

WORKFORCE ALLIANCE OF THE NORTH BAY

MEETING AGENDA

June 21, 2016 - 8:00 – 8:55 AM

To join our meeting from your computer: <https://global.gotomeeting.com/join/417505957>

For audio, please dial in using your phone: **1 (646) 749-3131** Access Code: **417-505-957 (#)**

Physical Meeting Sites:

3501 Civic Center Drive, 339 & 331, San Rafael, CA 94903
120 North Redwood Drive, Room 316, San Rafael, CA 94903
1195 Third Street, Suite 310, Napa, CA 94559
1814 Soscol Ave. Napa, CA 94559
255 North Forbes St, Board Chambers, Lakeport, CA 95453

CALL TO ORDER

I.	8:00	Introductions
	8:05	Public Comment

ADMINISTRATIVE ITEM

II.	8:10	A. Elect Governing Board President (Action)
	8:20	B. Appoint Members to the WANB Workforce Development Board. (Action) Attachment II.B-1: Board Letter Attachment II.B-2: Membership Roster
	8:30	C. Approve the WANB Local Workforce Development Budget (Action) Attachment II.C-1: Board Letter Attachment II.C-2: Proposed Budget

CONSENT CALENDAR

These matters typically include routine financial or administrative **action items** requiring a vote.
Any item will be discussed separately at the request of any person. Items are approved with one single motion.

III.	8:40	A. Authorize President to execute the following agreements to develop the Workforce Alliance of the North Bay (WANB) Joint Powers Agency (JPA) staffing plan. (Action) Attachment III.A-1: Board Letter Attachment III.A-2: Executive Director and Support Staff Contract with Napa County Attachment III.A-3: Fiscal Services Contract with Marin County Attachment III.A-4: Legal Services Contract with Marin County
		B. Adopt resolution authorizing Contracting and Purchasing Power for WANB Executive Director. (Action) Attachment III.B-1: Board Letter Attachment III.B-2: Resolution

		<p>C. Authorize President to sign and execute Slingshot/NBBSA agreement with Solano County. (Action)</p> <p>Attachment III.C-1: Board Letter</p>
		<p>D. Accept California Workforce Development Board Innovation Grant funding in the amount of \$150,000 to operate the Inspiring the Future Pilot Project. (Action)</p> <p>Attachment III.D-1: Board Letter Attachment III.D-2: Award Letter</p>
		<p>E. Accept California Workforce Development Board Regional Implementation & Innovation Grant funding in the amount of \$250,000 to implement WANB. (Action)</p> <p>Attachment III.E-1: Board Letter Attachment III.E-2: Award Letter</p>
		<p>F. Accept Northern California Career Pathways Alliance/Sonoma County Office of Education Grant funds in the amount of \$530,000, and authorize President to sign regional NCCPA Memorandum of Understanding. (Action)</p> <p>Attachment III. F-1: Board Letter Attachment III. F-2: MOU</p>
		<p>G. Authorize the President to sign the all necessary documents for WANB Local Area Modification and Certification. (Action)</p> <p>Attachment III.G-1: WANB Board Letter for modification and certification.</p>
A D J O U R N		
IV	8:50	<p>A. Next Meeting Discussion Bylaws, Strategic Planning Meeting, Designation Update, and Contracts.</p>
	8:55	<p>B. Adjourn</p>

All public meetings and events sponsored or conducted by the Workforce Alliance of the North Bay are held in accessible sites. Requests for accommodations may be made by calling (415) 473-3364 (voice) or 415-473-3344 (TTY) or 711 for the California Relay Service or e-mailing info@marinemployment.org at least five business days in advance of the event. Copies of documents are available in alternative formats, upon written request.

ATTACHMENT (II B-1)

TO: WORKFORCE ALLIANCE OF NORTH BAY GOVERNING BOARD
FROM: STAFF
SUBJECT: APPOINT MEMBERS TO THE WORKFORCE ALLIANCE OF THE NORTH BAY REGIONAL WORKFORCE DEVELOPMENT BOARD
DATE: JUNE 21, 2016
CC: FILE

The Workforce Alliance of the North Bay (WANB) Workforce Development Board is a legislatively mandated business led board. In partnership with the WANB Governing Board, the Workforce Development Board oversees workforce development activities and establishes policies and programs in response to the workforce needs of Marin, Napa and Lake Counties. It is the region's only organization that has workforce development as its sole purpose and function.

In June 2016, the WANB staff opened a recruitment and solicited applications from the two geographically based standing committees of WANB. Several sitting members of the standing committees expressed interest and completed applications for appointment. Staff has reviewed completed applications categorized members according to the WIOA mandated board membership requirements which include:

1. **Representatives of Business** (majority of board)
2. **Representatives of Workforce** - including labor, apprenticeship, community based organizations, and youth serving organizations. (20%)
3. **Representatives of Education & Training** – Including adult & literacy activities, higher education, state employment office, vocational rehabilitation and economic development.

All individuals that applied for membership in response to the recruitment are being recommended for appointment. If the Governing Board approves the individuals seeking appointment as noted on attachment III.A-2 – “Membership Roster”, WANB will have established a regional workforce development board that is compliant with the membership requirements of the Workforce Innovation and Opportunity Act.

Additionally, we are asking the Governing Board to appoint an “interim” Chairperson to sign state required documents and to work with the Executive Director on WANB business until the first regional board meeting is called.

STAFF RECOMMENDATION

Appoint recommended list of individuals seeking appointment to the WANB regional workforce development board, as delineated in attachment III. A-2. Secondly, appoint Jeri Gill as interim chairperson until a permanent Chairperson has been elected.

ATTACHMENT II B-2

Workforce Alliance of the North Bay Proposed Regional Workforce Development Board June 21, 2016

	LAST NAME	FIRST NAME	REPRESENTATION	PREV IOUSAFFILIATION	INDUSTRY OR FUNDING REQ	ORGANIZATION	TITLE
B-1	Byrne	Susan	Business	MARIN	Healthcare	Kaiser	Clinical Director of Quality, Risk/Patient Safety & AR&L
B-2	Gotti	Jennifer	Business	MARIN	Legal	Brayton Purcell, LLP	Human Resources Manager
B-3	Gill	Jeri	Business	NAPA/LAKE	Engery (Emerging Occupations)	Sustainable Napa County	CEO
B-4	Hartman	Kelley	Business	MARIN	Staffing	Nelson Staffing	Senior Vice President
B-5	Mancuso	Miriam	Business	NAPA/LAKE	Staffing	Ashton212	Senior Vice President
B-6	Snearly	Windi	Business	MARIN	Banking	Wells Fargo	Senior Recruiting Consultant
B-7	Webster	Joanne	Business	MARIN	Business Association	San Rafael Chamber of Commerce	Senior Vice President
B-8	Wells	Rick	Business	MARIN	Construction	Marin Builders Association	CEO
B-9	Zwicky	David	Business	MARIN	Healthcare	Hospice by the Bay	Director of Business Strategy
B-10	Bontrager	Mark	Business	NAPA/LAKE	Healthcare	Aldea Inc	Executive Director
B-11	Zamora	Cecilia	Business	MARIN	Business Association	Hispanic Chamber of Commerce	Executive Director
B-12	Hicks	Paul	Small Business	NAPA/LAKE	Professional Services	Payroll Masters	Vice President
B-13	Valesquez	Cheryl	Business	NAPA/LAKE	Hospitality	Hilton Worldwide Embassy Suites	Director Human Resources
ET-1	Antonsen	Debbie	Ed & Training	NAPA/LAKE	EDD WaynerPeyser	Employment Development Dept	Employment Program Manager III
ET-2	Eyler	Robert	Ed & Training	MARIN	Economic Develop	Marin Economic Forum	Economist
ET-3	Fernandez	Chris	Ed & Training	NAPA/LAKE	Title 1 Rehabilitation	Department of Rehabilitation	
ET-4	Pratt	Beth	Ed & Training	MARIN	Educ-Institute Higher Education	College of Marin	Dean Careeer & Technical Education
ET-5	Balach	Cathy	Ed & Training	NAPA/LAKE	Educ-Adult Ed & Literacy	Napa Valley Adult Education Consortium	Project Manager
W-1	Castillo	Tony	Workforce	NAPA/LAKE	Labor & Joint Labor Pre-Apprenticeship Prog	Norther California Laborers Union	Director of Pre-Apprenticeship
W-2	Cuneo	Frank	Workforce	NAPA/LAKE	Labor & Joint Labor Apprenticeship Program	Napa & Solano Central Labor Council	Training Fund Administrator
W-3	Scott	Bill	Workforce	M/N/L	Labor	Marin Building & Const Trades Coun	Business Manager
W-4	Castro	Paul	Workforce	NAPA/LAKE	Community Based Organization	CA Human Development	Director
W-5	Lippi	Ken	Workforce	MARIN	Youth Serving Agency	Marin County Office of Education	Assistant Superintendent
W-6	Stern	Hunter	Workforce	MARIN	Labor	IBEW Local Union 1245	Labor Union Representative

ATTACHMENT (II C-1)

TO: WORKFORCE ALLIANCE OF NORTH BAY GOVERNING BOARD
FROM: STAFF
SUBJECT: APPROVE ANNUAL BUDGET FOR 2016-2017.
DATE: JUNE 21, 2016
CC: FILE

The Workforce Alliance of the North Bay Joint Powers agreement states the following under Paragraph 12, Agency Funding and Budget:

- (a) Fiscal Year. The fiscal year of the Agency shall be from July 1 of each year to the succeeding June 30.
- (b) Budget. As soon as practicable after the effective date of this Agreement, and thereafter at least thirty (30) days prior to the commencement of each fiscal year, the Executive Director shall present a proposed budget to the Governing Board for the forthcoming fiscal year. The annual budget shall include the amount of money necessary to support its activities for the next succeeding fiscal year. The Member Counties agree that funding for the Agency will be comprised of WIOA allocations, rapid response funds and grants. If the Agency determines that funds in addition to those provided through the WIOA program are required, the Governing Board shall seek additional funds from Member Counties.

The Workforce Alliance of the North Bay Annual Budget for 2016-2017 has been prepared with announced formula allocations from the State and California. In the case of Rapid Response funding, funding allocations have not been announced and the shown figure is an estimate based on prior year allocations. Additionally, the budget assumes that the WANB Governing Board will accept the various grant funds listed under the consent calendar.

Any suggested changes to the budget in excess of 10% will be brought back to the Governing Board for approval, as will additional revenues and expenses that are currently not known.

STAFF RECOMMENDATION

Approve WANB Annual Budget for 2016-2017 and authorize the Executive Director to implement WANB business in accordance with the budget.

WORKFORCE ALLIANCE OF THE NORTH BAY

MARIN - NAPA - LAKE

Annual Budget

for the period July 1, 2016 to June 30, 2017

Revenues

Formula Allocation Revenues:

Adult and Dislocated Formula Programs	\$	1,748,000
Youth Formula Program	\$	754,000
Rapid Response and Lay-Off Aversion Formula Programs (est)	\$	294,000
Total Formula Allocation Revenues:	\$	2,796,000

Other Discretionary Grant Revenues:

Regional Implementation Grant	\$	125,000
NCCPA -Career Pathway Grant	\$	320,000
NBBSA - Slingshot Grant	\$	207,800
Accelerator (Inspiring the Future) Grant	\$	150,000
Total Discretionary Grant Revenues	\$	802,800

Total Revenue: \$ 3,598,800

Expenses

Contracts for County AJCC Services

Adult & DW AJCC's	\$	1,573,200
Youth programs	\$	678,600
Total AJCC Contracts	\$	2,251,800

Contracts for Staffing

Executive Director/Fiscal/Legal:

Napa	\$	371,435
Marin	\$	263,370
Legal	\$	30,000
Fiscal	\$	70,000
Total Staffing Services	\$	734,805

Contracts

WIOA & Grant Implementation	\$	260,000
Marketing & Branding	\$	60,000
Training & Facilitation	\$	50,000
Research & Evaluation	\$	40,000
Total Grant Implementation Contracts	\$	410,000

Operating Costs:

Travel	\$	30,000
Board & Staff Development	\$	25,000
Equipment & Technology	\$	88,000
Liability Insurance	\$	15,000
Membership & Dues	\$	10,000
Supplies	\$	12,000
Rents & Leases	\$	22,195
Total Operating Costs	\$	202,195

Total Expenses: \$ 3,598,800

ATTACHMENT (III A-1)

TO: WORKFORCE ALLIANCE OF NORTH BAY GOVERNING BOARD
FROM: STAFF
SUBJECT: AUTHORIZE PRESIDENT TO EXECUTE STAFFING AGREEMENTS
DATE: JUNE 21, 2016
CC: FILE

JPA staff solicits Workforce Alliance Board authorization for the Board President to sign the following agreements for board staffing:

- (1) Executive Director Agreement – County of Napa
- (2) Treasury Services Agreement – County of Marin
- (3) Legal Services Agreement – County of Marin

Paragraph 10 - Powers/ Responsibilities of the Agency exercised by the Governing Board of the JPA, states that the “Agency shall have the power to exercise any power common to all Member Counties authorized by Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (commencing with section 6500) and is hereby authorized to do all acts necessary for the exercise of these common powers, including...:

- (3) Employ agents, employees, consultants, advisors, independent contractors and other staff;
- (4) Make and enter into contracts, including contracts with public and private organizations and individuals;

The JPA Agreement also specifies under Paragraph 16 - Staffing of the Agency that

- (1) The Governing Board of the Agency shall appoint an Executive Director who shall be responsible for the administration of the Agency. The Executive Director shall have the ability to hire/or contract other necessary staff in consultation with the WDB and with the approval of the Agency’s governing Board. The Director shall be the designated officer who shall file an official bond pursuant to Government Code Section 6505.1.
- (2) The Governing Board shall designate a Treasurer from the senior management of the Counties who shall serve as depository and custodian of all Agency funds and who shall perform all authorities, duties and obligations set forth in Section 6505, 6505.5 and 6505.6 of the California Government Code. The Treasurer shall be either the Auditor/Controller of one of the Member Counties or the Finance Director of one of the Member Counties. This person shall also function as Controller of the Agency.
- (3) The Governing Board of the Agency shall appoint legal counsel who shall be responsible for the Agency’s legal matters.

The JPA agreement further specifies that it will designate Napa County to provide Executive Director Services, and Marin County to provide Treasury and Legal services on behalf of the Agency.

STAFF RECOMMENDATION:

Authorize the Board President to execute contracts with the County of Napa for Executive Director services and the County of Marin for Treasury and Legal services, as delineated in the Workforce Alliance of the North Bay Joint Powers Agency agreement and in accordance with the approved WANB annual budget.

NAPA COUNTY AGREEMENT NO. _____
AGREEMENT NO. _____

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ of June, 2016, by and between NAPA COUNTY, a political subdivision of the STATE OF CALIFORNIA, hereinafter referred to as "COUNTY," and the WORKFORCE ALLIANCE OF THE NORTH BAY, a Joint Powers Agency approved by State of California, hereinafter referred to as "AGENCY."

RECITALS

WHEREAS, AGENCY is a public entity which may enter into contracts for all necessary services, including management and administration services; and

WHEREAS, AGENCY desires to obtain staff services, including an Executive Director and support staff, for both AGENCY and its WORKFORCE DEVELOPMENT BOARD (hereinafter "WDB") from COUNTY, and COUNTY is willing to provide such services to AGENCY under the terms and conditions set forth herein below.

TERMS

NOW, THEREFORE, AGENCY and COUNTY agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall continue in effect until terminated in accordance with Paragraphs 9 or 10.

2. **Scope of Services.** COUNTY shall provide AGENCY, Executive Director Services to manage the functions of the AGENCY, the WDB and WDB steering committees, as more fully set forth in Exhibit "A." The Executive Director shall serve at the pleasure of AGENCY. At the discretion of the AGENCY and the Executive Director, COUNTY shall also provide staff to support the Executive Director's ability to carry out AGENCY and WDB's day to day business to fulfill the policies and goals of AGENCY, WDB and WDB steering committees.

3. **Compensation.**
(a) **Rates.** In consideration of COUNTY's fulfillment of the promised work, AGENCY shall pay COUNTY at the rates described in Exhibit "B," attached hereto and incorporated herein.

(b) Adjustment of Rate. Upon giving no less than sixty (60) days prior notice to AGENCY, COUNTY may increase the hourly rate set forth in (a) at any time during the fiscal year

(c) Expenses. Travel and other expenses of COUNTY employees rendering services to AGENCY under this Agreement shall be reimbursed by the AGENCY to the extent and in the manner such expenses are ordinarily authorized by policy of the Board of Supervisors for COUNTY employees.

(d) Maximum Amount. Notwithstanding subparagraphs (a), (b) and (c) the amount of this Agreement shall not exceed Four Hundred Thousand Dollars (\$400,000) per fiscal year.

4. **Method of Payment.** All payments for compensation and reimbursement for expenses shall be made upon presentation of an invoice by COUNTY to AGENCY for actual hours worked. COUNTY shall submit invoices on not more often than on a quarterly basis.

5. **Independent Contractor.** In the performance of this Agreement, COUNTY shall perform this Agreement as an independent contractor. COUNTY and the officers, agents and employees of COUNTY are not, and shall not be deemed, AGENCY employees for any purpose, including workers' compensation. COUNTY shall, at its own risk and expense, determine the method and manner by which duties imposed on COUNTY by this Agreement shall be performed. COUNTY and its officers, employees and agents shall be entitled to none of the benefits accorded to an AGENCY employee. AGENCY shall not deduct or withhold any amounts whatsoever from the compensation including, but not limited to amounts required to be withheld for State and Federal taxes. COUNTY alone shall be responsible for all such payments.

6. **Status of COUNTY Staff.** The responsibility for the Executive Director and support staff provided by COUNTY, including hiring of COUNTY personnel, establishing standards of performance, assignment of personnel, determining and effecting discipline, determining training required, maintaining personnel files, and other matters relating to COUNTY personnel, shall remain with COUNTY. AGENCY understands and agrees that COUNTY is bound to abide by bargaining agreements covering COUNTY employees performing services hereunder including COUNTY's Memoranda of Understanding (MOU) for its represented employees and various policies and procedures for its management classified employees. All persons employed by COUNTY to perform services pursuant to this Agreement shall be and remain COUNTY employees. All persons employed by COUNTY to perform the services pursuant to this Agreement shall be entitled solely to the rights and privileges given to COUNTY employees and shall not be entitled, as a result of providing services required hereunder, to any additional rights and privilege of employment, if any, given to AGENCY employees. AGENCY shall not be liable for the direct payment of any salaries, wages, or other compensation to any COUNTY personnel performing services under this Agreement, or any liability other than that provided for in this Agreement. These terms do not apply to non-COUNTY employees. Executive Director shall take policy direction and direction for all AGENCY work exclusively from AGENCY Governing Board. AGENCY Governing Board can take action to determine that Executive Director or COUNTY staff are not meeting expectations.

7. **Specific Performance.** It is agreed that COUNTY, including the agents or employees of COUNTY, shall be the sole provider of services required by this Agreement, except that Marin County may provide specialized services for the Agency in addition to COUNTY.

8. **Indemnification.** AGENCY shall defend, indemnify and hold harmless COUNTY and as well as the respective officers, agents and employees of COUNTY and from any claim, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by AGENCY or its officers, agents, or employees, of activities or obligations required under this Agreement. COUNTY shall defend, indemnify and hold harmless AGENCY and the respective officers, agents and employees of AGENCY from any claim, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by COUNTY and its officers, agents, or employees, of activities or obligations required under this Agreement.

9. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving fifteen (15) days written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). In the event that AGENCY is dissolved, this Agreement shall automatically terminate.

10. **Termination for the Convenience of a Party.** This Agreement may be terminated by either party for any reason and at any time by giving no less than sixty (60) days prior written notice of such termination to the other party and specifying the effective date thereof.

11. **Disposition of and Payment for Work upon Termination.** In the event of termination for cause under Paragraph 9 or termination for the convenience of a party under Paragraph 10, COUNTY shall be entitled to receive compensation for any satisfactory work by Executive Director prior to receipt of the notice of termination; except that COUNTY shall not be relieved of liability to AGENCY for damages sustained by AGENCY by virtue of any breach of the Agreement by COUNTY or whether or not the Agreement was terminated for convenience or cause, and AGENCY may withhold any payments not yet made to the COUNTY for purpose of setoff until such time as the exact amount of damages due to AGENCY from COUNTY is determined.

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by first class mail, postage prepaid. Any mailed notice, demand, request, consent, approval or communication that

either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY

Howard Himes/
Carol Garcia,
2751 Napa Valley Corporate Drive, Bldg B
Napa, CA 94558

AGENCY

Bruce Wilson/
Cynthia Gunselman
120 N. Redwood Road
San Rafael, CA 94903

14. **Confidentiality.** Confidential information is defined as all information disclosed to Executive Director, or other COUNTY staff, which relates to AGENCY's past, present, and future activities, as well as activities under this Agreement. Except as otherwise provided in Paragraph 18 or as directed by the Agency's Governing Board, Executive Director and staff shall hold all such information as they may receive, if any, in trust and confidence. Upon cancellation or expiration of this Agreement or other termination of the relationship between AGENCY and Executive Director or staff, Executive Director and/or staff shall return to AGENCY all written and descriptive matter which contains any such confidential information, unless otherwise directed by AGENCY to retain or dispose of such records.

15. **Amendment/Modification.** Except as specifically provided herein, this Agreement shall only be modified or amended in writing with the prior written consent of both parties.

16. **Interpretation.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California.

17. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

18. **Compliance with Laws.** In the performance of this Agreement, COUNTY shall observe and comply with all applicable Federal, State and local laws, ordinances, and Codes.

19. **Warranty of Legal Authority.** Each party warrants and covenants that it has the present legal authority to enter into this Agreement and to perform the acts required of it hereunder. If any party is found to lack the authority to perform the acts required of it hereunder or is prevented from performing the acts by a court of competent jurisdiction, this Agreement shall be void.

20. **Assignment/Delegation.** Neither party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

21. **Non Discrimination** COUNTY and AGENCY shall comply with all applicable Federal, State, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition (including an AIDS or HIV condition), handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are deemed incorporated by this reference.

22. **Audit.** Pursuant to Government Code section 8546.7, County shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment by AGENCY under this Agreement. AGENCY and COUNTY shall retain all records relating to the performance of this Agreement for said three-year period, except those records pertaining to any audit then in progress, or any claim or litigation shall be retained beyond said three-year period, until final resolution of said audit, claim or litigation.

23. **Access to Records/Retention.** AGENCY, any Federal or State grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of AGENCY which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

24. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

25. **Conflict of Interest.** Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. COUNTY hereby covenants that it presently has no interest not disclosed to AGENCY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as AGENCY may consent to in writing prior to the acquisition by COUNTY of such conflict. COUNTY further warrants that it is unaware of any financial or economic interest of any public officer or employee relating to this Agreement. COUNTY agrees that if such financial interest does exist at the inception of this Agreement, AGENCY may terminate this Agreement immediately upon giving written notice without further obligation by AGENCY to COUNTY under this Agreement.

26. **Entirety of Contract.** This Agreement constitutes the entire Agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

President, Workforce Alliance of the North Bay

“AGENCY”

NAPA COUNTY, a political subdivision of
the State of California

ALFREDO PEDROZA, Chairman of the
Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: _____ Deputy County Counsel</p> <p>Date: _____</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: GLADYS I. COIL Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT A
SCOPE OF SERVICES

COUNTY shall provide the following services to Agency:

1. COUNTY shall provide AGENCY, a full-time Executive Director to manage the functions of the AGENCY, the WDB and WDB steering committees, The Executive Director shall be Bruce Wilson unless mutually agreed to by the parties in writing.
2. The Executive Director shall be responsible for the administration of Agency, including executing contracts and grants and the direction of the AGENCY Board and have the responsibilities as set forth in the Joint Powers Agency Agreement between the Counties of Napa, Marin and Lake, effective May 17, 2016 and as provided by the Agency's Governing Board.
3. Except as stated in paragraph six (6) of the Agreement, the Executive Director will report solely to the Agency's Governing Board during the term of this Agreement. The Agency President, or designee, shall at the direction of the Governing Board have the authority to direct and authorize the day to day work and direct the Executive Director scope of work..
4. The Executive Director, at the direction of the AGENCY's Governing Board, will be responsible for developing innovative workforce strategies that help businesses, individuals and industries achieve and sustain economic vitality in the AGENCY member counties; developing and maintaining relationships with Federal, State and local funding sources for employment and training programs; overseeing the implementation of the Workforce Innovation and Opportunity Act (WIOA), including budgeting, contracting with service providers and monitoring performance; implementing an organizational structure to accomplish work responsibilities which may include assigning, reviewing and supervising AGENCY membership county staff, contractors and direct hire staff.
5. The Executive Director, at the direction of the AGENCY's Governing Board, will be responsible for implementing all aspects of the WIOA in accordance with WIOA regulations, state of California guidance; and approved AGENCY local policies and directives.

EXHIBIT B
SALARY AND BENEFIT RATE – NAPA

Salary with Benefit Rate - Napa		
TITLE	Annual Salary	Hourly Rate
Director	\$ 167,026	\$ 80.30
Staff Services Analyst II	\$ 99,174	\$ 47.68
Staff Services Analyst II	\$ 99,174	\$ 47.68

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this ___ day of June, 2016, by and between the MARIN COUNTY, a political subdivision of the STATE OF CALIFORNIA, hereinafter referred to as "COUNTY", and , by and between the Workforce Alliance of the North Bay, a Joint Powers Agency, hereinafter referred to as "AGENCY."

RECITALS

WHEREAS, AGENCY is a public entity that may enter into contracts for all necessary services, including fiscal services; and

WHEREAS, AGENCY desires to obtain fiscal services from COUNTY on an as-needed basis, and COUNTY is willing to provide such services to AGENCY under the terms and conditions set forth herein below;

TERMS

NOW, THEREFORE, COUNTY and AGENCY agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall continue in effect until terminated in accordance with Paragraphs 9 or 10.

2. **Scope of Services.** The County shall provide AGENCY, on an as-needed basis, those fiscal services as more fully set forth in Exhibit "A", attached hereto and incorporated by reference herein.

3. **Compensation.**

(a) Rates. In consideration of COUNTY'S fulfillment of the promised work, AGENCY shall pay COUNTY for those services as set forth in Exhibit "B".

(b) Adjustment of Rate. Upon giving no less than sixty (60) days prior notice to AGENCY, COUNTY may increase the hourly rate or decrease the hourly rate at any time during the fiscal year.

(c) Expenses. Travel and other expenses of COUNTY employees rendering services to AGENCY under this Agreement shall be reimbursed by the AGENCY to the extent and in the manner such expenses are ordinarily authorized by policy of the Board of Supervisors for COUNTY employees.

(d) Maximum Amount. Notwithstanding subparagraphs (a), (b) and (c) the amount of this Agreement shall not exceed seventy thousand dollars (\$70,000).

4. **Method of Payment.** All payments for compensation and reimbursement for expenses shall be made upon presentation of invoice by COUNTY to AGENCY for actual hours worked on not more often than on a quarterly basis.

5. **Independent Contractor.** In the performance of this Agreement, COUNTY shall perform this Agreement as an independent contractor. COUNTY and the officers, agents and employees of COUNTY are not, and shall not be deemed, AGENCY employees for any purpose, including workers' compensation. COUNTY shall, at his own risk and expense, determine the method and manner by which duties imposed on COUNTY by this Agreement shall be performed. COUNTY and its officers, employees and agents shall be entitled to none of the benefits accorded to an AGENCY employee. AGENCY shall not deduct or withhold any amounts whatsoever from the compensation including, but not limited to amounts required to be withheld for state and federal taxes. COUNTY alone shall be responsible for all such payments.

6. **Status of COUNTY Staff.** The responsibility for any fiscal staff provided by COUNTY, including hiring of personnel, establishing standards of performance, assignment of personnel, determining and effecting discipline, determining training required, maintaining personnel files, and other matters relating to personnel, shall remain with COUNTY. AGENCY understands and agrees that COUNTY is bound to abide by bargaining agreements covering County employees performing services hereunder including COUNTY's Memoranda of Understanding (MOU) for its represented employees and various policies and procedures for its management classified employees. All persons employed by COUNTY to perform services pursuant to this Agreement shall be and remain COUNTY employees. All persons employed by COUNTY to perform the services pursuant to this Agreement shall be entitled solely to the rights and privileges given to COUNTY employees and shall not be entitled, as a result of providing services required hereunder, to any additional rights and privilege of employment, if any, given to AGENCY employees. AGENCY shall not be liable for the direct payment of any salaries, wages, or other compensation to any COUNTY personnel performing services under this Agreement, or any liability other than that provided for in this Agreement. These terms do not apply to non-COUNTY employees. Notwithstanding the forgoing, the Executive Director of the AGENCY, at the will of the AGENCY's governing board, will provide direction to fiscal staff regarding any services provided under this Agreement.

7. **Specific Performance.** It is agreed that COUNTY, including the agents or employees of COUNTY, shall be the sole providers of the services required by this Agreement

8. **Indemnification.** AGENCY shall defend, indemnify and hold harmless COUNTY as well as the respective officers, agents and employees of COUNTY from any claim, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by AGENCY or its officers, agents, or employees, of activities or obligations required under this Agreement. COUNTY shall defend, indemnify and hold harmless AGENCY and the respective officers, agents and employees of AGENCY from any

claim, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by COUNTY or their officers, agents, or employees, of activities or obligations required under this Agreement.

9. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving fifteen(15) days written notice to the defaulting party in the manner set forth in Paragraph 12 (Notices).

10. **Termination for the Convenience of a Party.** This Agreement may be terminated by either party for any reason and at any time by giving no less than forty-five (45) days prior written notice of such termination to the other party and specifying the effective date thereof.

11. **Disposition of and Payment for Work upon Termination.** In the event of termination for cause under Paragraph 9 or termination for the convenience of a party under Paragraph 10, COUNTY shall be entitled to receive compensation for any satisfactory work completed by COUNTY fiscal prior to receipt of the notice of termination; except that COUNTY shall not be relieved of liability to AGENCY for damages sustained by AGENCY by virtue of any breach of the Agreement by COUNTY whether or not the Agreement was terminated for convenience or cause, and AGENCY may withhold any payments not yet made to the COUNTY for purpose of setoff until such time as the exact amount of damages due to AGENCY from COUNTY is determined.

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by first class mail, postage prepaid. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY

Maureen Lewis
Chief Assistant Director
Health and Human Services
20 North San Pedro Road
Suite 2002
San Rafael, CA 94903

AGENCY

Bruce Wilson/
Cynthia Gunselman
120 N. Redwood Road
San Rafael, CA 94903

14. **Confidentiality.** Confidential information is defined as all information disclosed to fiscal which relates to AGENCY's past, present, and future activities, as well as activities under this Agreement. Except as otherwise provided in this Agreement or as directed by the AGENCY Governing Board, COUNTY fiscal shall hold all such information it may receive, if any, in trust and confidence. Upon cancellation or expiration of this Agreement or other termination of the relationship between AGENCY and COUNTY fiscal, COUNTY fiscal shall return to AGENCY all written and descriptive matter which contains any such confidential information, unless otherwise directed by COUNTY to retain or dispose of such records.

15. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.

16. **Interpretation.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California.

17. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

18. **Compliance with Laws.** In the performance of this Agreement, COUNTY shall observe and comply with all applicable Federal, State and local laws, ordinances, and Codes.

19. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

20. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

Workforce Alliance of the North Bay

Marin County HHS

BY: _____
President, Governing Board

BY: _____
Maureen Lewis
Chief Operational Officer

Attest: _____
Secretary

EXHIBIT "A"
SCOPE OF SERVICES

COUNTY shall provide the following services to AGENCY:

1. Plans, implements, organizes, directs and monitors AGENCY fiscal systems, financial controls and accounting operations including general ledger and cost accounting, budgeting for assigned divisions/departments, program billings, contractor payments, financial reporting and internal auditing.
2. Develops quality standards and continually evaluates AGENCY accounting, financial reporting and auditing systems to insure compliance with sound accounting principles and local, State and Federal policies and guidelines
3. Establishes and maintains positive working relationships with AGENCY management and staff, outside agencies, vendors and external auditors.
4. Prepares budget for the AGENCY
5. Provides training, if necessary to AGENCY in the areas of accounting applications, budget administration, application of the law, and other fiscal and administrative support as necessary.
6. Plans, develops and coordinates fiscal management policies, goals, objectives, procedures, standards and programs with the AGENCY management team.
7. Communicates and interprets fiscal management goals, objectives, policies, procedures, standards, programs and services to AGENCYC management and support staff.
8. Identifies computerized accounting, budgeting, billing, program management and other management information system requirements and works with AGENCY management team to design and implement the requirements.

EXHIBIT “B”
COMPENSATION

Title	Hourly Rate	10% Indirect Cost	Total Hourly Rate
Assistant Chief Fiscal Officer	\$81.04	\$8.10	\$89.14
Fiscal Monitoring Accountant II	\$67.63	\$6.76	\$74.39
Fiscal Claiming Accountant II	\$67.63	\$6.76	\$74.39

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT, made and entered into this ___ day of June, 2016, by and between the Workforce Alliance of the North Bay, a Joint Powers Agency, hereinafter referred to as "WANB," and the County Counsel of Marin County, hereinafter referred to as "Counsel."

WITNESSETH:

1. Commencing June ___, 2016, Counsel shall provide legal services to WANB at the direction and request of WANB.

2. WANB shall pay to the County of Marin upon receipt of itemized billing, the hourly rate set by Marin County Code Chapter 3.33.010 for advisory legal services rendered by Counsel to WANB, or on WANB's behalf, such services requested by WANB. A copy of this section is attached to this Agreement.

3. It is understood between the parties hereto that Counsel shall have no obligation to represent WANB in litigation except upon the mutual agreement of the parties.

This Agreement shall remain in effect for a period of one year, to and including June ___, 2017, and shall thereafter automatically be extended each year for an additional year, unless either party gives the other party thirty (30) days notice of intent to terminate.

This Agreement may be terminated by either party upon thirty (30) days written notice in cases involving conflict of interest or other professional reasons which would inhibit full and adequate representation of WANB by Counsel.

This Agreement may be amended by mutual consent of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first above written.

Workforce Alliance of the North Bay

County Counsel of Marin County

BY: _____
President, Governing Board

BY: _____
Steven M. Woodside
County Counsel

Attest: _____
Secretary

ATTACHMENT (III B-1)

TO: WORKFORCE ALLIANCE OF NORTH BAY GOVERNING BOARD
FROM: STAFF
SUBJECT: ADOPT POLICY AUTHORIZING \$50,000 SIGNATURE AUTHORITY LIMIT FOR EXECUTIVE DIRECTOR
DATE: JUNE 21, 2016
CC: FILE

JPA staff solicits Workforce Alliance Governing Board authorization for to empower the Executive Director to enter into professional services contracts or purchase orders up to \$50,000.

Paragraph 10 - Powers/ Responsibilities of the Agency exercised by the Governing Board of the JPA, states that the "Agency shall have the power to exercise any power common to all Member Counties authorized by Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (commencing with section 6500) and is hereby authorized to do all acts necessary for the exercise of these common powers, including...:

(7) To perform all acts necessary or proper to carry out fully the purposes of this Agreement.

The JPA Agreement also specifies that the Board hold three meetings a year. Due to the infrequency of meetings staff would like to have a policy to help ensure the timely conduct of JPA business. Staff is requesting that the Board adopt a policy to designate signature authority to the Executive Director to enter into already budgeted professional services contracts that do not exceed \$50,000. This signature authority amount for professional services contracts would be consistent with that of the County of Marin and the County of Napa – who provide administrative, fiscal and legal services to the JPA. We also ask that the same dollar value, \$50,000 be authorized for Goods and Services Purchase Orders (printing and mailing, etc.) – which is below the County's threshold, but more appropriate for the JPA.

The proposed policy is provided here as Attachment II B-2 and is titled Resolution NO. 2016-01.

STAFF RECOMMENDATION

Authorize the Board President to sign and execute Resolution NO. 2016-01.

WORKFORCE ALLIANCE OF THE NORTH BAY

RESOLUTION NO. 2016-01

A RESOLUTION ESTABLISHING A \$50,000 SIGNATURE AUTHORITY LEVEL
FOR THE EXECUTIVE DIRECTOR TO CONDUCT TIMELY BUSINESS FOR THE
JOINT POWERS AGENCY

WHEREAS, the Workforce Alliance of the North Bay ("WANB") was established to for the purpose of having one governing board to act as Chief Local Elected Official pursuant to the Workforce Innovation and Opportunity Act ("WIOA") to coordinate regional efforts to support training and development programs and to form one Workforce Development Board to be operated in the Workforce Alliance of the North Bay Local Workforce Development Areas; and

WHEREAS, Section 14 of the Joint Powers Agreement states: "The Agency may adopt, from time to time, such bylaws, rules and regulations for the conduct of its meetings and affairs as the Governing Board deems necessary"; and

WHEREAS, professional services contracts and purchase orders require approval from the Governing Board and delegation of signature authority to the Executive Director or designee; and

WHEREAS, the Governing Board believes that a \$50,000 or less signature authority to the Executive Director for Professional Services Contracts and Purchase Orders is prudent and allows for timely conduct of WANB business where such contracts relate to purposes previously approved and budgeted by the Governing Board; and

WHEREAS, a \$50,000 signature authority for the Executive Director for Professional Services Contracts is consistent with the County of Marin and Napa County policy for professional services contracts – and it is the County of Marin and Napa County that provide staff, fiscal and administrative support to WANB; and

WHEREAS, the Executive Director shall submit contracts executed pursuant to this resolution to the Governing Board for ratification at the next regular meeting; and

NOW, THEREFORE, BE IT RESOLVED, in instances where the timely conduct of WANB's affairs does not afford obtaining explicit authorization for

professional services contracts or purchase orders for \$50,000 or less – the Executive Director, acting in the capacity of deputy purchasing agent, is authorized to enter into and execute on behalf of the Agency any contract for professional services up to \$50,000, as permitted pursuant to Government Code Section 25502.5, which relate to purposes previously approved and budgeted by the governing board, subject to ratification of such approval and execution by the governing board. The Executive Director shall submit contracts executed under this section to the governing board for ratification at the next regularly scheduled meeting.

PASSED AND ADOPTED at a regular meeting of the Workforce Alliance of the North Bay Joint Powers Agency held this 21st day of June, 2016 by the following vote:

AYES:

NOES:

ABSENT:

PRESIDENT:_____

ATTEST:_____

ATTACHMENT (III C-1)

TO: WORKFORCE ALLIANCE OF NORTH BAY GOVERNING BOARD
FROM: STAFF
SUBJECT: AUTHORIZE PRESIDENT TO EXECUTE CONTRACT WITH WORKFORCE BOARD OF SOLANO COUNTY AND ACCEPT FUNDING FOR NORTH BAY BUSINESS SECTOR ALLIANCE GRANT IMPLEMENTATION
DATE: JUNE 21, 2016
CC: FILE

JPA staff solicits Workforce Alliance Governing Board authorization for the Board President to sign an agreement with the Workforce Development Board of Solano County and accept \$312,000 to implement North Bay Business Sector Alliance (NBBSA) grant objectives.

Paragraph 10 - Powers/ Responsibilities of the Agency exercised by the Governing Board of the JPA, states that the "Agency shall have the power to exercise any power common to all Member Counties authorized by Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (commencing with section 6500) and is hereby authorized to do all acts necessary for the exercise of these common powers, including...:

- (3) Make and enter into contracts, including contracts with public and private organizations and individuals;

As a partner in the NBBSA, the Workforce Alliance JPA will implement a collaborative work plan that changes how industry engagement occurs and creates stronger relationships between key businesses and their community partners. Ultimately, the Workforce Alliance will use these grant funds to expand and enhance its industry sector partnerships thereby helping to strengthen the regional economic prosperity of our North Bay region and improve income mobility for our residents.

To this point JPA Legal Counsel has reviewed the agreement and has sent non-substantive comments such as grammar and legal terminology. Substantive terms of the agreement have been left unchanged.

STAFF RECOMMENDATION

Authorize the Board President to sign and execute a contract with Workforce Development Board of Solano County for the North Bay Business Sector Alliance grant and accept \$312,000 to support our efforts, on the condition that final agreement is acceptable to JPA Legal Counsel..

ATTACHMENT (III D-1)

TO: WORKFORCE ALLIANCE OF NORTH BAY GOVERNING BOARD
FROM: STAFF
SUBJECT: ACCEPT "ACCELERATOR" GRANT FUNDING FROM CALIFORNIA WORKFORCE DEVELOPMENT BOARD IN THE AMOUNT OF \$150,000 TO IMPLEMENT – INSPIRING THE FUTURE PROJECT.
DATE: JUNE 21, 2016
CC: FILE

JPA staff solicits Workforce Alliance Governing Board authorization to accept grant funding from the California Workforce Development Board (CWDB) in the amount of \$150,000 and authorize the Workforce Alliance President to sign any necessary grant documents on behalf of this funding.

Paragraph 10 - Powers/ Responsibilities of the Agency exercised by the Governing Board of the JPA, states that the "Agency shall have the power to exercise any power common to all Member Counties authorized by Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (commencing with section 6500) and is hereby authorized to do all acts necessary for the exercise of these common powers, including...:

- (4) Make and enter into contracts, including contracts with public and private organizations and individuals;
- (7) Apply for and receive state, federal, local governmental and privately funded grants, and may receive contributions of donations from any source and may also earn and expend income so received.

This project aims to move the needle on employment by helping youth make better career choices, via much more exposure to career talks in the classroom. We aim to do this by researching and piloting the United Kingdom's "Inspiring the Future" resource, a web-based solution which in the first three years connected approximately 25,000 employer volunteers with schools, reaching over 450,000 students. Peer reviewed research shows that young people who experience 4 or more school-mediated employer contacts as teens go on to earn as young adults 18% more on average than comparable peers with no such experience.

The innovative aspect of this project is using technology and a very strategic approach with employers to engage them with the education system on a scale never before seen in the US. Furthermore, this model has the research behind it to verify its effectiveness on the youth who participate. We anticipate learning how to best adapt this model to a US context. We also look forward to learning how other pilot projects around the world are approaching this effort and learning about and sharing any best practices that may arise.

STAFF RECOMMENDATION

Accept CWDB Accelerator grant funding in the amount of \$150,000 and authorize President to sign any necessary grant documents on behalf of these funds.

Michael Rossi, Chair ■ Tim Rainey, Executive Director ■ Edmund G. Brown, Jr., Governor

WORKFORCE ACCELERATOR FUND 3.0 AWARDS

The California Workforce Investment Board and the Labor and Workforce Development Agency are pleased to announce that the following grants have been awarded from the Workforce Accelerator Fund (Accelerator) 3.0. Award. Receipt of this funding is contingent on awardees completing a final statement of work that is approved by the State Board.

New Accelerator Project Awardees:

<u>Applicant</u>	<u>Project</u>	<u>Amount</u>
Automotive Industry Apprenticeship Trust Fund (AIATF)	<i>AMTAC Veterans/Youth Initiative</i>	\$150,000
Bay Area Council	<i>Workforce Aggregator Heat Map Tool</i>	\$149,800
Community Housing Partnership	<i>Community Housing Partnership Service Corps</i>	\$149,884
Economic Development Collaborative - Ventura County (EDC-VC)	<i>Project for Improving the Efficiency of Identifying At-risk Firms for Layoff Aversion Services</i>	\$97,580
Fresno Regional WDB	<i>Job Placement Accelerator Project (JPAP)</i>	\$150,000
Hospitality Training Academy (HTA)	<i>Expanding the Hospitality Industry Pipeline for Under-Resourced Populations</i>	\$150,000
Institute for Local Government	<i>Governments Engaging Youth (GEY): Public Service Careers and Civic Engagement Project</i>	\$150,000
Jewish Vocational Service (JVS), Los Angeles	<i>Next Level Careers</i>	\$150,000
Jewish Vocational Service (JVS) SF	<i>JVS & BAYWORK – Water and Wastewater Management Utilities Regional Pipeline Project</i>	\$150,000
LeadersUp	<i>The Future at Work: Utilizing On-the-Job Training to Connect Businesses to Disconnected Youth</i>	\$150,000
Los Angeles Valley College	<i>Strengthening Working Families</i>	\$150,000
Marin County Workforce Development Board	<i>Inspiring the Future pilot</i>	\$150,000
Meristem, Inc.	<i>A Disability Vocational Training Demonstration Project: Innovation, Collaboration, and System Change</i>	\$150,000
Mission EDA	<i>Two-Generation Workforce Development</i>	\$150,000
Mother Lode Workforce Development Board – Mother Lode Job Training	<i>Water Resource Management Training Program</i>	\$150,000
NOVA Workforce Development	<i>Bay Area Networking Catalyst Initiative</i>	\$150,000
Opportunity Junction	<i>College and Career Concierge</i>	\$140,825

Richmond Workforce Development Board	<i>RichmondBUILD Contractors Resource Center (RBCRC)</i>	\$150,000
San Diego Workforce Partnership, Inc.	<i>Veterans Individual Placement and Support Project (VIPs Project)</i>	\$150,000
South Bay Workforce Investment Board, Inc.	<i>Aerospace Engineering Apprenticeship Program (AEAP)</i>	\$150,000
The TransLatin@ Coalition	<i>California Trans Work Place Project (CTWP)</i>	\$150,000
Upwardly Global	<i>Career Mapping Initiative (C-Map)</i>	\$150,000
WDB of Solano County	<i>Community of Practice - Supply and Demand Project</i>	\$150,000

Innovation Impact Project Awardees:

<u>Applicant</u>	<u>Project</u>	<u>Amount</u>
Allen Temple Health and Social Services Ministry (ATHSSM)	<i>CareerHub</i>	\$250,000
Center for Employment Opportunities San Diego	<i>Advanced Skills Training and Employment Services Project Replication</i>	\$250,000
Los Angeles County Community and Senior Services	<i>LA County Re-entry Innovation Impact Project (LACRII)</i>	\$250,000

Innovation Network Awardees:

<u>Applicant</u>	<u>Project</u>	<u>Amount</u>
California Foundation of Commerce and Education	<i>California Business Association Youth Employment Initiative</i>	\$544,425
Richmond Community Foundation	<i>Job-Seeker Designed Pathway Program Replication</i>	\$279,057
SEIU Early Education Training Center (SETC) (c/o WERC as fiscal sponsor)	<i>SEIU Early Educator Innovation Network</i>	\$285,749

Technical Assistance and Support Awardees:

<u>Applicant</u>	<u>Amount</u>
Bay Area Community Resources	\$225,000
Foundation for California Community Colleges	\$225,000

ATTACHMENT (III E-1)

TO: WORKFORCE ALLIANCE OF NORTH BAY GOVERNING BOARD
FROM: STAFF
SUBJECT: ACCEPT REGIONAL IMPLEMENTATION & INNOVATION GRANT FUNDING FROM THE CALIFORNIA WORKFORCE DEVELOPMENT BOARD IN THE AMOUNT OF \$250,000 TO IMPLEMENT A COMBINED WORKFORCE DEVELOPMENT GOVERNANCE STRUCTURE IN THE NORTH BAY
DATE: JUNE 21, 2016
CC: FILE

JPA staff solicits Workforce Alliance Governing Board authorization to accept grant funding from the California Workforce Development Board (CWDB) in the amount of \$250,000 and authorize the Workforce Alliance President to sign any necessary grant documents on behalf of this funding.

Paragraph 10 - Powers/ Responsibilities of the Agency exercised by the Governing Board of the JPA, states that the "Agency shall have the power to exercise any power common to all Member Counties authorized by Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (commencing with section 6500) and is hereby authorized to do all acts necessary for the exercise of these common powers, including...:

- (4) Make and enter into contracts, including contracts with public and private organizations and individuals;
- (7) Apply for and receive state, federal, local governmental and privately funded grants, and may receive contributions of donations from any source and may also earn and expend income so received.

In accordance with our grant application, we will fully merge the administrative structures of two distinct workforce development areas to form the Workforce Alliance of the North Bay Regional Joint Powers Agency and Workforce Board. Our objectives include but are not limited to:

1. Obtaining agreement from the Chief Local Elected Officials of Marin, Napa and Lake Counties to form the Workforce Alliance of the North Bay Joint Powers Agency;
2. Jointly develop governance documents, protocols and policies to operate as a separate and distinct governing board; obtain insurance and all required coverages for new entity;
3. Appoint, and develop a regional workforce development board in accordance with the Workforce Innovation and Opportunity Act regulations; and
4. Hire and train regional staff, including consultants, to implement WIOA State unified plan on a regional scale.

STAFF RECOMMENDATION

Accept CWDB Regional Implementation & Innovation grant funding in the amount of \$250,000 and authorize President to sign any necessary grant documents on behalf of these funds.

Email Award Announcement from Charles Gray with CWDB

From: Gray, Charles@CWDB [<mailto:Charles.Gray@cwdb.ca.gov>]

Sent: Tuesday, June 07, 2016 2:48 PM

To: Purdy, Robin@CWDB

Subject: Award Announcement



Michael Rossi, Chair ▪ Tim Rainey, Executive Director ▪ Edmund G. Brown, Jr., Governor

**Workforce Innovation and Opportunity Act
Regional Implementation, Innovation, Technical Assistance,
Training and Evaluation**

AWARD ANNOUNCEMENT

The California Workforce Development Board (State Board) and the Employment Development Department (EDD) are pleased to announce the grantees selected for a total of \$2,487,199 in *Workforce Innovation and Opportunity Act (WIOA) Regional Implementation & Innovation and Partnership, Technical Assistance, & Training* funding. Congratulations to the following grantees!

Regional Implementation & Innovation Grants, Element 1

Merced County Workforce Development Board	\$ 245,000
Monterey County Workforce Development Board	\$ 250,000
Mother Lode Job Training	\$ 217,189
Orange County Workforce Development Board	\$ 250,000
Sacramento Employment & Training Agency	\$ 250,000
Total Funding	\$ 1,212,189

Purpose of Funding

The purpose of this funding is to incentivize the implementation of California's Unified State Plan goal of building regional sector pathways, increasing industry-valued credential attainment, and increasing enrollment in apprenticeship.

Regional Implementation & Innovation Grants, Element 2

Marin County Workforce Development Board	\$ 250,000
Merced County Workforce Development Board	\$ 250,000
Total Funding	\$ 500,000

Purpose of Funding

The purpose of this funding is to support the development and implementation of decision-making structures that will strengthen local workforce development board activities and performance at the regional level.

WIOA Partnership, Technical Assistance & Training, Element 3

California Workforce Association \$ 775,010

Purpose of Funding

The purpose of this funding is to support state, regional, and local board training and capacity building through statewide coordination.

These grantees are well positioned to maximize the opportunity for a more timely and effective transition to WIOA. The grant period will begin June 1, 2016 and end March 31, 2018. Grant funding is contingent on awardees submitting a final statement of work that is approved by the State Board and the EDD.

Please direct questions regarding this announcement to Charles Gray, Program Manager at Charles.Gray@cwdb.ca.gov or at (916) 651-6392.

ATTACHMENT (III F-1)

TO: WORKFORCE ALLIANCE OF NORTH BAY GOVERNING BOARD
FROM: STAFF
SUBJECT: AUTHORIZE PRESIDENT TO SIGN MOU WITH SONOMA COUNTY OFFICE OF EDUCATION ON BEHALF OF THE NORTHERN CALIFORNIA CAREER PATHWAYS ALLIANCE AND ACCEPT FUNDING IN THE AMOUNT OF \$530,000 THROUGH JUNE 30, 2018.
DATE: JUNE 21, 2016
CC: FILE

JPA staff solicits Workforce Alliance Governing Board authorization for the Board President to sign a memorandum of understanding (MOU) with the Sonoma County Office of Education and partner with the Northern California Career Pathways Alliance partner agencies in the counties of Marin, Napa, Lake, Solano, Sonoma and Mendocino with the intent of providing an integrated, community-sustained, k-16 career pathways system.

Paragraph 10 - Powers/ Responsibilities of the Agency exercised by the Governing Board of the JPA, states that the "Agency shall have the power to exercise any power common to all Member Counties authorized by Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (commencing with section 6500) and is hereby authorized to do all acts necessary for the exercise of these common powers, including...:

- (4) Make and enter into contracts, including contracts with public and private organizations and individuals;
- (7) To perform all acts necessary or proper to carry out fully the purposes of this Agreement.
- (8) Apply for and receive state, federal, local governmental and privately funded grants, and may receive contributions of donations from any source and may also earn and expend income so received.

As a partner in the NCCPA project, the Workforce Alliance JPA will identify training and educational barriers that hinder job creation; identify skill gaps that contribute to the lack of local business competitiveness; encourage business partners to help lead demand-driven sector strategies through joint planning, participate in curriculum development; assist with the creation and sustainment of industry input mechanisms to advise and collaborate with education, training and workforce development partners; represent the workforce needs of key industry sectors; assist with the identification of courses, certificate and degree programs needed to meet workforce needs; and include NCCPA partners in industry events.

STAFF RECOMMENDATION

Accept NCCPA/Sonoma County Office of Education grant funding in the amount of \$530,000 and authorize President to sign any necessary grant documents on behalf of these funds, on condition that said documents are approved by JPA Counsel before signing.

Northern California Career Pathways Alliance
Financial Memorandum of Understanding

A. This Financial Memorandum Of Understanding ("MOU") is between the Sonoma County Office of Education ("SCOE"), Marin County Office of Education, Mendocino County Office of Education, Lake County Office of Education, Solano County Office of Education, Napa County Office of Education, collectively referred to as the "Secondary Partners"; Mendocino-Lake Community College District, Marin Community College District, , Napa Valley Community College District, Sonoma County Community College District, Solano County Community College District, collectively referred to as the "Postsecondary Partners"; Sonoma County Workforce Investment Board, , Mendocino County Workforce Investment Board, Workforce Alliance of the North Bay, Solano County Workforce Investment Board, collectively referred to as the "Workforce Investment Board Partners", which shall collectively as a whole be referred to as the "Partners."

B. THE PURPOSE of this financial MOU is to set forth the terms under which the Partners will work together as the regional consortium Northern California Career Pathways Alliance ("NCCPA") to distribute and utilize the funding provided by the California Career Pathways Trust Grant -AB 86 ("Grant").

C. The NCCPA is composed of the local educational agencies, community college districts, and business partners listed above described in the NCCPA Partnership Agreement ("Agreement") entered into by the Partners on or about March 7, 2014 in anticipation of the receipt of the funds from the Grant, and as further set forth in the attached final Agreement as **Exhibit A**.

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Partners hereto agree as follows:

1. SCOE has acted as the lead agency and fiscal agent for the NCCPA under the Agreement and has been successful in obtaining funding from the Grant on behalf of the NCCPA. This MOU is intended to set forth the terms under which SCOE will pass through the funds that will be distributed under the Grant.
2. Each Partner will hire staff and prepare an annual budget for activities it intends to undertake using the Grant funds. Once a Partner's annual budget has been submitted and approved by the NCCPA Partnership Board or its designee, the funds earmarked for that Partner will be passed through by SCOE according to each partner's annual budget.
3. Each Partner will annually prepare a report detailing how the Grant funds have been expended, and setting forth any unexpended Grant funds. A draft budget setting forth the anticipated funds to be distributed to each of the Partners is attached as **Exhibit B**.

4. The NCCPA Review Committee, the NCCPA Career Pathways Trust Grant Director, and Sonoma County Office of Education's Business Official [will track any unspent Grant funds from each year of the Grant, and will determine how such unexpended funds will be used. The decision of the Committee shall be final. Organizational and Governance Structure is attached as **Exhibit C**.
5. The Partners anticipate that in order to establish the programs to be funded under the grant, the expenditures and activities during the first year of the five-year Grant will differ from each of the remaining years. The parties further acknowledge that under the terms of the Grant, there is an initial survey report due to the State of California in September, 2015 and in May of each Grant year thereafter. Each Partner will provide the report described in the preceding paragraph to the Review Committee between April 1 and April 30 of 2015 and by May 1 of each year of the Grant thereafter so that the annual reports can be submitted timely in compliance with the terms of the Grant.
6. The Partners further anticipate that other funding will be available regionally to accomplish the purposes of the Grant. The NCCPA Board will meet quarterly, or as it, in the discretion of its members, determine is necessary, to review the availability of such other funding, the steps that SCOE has taken to obtain such funding, and how to distribute such additional funding as may be obtained during the term of the Grant.
7. SCOE will prepare the September, 2015 report and the annual report due each May thereafter to comply with the reporting requirements of the Grant.
8. Once the annual budget is adopted in final form, it will be substituted for Exhibit B to this MOU, and will become a part hereof. Each Partner may change the allocation of funds within their budget as long as a new budget is submitted within 30 days to the CTE Grant Director and the Sonoma County Office of Education Business Office. Each Partner will adhere to its terms, particularly Form D setting forth the terms of the Grant. Each Partner acknowledges that failure to do so will jeopardize that Partner's future funding under the Grant, in that any changes to the line items once a budget has been adopted, particularly failure to spend the funds in the categories authorized, must be justified to the State. The Executive Committee will give a warning to any Partner that fails to comply with this paragraph of this MOU, and more than one such warning shall be grounds to thereafter discontinue further distribution of Grant funds to such Partner.
9. Except as they may be inconsistent with the terms of this MOU, all terms of the March, 2014 Agreement attached as Exhibit A, including but not limited to the Responsibilities of the Partners, Notice, Dispute Resolution, Hold Harmless, and Non-Discrimination terms shall remain in effect, and shall remain binding on the Partners throughout the term of the Grant and of this MOU.

10. This MOU shall take effect upon the date that the last of the Partners shall have executed it and provided executed copies to all other Partners. This MOU may be executed in counterparts, and each signed counterpart shall constitute an original.

Steven Herrington, Ph.D.,
Sonoma County Superintendent of Schools

SONOMA COUNTY OFFICE OF
EDUCATION

[Name & Position]	Date
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WORKFORCE ALLIANCE OF THE NORTH BAY

ATTACHMENT (III G-1)

TO: WORKFORCE ALLIANCE OF NORTH BAY GOVERNING BOARD
FROM: STAFF
SUBJECT: AUTHORIZE PRESIDENT TO SIGN WANB LOCAL AREA MODIFICATION AND CERTIFICATION APPLICATIONS TO ESTABLISH WORKFORCE ALLIANCE OF NORTH BAY
DATE: JUNE 21, 2016
CC: FILE

JPA staff solicits Workforce Alliance Governing Board authorization for the Board President to sign the following state required documents to establish the Workforce Alliance of the North Bay workforce development area and governance structure.

1. Local Area Modification Application
2. Local Board (Re)Certification Application 2016-2018
3. Subgrantee Information Type I Change Form

As required by the State of California, certain administrative documents are necessary to modify our local area to form a new local area consisting of Marin-Napa & Lake counties, and to certify our regional workforce development board with the State of California. These documents taken together constitute a large package of information that is available for review by any member of the public at 120 N. Redwood Road, San Rafael, CA 94903.

Subsequent to completing these documents, we will forward to the State Workforce Development Board for consideration and approval at their June 29th, 2016 meeting and forward to the Governor of ratification. Thereafter, the Workforce Alliance of the North Bay workforce development area and its governance structure will be established and ready for business on July 1, 2016.

STAFF RECOMMENDATION

Authorize Board President to sign all necessary state forms for transition including the Local Area Modification Application, Local Board (Re)Certification Application, and Subgrantee Information Change form, and submit to the State of California for approval.