobbying

4. **TERM.** This Contract begins on July 1, 2006 and ends on June 30, 2007 except when necessary and reasonable start-up or closeout activities are authorized elsewhere in this Contract or in writing by GSJTA. The duration of this Contract may be extended in one year (12 calendar month) increments for up to two additional years by written consent of both parties based upon the approval of the WIB One-Stop Service Delivery Committee.

5. **FUND LEVELS.** The funding for the CONTRACTOR shall be as follows, subject to final state allocations:

WIA Funding:	
Adult	\$271,581
Youth	\$147,598
Dislocated Worker	<u>\$201,331</u>
Total WIA Funding	<u>\$620,510</u>
Rapid Response	<u>\$100,000</u>
Total Contract	<u>\$720,510</u>

**A. Payment and Reporting:**

The Agency shall reimburse the CONTRACTOR for services performed under this Agreement. Each payment shall be made after timely presentation by the CONTRACTOR of an invoice, no later than **fifteen (15) calendar days** after the end of each month. Each invoice submitted shall be subject to review and approval by the Agency and must be substantiated by such detailed itemization as required by the Agency.

The CONTRACTOR is responsible for the allocation of expenditures based on the above funding streams and for insuring that funding limitations and WIA guidelines regarding program activities are adhered to.

**B. Reimbursement of Operating Costs:**

Upon mutual agreement of the parties and submission of an invoice by GSJTA that is approved by Contractor, Contractor shall reimburse GSJTA for expenses incurred by GSJTA on behalf of Contractor subsequent to 7/1/06 for operation of the WIA Program.

**C. Disallowed Costs:**

CONTRACTOR shall be liable for and will repay the Agency any amounts expended under this agreement found not to be in accordance with the WIA and the provisions of this agreement including, but not limited to, disallowed costs. Such repayment will be from funds (non-federal) other than those received under the WIA. See Office of Management and Budget Circular A-87, Attachment B, Item 6; WIA Directive WIAD05-14; WIA 185(f)(2); and Code of Federal Regulations 667.300.].

6. **CONTRACT ADMINISTRATOR:** The County officer or employee with responsibility for administering this contract is John Litwinovich, Director, Department of Human Services, or successor
7. **SIGNATURES.** This Contract may only be modified by a signed, written Contract modification document. No oral conversation shall be considered to be Contract modification. The parties agree to all Contract provisions, including this page and all exhibits, by signing below.

**FOR GSJTA**

**FOR** El Dorado County Human  
Services Department  
Community Action Agency

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Signature

George Hempe, Executive Director  
Typed Name and Title

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Signature

James R. Sweeney, Chairman  
El Dorado County Board of Supervisors  
Typed Name and Title