



WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY

Board of Director's Meeting

Friday, May 19, 2023

8:30 a.m. – 10:30 a.m.



500 Chadbourne Road, Suite A
Fairfield, CA 94534



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

BOARD OF DIRECTORS MEETING NOTICE

Friday, May 19, 2023

8:30 – 10:30 a.m.

**500 Chadbourne Road, Suite A
Fairfield, CA 94534**

MEETING AGENDA

- | | | |
|--------------|---|-------------|
| I. | Call to Order | |
| II. | Introductions | |
| III. | Agenda Additions/Deletions | |
| IV. | Public Comment – <i>Workforce Development Board (WDB) members, staff, or the public may address the WDB on subjects relating to employment and training in Solano County. A time limit of 3 minutes may be imposed. No action may be taken on non-agenda items.</i> | |
| V. | Closed Session | |
| | A. Pursuant to §54957.6(b)(1) Annual Evaluation of the WDB’s President/Executive Director, Heather Henry | |
| | B. Pursuant to §54957.6(a) Review of Proposed Employee Retirement Plan – 2022 Employer Contribution | |
| | C. Pursuant to §54957.6(a) Discussion Regarding Employee Matters | |
| VI. | Open Session | |
| | A. Pursuant to §54957.6(b)(1) Report on any Action Resulting from Closed Session | |
| | B. Pursuant to §54957.6(a) Report on any Action Resulting from Closed Session | |
| | C. Pursuant to §54957.6(a) Report on any Action Resulting from Closed Session | |
| VII. | Informational Reports | PAGE |
| | A. Board Chair (Verbal) | |
| | B. Committee Chairs (Verbal) | |
| | C. President/Executive Director (Verbal) | |
| | D. Reports (Written) | 1 |
| VIII. | Consent Calendar | |
| | A. Approval of March 23, 2023, Meeting Minutes | 16 |
| | B. Approval of the Workforce Development Board Local Area Subsequent Designation and Local Board Recertification for Program Year 2023-25, and Give the Board Chair Signature Authority | 20 |
| | C. Approval of the Conflict of Interest and Code of Conduct Policy, Change 1 | 32 |
| | D. Approval of a 3 rd Year Contract Renewal with California Human Development for One Stop Operator Services Not to Exceed an Additional Contract Amount of \$23,500; Give President/Executive Director Authority to Finalize and Sign the Approved Contract, and Make Administrative Changes, as Needed | 34 |
| | E. Approval for a Contract with a 2 nd Workforce Innovation and Opportunity Act (WIOA) Youth Program Services Provider, On the Move (VOICES Solano), for a First Year Contract Not to Exceed \$148,022, Give President/Executive Director Authority to Finalize and Sign the Approved Contract, and Make Administrative Changes, as Needed | 41 |
| | F. Approval for a Contract with NetXperts, LLC to Serve as the Managed IT Systems Service Provider for a First Year Contract not to Exceed \$56,400; Give President/Executive Director Authority to Finalize and Sign the Approved Contract, and Make Administrative Changes, as Needed | 53 |

G.	Approval for a Contract with Saavedra Fam Inc. for Janitorial, Maintenance and Facilities Support Services for a First Year Contract Not to Exceed \$65,232; Give President/Executive Director Authority to Finalize and Sign the Approved Contract, and Make Administrative Changes, as Needed	59
H.	Approval of the Supportive Services and Incentive Policy, Change 1	67
IX.	Action Items	
A.	Approval of the New Workforce Board Appointment, Mr. Glenn Loveall of Napa-Solano Central Labor Council, as Labor Representative	69
B.	Approval of the Proposed Preliminary Budget for Program Year 2023-24	75
C.	Approval for a 3 rd Year Contract Renewal with RDA Consulting, SPC for Regional Organizer and Regional Training Coordinator Services Not to Exceed an Additional Contract Amount of \$84,941; Give President/Executive Director Authority to Finalize and Sign the Approved Contract, and Make Administrative Changes, as Needed	85
D.	Approval for a 2 nd Year Contract Renewal with First Place for Youth as the Workforce Innovation and Opportunity Act (WIOA) Youth Program Services Provider Not to Exceed an Additional Contract Amount of \$176,495.55; Give President/Executive Director Authority to Finalize and Sign the Approved Contract, and Make Administrative Changes, as Needed	93
E.	Approval for a Contract with Student Conservation Association, Inc. for Climate Transition Summer Youth Work Experience for an Amount Not to Exceed \$127,745; Give President/Executive Director Authority to Finalize and Sign the Approved Contract, and Make Administrative Changes, as Needed	105
F.	Approval for a Contract with Foundation for California Community Colleges to Serve as Employer of Record for Work Experience Clients Not to Exceed \$139,279; Give President/Executive Director Authority to Finalize and Sign the Approved Contract, and Make Administrative Changes, as Needed	113
G.	Approval for a Contract with California Employer Association for Employer Training Services, funded by the American Rescue Plan Act, for an Amount Not to Exceed \$99,820; Give President/Executive Director Authority to Finalize and Sign the Approved Contract, and Make Administrative Changes, as Needed	121
H.	Rescission of COVID Addendums to 2018-04 Incumbent Worker, 2018-07 On-the-Job Training, and 2020-04 Supportive Services and Incentives Policies	127
X.	Adjournment	
	Note: The next Board of Director's meeting is scheduled for Friday, July 21, 2023	

REPORTS





WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT Reports	MEETING DATE May 19, 2023	AGENDA ITEM VII.D
FROM Heather Henry, President/Executive Director	ACTION REQUIRED YES NO ✓	ATTACHMENTS A - C

SUMMARY

Staff has provided written updates on the following attached reports. Highlights will be summarized verbally.

ATTACHMENT:

- Attachment A: Compliance & Operational Reports – monitoring, personnel, and expenditures
- Attachment B: Programmatic Highlights
- Attachment C: Programmatic Performance Reports
 - AJCC Service Summary
 - Job Seeker Services Grant Metrics
 - WIOA 3-Year Trends

Compliance and Operational Report



The Compliance and Operational Report provides an overview of monitoring and personnel updates occurring since the last board meeting.

Monitoring Report

This report updates the Workforce Development Board (WDB) of Solano County on the outcomes of the Federal, State, and County audit and monitoring reviews of the agency operations. Open and prior audit and monitoring reports are available on request.

Definitions for the types of outcomes are:

- 1) Finding is an instance of noncompliance with grant rules that must be resolved through corrective action – findings that could lead to a disallowed cost will be noted as such; and
- 2) Concern is a condition that may become a compliance issue if not addressed.

Recent/Open Monitoring Activity:

- Eide Bailly, contracted by the County of Solano, finalized the **Single Audit** for Fiscal Year 2021-22. The Audit included of the WDB's program activities funded by WIOA. *Eide Bailly issued a final report with one finding:*

Finding 1: Eide Bailly identified one (1) instance in which a required financial report was not submitted, and one (1) instance in which amounts were incomplete/inaccurately reported. The County did not have procedures in place over these reports to ensure that all required financial reports were submitted and that financial reports were complete and accurate prior to submission. No costs were identified as questioned. Eide Bailly recommends that the County review its policies and procedures with regards to the preparation and submission of reports.

WDB Response: Management agrees with the finding. The WDB had transition of fiscal directors in FY2021-22. As a result, the fiscal director at the time of the reports in question was not fully aware of the fiscal reporting requirements. However, this has been addressed and a new procedure for fiscal reporting in the state's system has been established. This new procedure has been in effect since July 1, 2022.

- The State of California Employment Development Department (EDD) Compliance Review Unit conducted a desk review of the WDB's **Equal Employment Opportunities (EEO)** activities funded by WIOA in November 2021. *EDD issued a final report on June 24, 2022, and determined two findings:*

Finding 1: Upon reviewing participant files, EEO Specialist identified that disability and medical related information was being collected and stored together. EDD recommends the WDB collect and store Equal Opportunity Questionnaires separately from the participant files; review all forms and assessments to ensure questions about disability and medical questions are on a separate sheet; redact disability and medical information from participant files; and

store files with disability and medical information separately.

WDB Response: While the current practice is to maintain disability and medical-related information in a separate file, staff will review all participant files to ensure that such a practice is consistently adhered to. A follow-up on file reviews previously conducted will continue until all active and exited files are thoroughly reviewed and corrected. WDBSC plans for this action to be completed no later than June 30th, 2022.

EDD accepted the WDB's corrective action plan. However, the finding cannot be closed until a future on-site visit verifies successful implementation of the corrective action.

Personnel Report

The Personnel Report provides the Board with information regarding recruitments, promotions, and departures of WDB employees. Below are the staffing changes during the reporting period:

Terminations: ***Joyce Ugweje (Involuntary Termination)***
Effective Date: April 10, 2023
Classification: Manager I
Position: Job Seeker Services Senior Manager

Michael Pryor (Involuntary Termination)
Effective Date: May 12, 2023
Classification: Manager I
Position: Accounting Manager

Expenditure Report

This is the Workforce Development Board of Solano County's (WDB) report of expenditures for the 2022-23 program year, through April 30, 2023. With 83.3% of the program year elapsed, the expenditures compared to the plan equal 58.1%.

Attachment A contains the expenditure report; the report format shows the funding and expenditure information from two viewpoints. The top contains grant funding vs. grant expenditures. The bottom contains line-item budget vs. line-item expenditures.

Significant Revenue Discrepancies:

- WIOA Dislocated Worker funds are under expended to date due to low enrollments. Funds will be able to be carried into FY2023-24.
- WIOA Youth funds are under expended to date. Youth contract invoicing are currently behind schedule. In addition, funds are set aside for an additional youth contract with Voices, which will begin June 1, 2023. Remaining funds will be able to be carried into FY2023-24. Staff are watching to ensure that Work Experience requirements are met for FY2022-23.

- WIOA Rapid Response and Layoff Aversion are under expended to date. Funds may need to be returned to the state at the end of fiscal year.
- CWDB – CNA Upskilling Program is slightly under expended in the report. Programmatic contract invoicing is slightly behind schedule, but expenditures in general are on track.
- EDD – COVID National Dislocated Worker Grant (NDWG) completed on March 31, 2023 under expended due to low enrollment numbers.
- City of Vacaville – Manufacturing Retention and Shop Local are close to being fully expended.
- City of Vallejo – ARPA Small Business Assistance is near completion of activities. All microgrants have been disseminated. The Restaurant Resiliency program is near completion and this grant is anticipated to be fully expended prior to June 30, 2023.
- County of Napa – Microbusiness Grants was completed December 31, 2022. The grant closed with 93% of funds expended.
- County of Solano – ARPA Grants are under expended to date. A number of factors influence current low expenditures, including delayed contract negotiations. Community Workforce Grants began service delivery February 2023. All projects except Sustain Service Delivery are multi-year grants and can be carried into FY2023-24.
- County of Solano – Microbusiness Grants are under expended to date. Staff are currently working on vetting additional grantees to finalize the grant in June 2023.
- CWDB / Sonoma WIB – Regional Implementation 4.0 was completed December 31, 2022. WDB expenditures were fully expended, but the Regional Organizer contract was underspent at the close of the contract.
- CWDB – Regional Equity began in spring 2023. Anticipated expenditures have been reallocated for FY2023-24.
- Restaurant Resiliency – This grant received additional funding in spring 2023 and is on track to be finalized in August 2023.
- H&SS Job Skills Program is currently over expended due to high expenditure rates in the first quarter of the fiscal year. Expenditures will even out by the completion of the fiscal year.
- SBDC Funds include the Capital Improvement Program (which started in October 2022), the Small Business Administration (SBA), and the Technical Assistance Program (TAP), SBDC Local Match, and SBDC Donations and Sponsorships. Expenditures are spread across the three programs and will even out by the end of the Fiscal Year. SBDC Program Income and Donations are planned, but not required, to be spent this fiscal year. All remaining funds can be carried into FY2023-24.
- WellsFargo – Dream Incubator started in the fall of 2022. Expenditures are track and will be finalized in fall 2023.

Significant Expenditure Discrepancies:

- Vocational Training, Work-Based Training, and Supportive Services expenditures are significantly underspent due to low enrollments. Enrollments have been increasing and

expenditures will increase but are unlikely to be fully spent this fiscal year. Remaining training funds will be carried into the next fiscal year.

- Small Business Payments include microgrant payments and nonprofit infrastructure grants. The majority of the microgrant payments are currently being finalized and the nonprofit infrastructure grants are planned for the spring of 2023. Any remaining funding can be carried into FY2023-24.
- Outreach is currently under expended. These expenditures include outreach and career awareness contracts that are intended to begin in spring 2023. Any remaining funding can be carried into FY2023-24.
- Program Contracts include WIOA contracts that are generally on target, as well as ARPA contracts that had delayed invoicing in spring 2023. ARPA contracts consist of a significant piece of this line item. Any remaining funds can be carried into FY2023-24.
- Employee / WDB Development is currently under expended; however, conference attendance and trainings are planned for spring 2023 and will be reflected in future expenditure reports.
- Supplies / Equipment / Software include a significant cost to improve the technology hardware in the Vallejo AJCC. This project is planned for spring of 2023. Any remaining funds can be carried into FY2023-24.
- Other Operating Costs are over expended due to higher than anticipated County administration fees, including fees for the WDB's participation in the County audit. Staff are currently evaluating options for addressing the overage.

WDB SOLANO

FY2022-23 Expenditure Report - as of April 30, 2023

	BUDGET 2022-23 Mod 2 <i>Approv. 3/23</i>	% of Budget	Apr '23 Actuals	% Expended 83.3%
REVENUE:				
<i>State Grant Revenue</i>				
WIOA Adult	\$985,378	11.6%	\$749,709	76.1%
WIOA Dislocated Worker	1,004,645	11.8%	670,721	66.8%
WIOA Youth	1,110,144	13.0%	639,883	57.6%
WIOA Rapid Response	176,459	2.1%	108,341	61.4%
WIOA Layoff Aversion	49,046	0.6%	33,361	68.0%
EDD - COVID National Dislocated Worker Grant (NDWG)	68,290	0.8%	41,157	60.3%
CWDB - CNA Upskilling Program	165,296	1.9%	107,332	64.9%
CWDB - Regional Plan Implementation 5.0	17,188	0.2%	-	0.0%
Grant Revenue Total	\$3,576,446	42.0%	\$2,350,504	65.7%
<i>Other Government Grants/Contracts</i>				
City of Vacaville - Manufacturing Retention	\$13,399	0.2%	\$13,399	100.0%
City of Vacaville - Shop Local	9,068	0.1%	8,897	98.1%
City of Vallejo - ARPA Small Business Assistance	596,260	7.0%	577,640	96.9%
County of Napa - Microbusiness Grants	167,773	2.0%	156,128	93.1%
County of Solano - ARPA 1: Sustain Service Delivery	715,961	8.4%	296,246	41.4%
County of Solano - ARPA 2: Community Workforce	481,234	5.7%	68,023	14.1%
County of Solano - ARPA 3: Industry Training	648,658	7.6%	167,121	25.8%
County of Solano - ARPA 4: Community Engagement	233,313	2.7%	96,495	41.4%
County of Solano - ARPA SB1: Small Business TA	171,890	2.0%	28,749	16.7%
County of Solano - ARPA SB2: Business Incubator	272,650	3.2%	141,364	51.8%
County of Solano - ARPA SB3: Services for Businesses	110,200	1.3%	15,745	14.3%
County of Solano - Microbusiness Grants	525,379	6.2%	287,915	54.8%
CWDB - Prison to Employment 2.0	18,768	0.2%	-	0.0%
CWDB - Regional Equity	125,471	1.5%	24,601	19.6%
CWDB / Sonoma WIB - Regional Implementation 4.0	39,714	0.5%	39,722	100.0%
FSUSD - Restaurant Resiliency	49,665	0.6%	13,002	26.2%
H&SS - Job Skills Program	250,000	2.9%	243,516	97.4%
H&SS - Success Track	86,558	1.0%	86,657	100.1%
NorCal SBDC - Capital Improvement Program (CIP)	31,338	0.4%	25,100	80.1%
NorCal SBDC - Small Business Administration (SBA)	199,855	2.3%	155,431	77.8%
NorCal SBDC - Technical Assistance Program (TAP)	60,972	0.7%	63,873	104.8%
SBDC Local Match	52,590	0.6%	42,585	81.0%
Other Government Revenue Total	\$4,860,716	57.1%	\$2,552,208	52.5%
<i>Other Revenue</i>				
Kaiser - Restaurant Resiliency	\$2,250	0.0%	\$3,000	133.3%
Napa Valley College	\$8,000	0.1%	4,682	58.5%
SBDC Program Income	\$10,000	0.1%	4,786	47.9%
WellsFargo - Dream Incubator	\$50,000	0.6%	28,093	56.2%
Other Revenue Total	\$70,250	0.8%	\$40,561	57.7%

	BUDGET 2022-23 Mod 2 <i>Approv. 3/23</i>	% of Budget	Apr '23 Actuals	% Expended 83.3%
<i>Donations and Contributions</i>				
SBDC Donations and Sponsorships	\$9,953	0.1%	\$1,619	16.3%
Donations and Contributions Total	\$9,953	0.1%	\$1,619	16.3%
TOTAL REVENUE	\$8,517,366	100%	\$4,944,891	58.1%
EXPENSES:				
Salaries and Benefits	\$3,430,209	40.3%	\$2,557,889	74.6%
Personnel Expenses	\$3,430,209	40.3%	\$2,557,889	74.6%
		0.0%		
Vocational Training	\$715,120	8.4%	\$84,040	11.8%
Work-Based Training	\$202,134	2.4%	59,194	29.3%
Supportive Services	\$28,590	0.3%	19,111	66.8%
Business Advisors	\$313,892	3.7%	245,275	78.1%
Small Business Grants / Payments	\$1,714,480	20.1%	983,250	57.3%
Outreach	\$98,037	1.2%	9,410	9.6%
Program Contracts	\$1,062,393	12.5%	286,567	27.0%
Direct Program Costs	\$4,134,645	48.5%	\$1,686,846	40.8%
		0.0%		
Communications / IT	\$127,281	1.5%	\$97,154	76.3%
Employee / WDB Professional Dev	\$15,868	0.2%	8,052	50.7%
Facilities	\$544,872	6.4%	387,276	71.1%
Memberships	\$17,140	0.2%	13,621	79.5%
Mileage / Travel	\$11,483	0.1%	8,634	75.2%
Supplies / Equipment / Software	\$121,057	1.4%	55,321	45.7%
Other Operating Costs	\$114,809	1.3%	130,099	113.3%
Other Costs	\$952,509	11.2%	\$700,157	73.5%
TOTAL EXPENSES	\$8,517,363	100%	\$4,944,891	58.1%

Revenue Over / (Under) Expenses

\$0

Programmatic Highlights



The Programmatic Highlights Report provides a narrative of key activities for America's Job Center of CA (AJCC) activities; Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker, Youth, and Rapid Response Grants; CalWORKS Pathway to Success contract; discretionary grants; and the Solano Small Business Development Center (SBDC) occurring since the last board meeting.

America's Job Center of California (AJCC)

This report updates the Workforce Development Board (WDB) of Solano County on the activities conducted at the America's Job Center of California (AJCC) and other community locations. This report is for the period of January to February 2023.

Reporting period highlights include:

- Community Engagement Panel Participation with B.A.S.I.C. – In March 2023, an event was hosted in Vallejo by Solano Community College and Bay Area System Impacted Consortium (B.A.S.I.C.). Alameda, Contra Costa, Marin, Napa and Solano counties were invited to facilitate panel discussions focused on community partners who serve justice involved families and adult students. AJCC staff joined the Community Support Services and Engagement panel in a lively discussion with more than 100 individuals in the audience.
- Clean Slate Event in Vallejo – In late April 2023, the AJCC participated in an outdoor “Clean Slate” event hosted by the Solano County Public Defender's Office, Kaiser Permanente, the Social Security office, several county departments, and community-based organizations. This event was part of an all-California effort to engage with Solano County justice impacted individuals to provide legal services at no cost to those that qualified. At the event there were specific resources for veterans, unhoused individuals, students, families with young children, those seeking recovery from addiction and employment. Over 170 people were served by the public defender's office in conjunction with Legal Services of Northern California. There are plans to hold this event in Fairfield and Vallejo, again, later this year.

WIOA Programs

The Workforce Services Division is responsible for outreach and recruitment, assessment, enrollment and exit of eligible WIOA Adult, Dislocated Worker, and Youth participants. A significant percentage of the organization's participants participate in WIOA programs. Reporting period highlights are below.

Job Seeker Services:

- Operations– The Job Seeker Services (JSS) team is currently going through transition due to a change in leadership. The team is currently reviewing its forms and processes in order to improve service delivery.
- Youth Program – The WDB and First Place for Youth (FPFY) team continue to serve youth participants. The current plan scheduled for May 30 – July 4, 2023, is underway to provide ten (10) youth participants with an opportunity to engage in a Pharmacy Pre-apprenticeship program with Thryv Consulting. This program will consist of a 7-week module followed by an 80-hour externship with CVS local stores. The collective team is excited about the opportunity and has begun the vetting process to ensure full participation. Supportive services will be provided to secure the necessary supplies to complete the training plan. Additional opportunities will be provided for those participants who choose to pursue certification to enter employment in the pharmacy career path.

Business Services:

- NorCal Career Fair – The WDB held its first NorCal Career Fair since pre-pandemic during the reporting period. The event featured 60 businesses and 14 job seeking resources for the local community. The event was hosted at Solano Community College’s main campus on April 13, 2023 from 9:30am-12:30pm. There were over 220 job seekers that attended the event. During the event there were over 150 interviews held onsite and another over 180 interviews scheduled for a later date. Four (4) businesses sponsored the event for a total of \$11,500 in program income. Overall, the event went extremely well and will look into increase our business size in future events.
- Solano Micro Business COVID-19 Relief Grant – The County of Solano partnered with the WDB’s Business Services and the SBDC to administer the microbusiness small grant program funded by the California Office of Small Business Advocate in Solano County.

WDB staff is currently vetting round two (2) of approved applicants and has been able to award a total of 114 businesses to date totaling \$285,000 in grant funding. Staff will continue vetting all remaining applications until all funds are awarded or the grant period ends on June 30, 2023.

Discretionary Grants

The WDB currently implements the following discretionary grant programs for job seekers:

- CNA Upskilling Program (funded by California Workforce Development Board’s Accelerator 10.0)

Reporting period highlights include:

- CNA Upskilling Program –During the reporting period, staff presented to Paradise Valley Estates Certified Nursing Assistant (CNA) to gauge interest in the CNA microcredentials

developed as part of the project. Ten (10) employees have been identified for the first round and will begin training in the next reporting period.

ARPA Grants

The WDB and SBDC collectively implements seventeen (17) projects across seven (7) contracts under the American Rescue Plan Act to benefit both job seekers and small businesses on behalf of the County of Solano:

- Sustain / Extend Current Services – WDB Staffing, WDB Training, SBDC Business Advising
- Community Workforce Services – Community Workforce Grants, Technical Assistance and Infrastructure Grants for Nonprofits
- Industry-Based Job Training
- Expanding Community Engagement – Community Engagement and Job Readiness, Virtual Service Tools, Vallejo Job Center Improvements, Employer Resource Network
- Small Business Advising – Expanded SBDC Advising, Culturally Competent Advising, Business Peer Advisory Groups
- Business Incubator – Incubator Trainings, Microgrants
- Services for Businesses – Business Training Series, Business Translation Services Pilot, Work-Based Mental Health Services

Reporting period highlights include:

- Sustain / Expand Current Services – During the reporting period, activities and expenditures continued to propel forward. Staff is on target to complete 80 ARPA enrollments by June 30, 2023. The training portion of the contract has had a much slower start. As such, the County has extended the term of the agreement to September 30, 2024. SBDC business advising has been completed under this contract.
- Community Workforce Services – Activities of the seven (7) community workforce grants are underway. In addition, the technical assistance provider has held a kick-off meeting and begun the assessment and coaching phase of the technical assistance plan.
- Industry-Based Job Training – Activities in each of the identified industries and projects have commenced for this ARPA contract. Current project progress includes:
 - Hospitality – The WDB has hosted three (3) Food Manager Certificate Workshops to date. Fifty-one (51) individuals attended the workshops and 45 passed the exam and earned the Food Manager Certificate. Two workshops were hosted at the WDB Chadbourne location, and one was hosted by Maske Restaurant in Vacaville. The WDB will be hosting another workshop on May 23, 2023 and will be also hosting a Spanish language workshop on June 5, 2023. The May 23rd workshop is already full, and staff expect the Spanish language workshop to fill up also.

This workshop is important to workers in the Accommodations & Food Services Industry as individuals with the Food Manager Certification have better opportunities for gaining employment, maintaining employment, and getting promoted.

- Climate Transition – Working collaboratively with various Solano County entities with interest in climate transition, regional park access, and education; the WDB is finalizing plans to facilitate a 5-week Summer Youth Work Experience Program. Two (2) supervisors will be working alongside ten (10) youth, working inside of Solano Land Trust sites and Fairfield-Suisun Sewer district, to date, performing duties ranging from fire prevention, park maintenance, to planting of trees and shrubs. The experience would also include vocational development and experience meeting with community leaders.

The Climate Transition Summer Youth Program is scheduled to start July 5, 2023. The Student Conservation Association has been contracted to facilitate the Summer Program offering ten young people aged 16-19 the opportunity to gain skills related to Climate Transition, develop a Vocational Portfolio, and be connected to community leaders through a Lunch with Leaders component of the program. Outreach has started and about 16-18 youth have already shown interest in the program. The participants will work for six weeks and will be paid \$17.10 per hour.

Representatives from the Solano County Office of Education, Solano County Juvenile Probation and regional High Schools have expressed excitement that the WDB of Solano County is offering an opportunity for young people to have a fulfilling summer work experience.

Small Business Development Center (SBDC)

The WDB is the host for the Solano Small Business Development Center (SBDC). Services for small businesses include one-on-one business advising through expert consultants and seminars and events for small businesses throughout the county.

Reporting period highlights include:

- Solano Success Accelerator Program – SBDC completed the first of six (6) Accelerator programs in March 2023. The first cohort had 17 graduates who got help with refining their business plan and growth strategies. Each of the graduates received \$4,000 upon their completion of the class and business pitch. SBDC had nine (9) of the area's top Business Advisors teaching the class, including one who appeared and was funded on the Shark Tank show.

SBDC also launched two (2) more Accelerator programs in April, one (1) in Spanish and one (1) in English. Staff are receiving very positive feedback from the participants that the \$4,000 is nice, but they recognize the help and advice they are getting is worth far more than the microgrant.

- Business Translation Services – The SBDC contracted with Language Link, who provides both verbal and written translation services in 300 languages and dialects. Funded through ARPA, this service allows SBDC to offer free translation services to any non-English speaking businesses in Solano County.
- Napa Childcare Forgivable Loan Program – The SBDC received funding from Napa County to provide support for their ARPA-funded applicants who apply for the Forgivable Childcare program offering \$250,000 – \$1,000,000 to purchase or expand facilities or homes for childcare providers. The forgivable loan amount will be predicated on how many childcare slots they are able to create and maintain. SBDC is providing two (2) advisors, one (1) who speaks English and one (1) who is multi-lingual. Both advisors are highly knowledgeable about real estate, construction and how to complete complex applications such as this one.

Solano America's Job Center of California

FY 2022-23 Service Summary

July 2022 - April 2023

Customer Traffic by Location	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	Jul-April FY21-22
Vallejo AJCC (Virtually and in person)	394	619	437	523	607	560	874	513	562	552			5,641	3,924
Fairfield AJCC	546	635	504	582	718	536	721	547	607	535			5,931	9,905
Total Road to Employment locations *	14	10	12	19	15	17	25	39	83	58			292	168
Vacaville Library Road to Employment	6	4	8	9	5	9	7	17	17	3			85	48
Vallejo JFK Road to Employment	6	3	1	5	4	2	3	8	3	1			36	27
Vallejo Springtowne Road to Employment	2	3	1	5	4	4	6	6	3	1			35	25
Vallejo Health & Social Services	0	0	0	0	0	0	0	0	0	0			0	--
Vallejo First 5 Center	0	0	0	0	0	0	0	0	0	0			0	--
Fairfield Suisun Adult School	0	0	2	0	2	2	9	8	60	53			136	70
Total	954	1,264	953	1,124	1,340	1,113	1,620	1,099	1,252	1,145			11,864	13,997

CalJOBS Statistics	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	Jul-April FY21-22
New Individuals that Registered	230	614	385	477	624	605	1,037	639	691	657			5,959	7,364
Unique Individuals Receiving Services	501	828	790	828	970	815	1,303	1,091	1,072	1,033				
All Services Provided to Individuals	1,294	2,233	1,947	2,141	2,680	2,254	3,927	3,295	3,100	3,055				

Key Services Provided	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	Jul-April FY21-22
AJCC Welcome (Orientation)	0	0	12	16	23	17	36	51	37	49			241	0
Youth Orientations (AJCC) Welcome	0	0	1	2	0	0	0	0	0	0			3	0
Intro to Job Connect & Career Training	--	--	--	--	--	--	--	--	--	--			0	0
Parole and Community Team (PACT) **	0	12	13	11	14	15	6	11	11	11			104	164
Working CA - TAFB	--	--	--	--	--	--	--	--	--	--			0	0
EDD & UI Workshops (virtual)	--	--	--	--	--	--	--	--	--	--			0	727
AJCC - Workshops (virtual)	0	0	7	0	2	13	7	0	4	2			35	45
Career Advantage Sessions - (virtual)	--	--	--	--	--	--	--	--	--	--			0	--
Veterans Network - Fairfield (On Site)	14	14	0	14	23	14	11	11	19	16			136	131
CASAS Skills Testing	0	0	0	0	0	0	0	0	0	0			0	1
Typing Tests - Fairfield (On Site)	11	17	4	10	10	5	7	8	5	10			87	121
Basic Computer Skills Classes	--	--	--	--	--	--	--	--	--	--			0	2
Special Events: visitors at Clean Slate event	3	26	13	23	12	8	34	7	27	30			183	74
Total:	28	69	50	76	84	72	101	88	103	118			789	1,265

*Combined

**In person as of October 2022

PY 22/23 Job Seeker Deliverables by Grant Funded Program

Reporting Period: July 2022 to April 2023

WIOA Adult/DW	Goal	July	August	September	October	November	December	January	February	March	April	May	June	YTD	83% On Target
Applications*	170	1	5	3	4	7	3	18	9	15	7			72	42%
Newly Enrolled*	115	5	7	3	5	3	8	12	17	13	10			83	72%
Occupational Training*	45	0	1	0	2	3	1	8	4	4	3			26	58%
Employer-Based*	15	1	0	0	1	1	1	2	0	0	0			6	40%
Credentials*	20	3	2	0	0	1	5	3	1	3	5			23	115%
MSG*	35	2	2	0	6	1	2	6	6	3	6			34	97%
Exited*	85	6	16	17	20	8	4	6	5	3	1			86	101%
Employed At Exit*	72	5	6	7	7	3	0	1	2	2	2			35	49%
Average Wage *	\$ 31.00	\$ 21.00	\$ 26.68	\$ 24.76	\$ 32.70	\$ 25.00	-	\$ 25.00	\$ 29.50	\$ 34.51	\$ 24.00			\$ 27.02	87%

* May represent co-enrolled participant

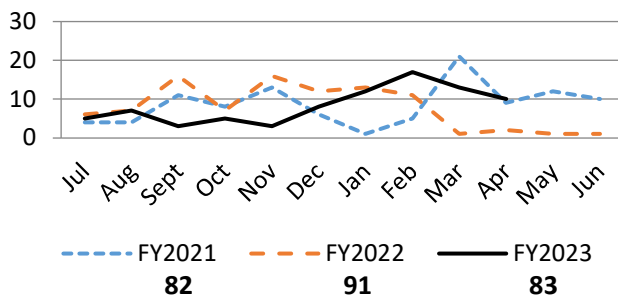
WIOA Youth	Goal	July	August	September	October	November	December	January	February	March	April	May	June	YTD	On Target
Application	80	2	0	0	0	3	3	0	2	2	0			12	15%
Enrolled	25	6	0	0	0	3	2	1	0	4	0			16	64%
Occupational Training	0	0	0	0	0	0	0	1	0	0	0			1	0%
Employer-Based	20	6	0	0	0	0	0	0	0	0	0			6	30%
Credentials	0	0	5	0	0	0	0	0	0	1	0			6	0%
MSG	0	6	1	0	0	0	0	1	0	0	0			8	0%
Exited	20	1	0	2	11	0	1	1	2	0	0			18	90%
Employed At Exit	18	2	0	4	1	0	0	0	0	0	0			7	39%
Median Wage	\$ 18.00	\$ 23.60	-	\$ 17.50	\$ 23.00	-	-	-	-	-	-			\$ 23.00	128%

NDWG COVID	Goal	July	August	September	October	November	December	January	February	March	April	May	June	YTD	On Target
Enrolled	30	0	0	0	6	1	0	1	6	3				17	57%
Occupational Training	1	0	0	0	0	0	0	0	1	0				1	100%
Employer-Based	3	0	0	0	0	1	0	0	0	0				1	33%
Credentials	2	2	0	0	0	1	2	0	0	0				5	250%
MSG	3	1	0	0	3	0	0	0	0	0				4	133%
Exited	50	1	2	4	6	1	0	0	0	0				14	28%
Employed At Exit	30	0	4	0	2	1	0	0	0	0				7	23%
Median Wage	\$ 34.00	-	\$ 29.88	-	\$ 30.00	\$ 15.50	-	-	-	-				\$ 29.88	88%

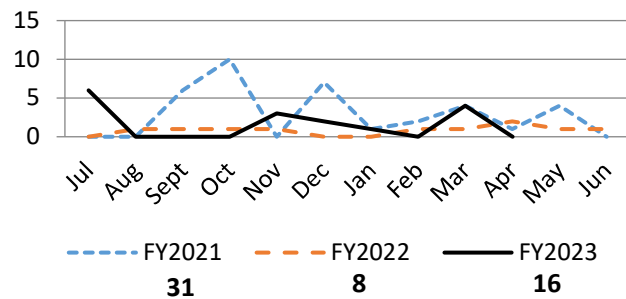
CNA	Goal	July	August	September	October	November	December	January	February	March	April	May	June	YTD	On Target
Enrolled	80													0	0%
Employer-Based	80													0	0%
Credentials	35													0	0%
MSG	60													0	0%
Exited	40													0	0%
Employed At Exit	35													0	0%
Median Wage	\$ 27.00													\$ -	0%

Key 3-Year WIOA Indicator Trends PY2022/23 - July 2022 - February 2023

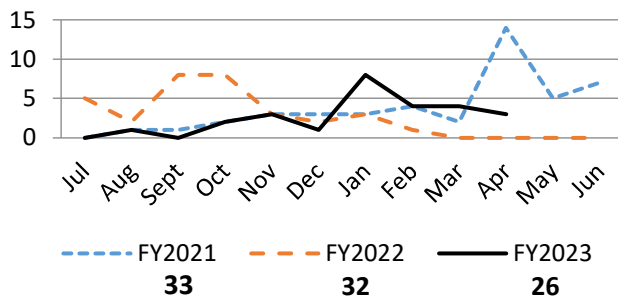
WIOA Adult/DW Enrollments



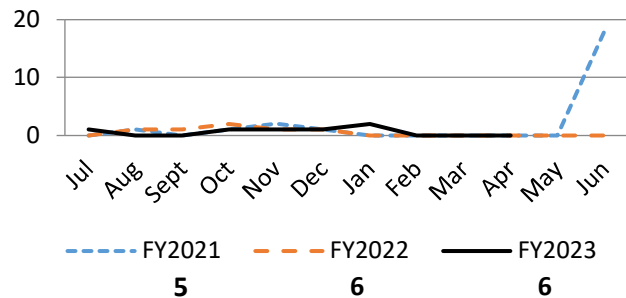
WIOA Youth Enrollments



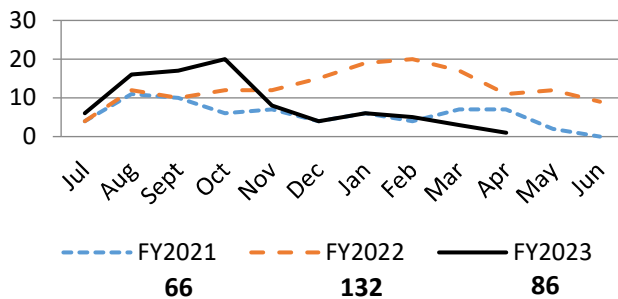
WIOA Adult/DW in Training



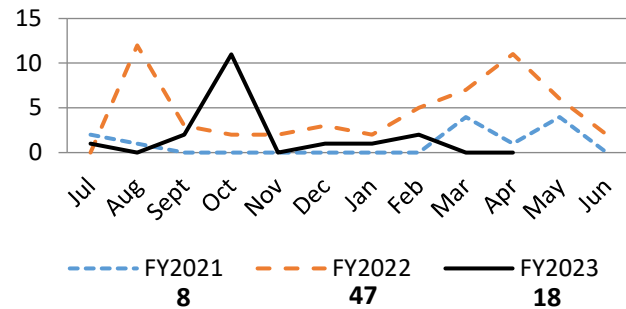
WIOA Adult/DW Earn & Learns



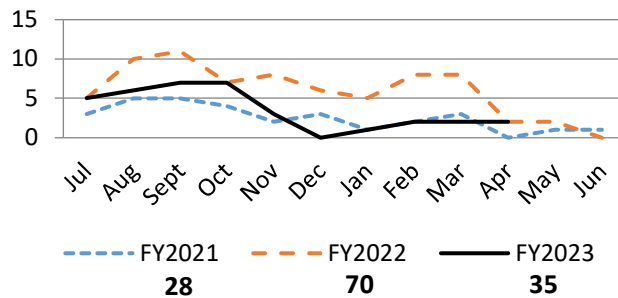
WIOA Adult/DW Completions



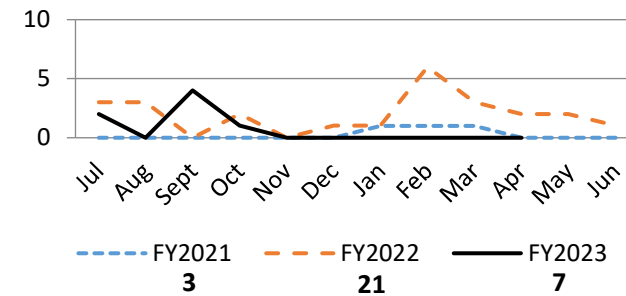
WIOA Youth Completions



WIOA Adult/DW Employment



WIOA Youth Employment



CONSENT CALENDAR



MINUTES
BOARD OF DIRECTORS MEETING
March 23, 2023

I. Call to Order

Board Vice Chair, Chris Churchill, called the meeting to order at 8:31 a.m. Quorum was established.

Members Present: Chris Churchill, Kelli Courson, Shannon Dodds, Tiffany Donahue, Gerald Huber, Chris Huxsoll, Melvinia King, Sabrina Martin, Thomas Stuebner, David Tam

Members Absent: Danny Bernardini, Suzanne Castano, Mark DeWeerd, Mary Dugbartey, Celia Esposito-Noy, Mario Giuliani, Fadi Halabi, Tim Healer, Viola Lujan, Stephen Reese, and Jon Riley

Staff Present: Heather Henry, Tammy Gallentine, Marion Aiken, Michael Pryor, Tracy White, April Ziomek-Portillo, Nel Sweet-Davis, Matt Moon-Bailey, Cynthia Seals-Roper, and Vankeesha Frank.

Guests/General Public: Mrs. Barbara Aiken, Megan Richards, Erica Waterford, Holly Brown

II. Introductions

Ms. Henry announced and welcomed Mr. Huxsoll as the newest member of the Board of Directors. Mr. Huxsoll gave a brief introduction of his background and the organization he represents of Polaris Pharmaceuticals.

III. Agenda Changes/Deletions

There were no agenda changes/deletions.

IV. Public Comment

There were no public comments.

V. Consent Calendar

A. Approval of January 20, 2023, Meeting Minutes

MOTION #1

**A motion was made and seconded to approve the Consent Calendar.
(Huber/King) MOTION PASSED UNANIMOUSLY**

VI. Presentation

A. Honoring Marion Aiken, Workforce Services Director, for 30 Years of Service

In honor of Mr. Aiken's time of service, Ms. Henry thanked Mr. Aiken for his dedication to the organization and announced the Chadbourne Conference Room would be changed to the Marion Aiken Conference Room in dedication of his tenure. A photo was unveiled, hanging in the conference room, as part of the dedication. Mr. Aiken thanked all in attendance for the dedication and gave a brief presentation of his time with the organization.

VI. Informational Reports

B. Board Chair

Board Vice Chair, Mr. Churchill, announced that Board Chair, Mr. Halabi, is intending to retire as Board Chair, at which point an election will need to be held to appoint a new Chair. In the interim, the Vice Chair is being educated on Board Chair duties. An announcement was also made that Mr. Riley would be retiring and has recommended Mr. Glenn Loveall to replace him as a member of the Board. Mr. Loveall's membership application will be coming to the Board at the May meeting for approval. Six Flags is interested in returning to the Board as a member. Staff is working with them to identify the best person to hold the membership. Their application will be presented at the May or July meeting. The Conflict of Interest forms will need to be renewed in May. There will be a policy change to remove the Form 700 requirement for Board

members, which will be coming to the Board in May. Finally, Ms. Henry's evaluation will be coming to the Board at the May meeting. A survey to evaluate Ms. Henry's performance will be emailed to board members in April.

B. Committee Chairs

Mr. Churchill stated the Executive Committee met on February 9, 2023 where four contracts were approved. Four ARPA projects approved included two Culturally Competent Business Advising, the Community Workforce Grantee Technical Assistance and the Outreach and Recruitment Campaign.

Ms. King gave a recap of the Planning & Oversight Committee meeting held on February 28, 2023. The committee reviewed a change to the Supportive Service policy based on the findings of the state monitoring. Also reviewed was the application to be a career services provider which is part of the agenda for the March Board meeting. The committee also discussed sector strategies and industry-based training.

The Budget Committee did not have any updates as the scheduled meeting was canceled due to weather and quorum. The mid-year expenditures and budget modification will be presented directly to the full Board as part of this agenda.

C. President/Executive Director Report

Ms. Henry announced there has been a lot of work with ARPA projects. The WDB's Navigator has visited the Fairfield-Suisun Adult School particularly to the English Language Learner (ELL) students for a night session for medical fair outreach to support English language learners into healthcare to offer wrap around support. Staff have been working together to build a partnership between Employability Specialists in Job Seeker Services and training providers. Training providers, on the state's Eligible Training Provider List (ETPL), have been coming in to give presentations to staff to better understand the process to become eligible for their training, as well as build the provider's understanding of WDB's processes.

Staff are in the process of closing out the Solano Micro-enterprise grant, Napa micro-enterprise grant and Vallejo's ARPA funded small business grant. Napa's is fully closed. Staff were able to provide grants for 54 businesses. The first round of the Solano grant finished with 92 businesses receiving the grants. SBDC and Business Services are starting their second round and have over 100 applications for the second round. For Vallejo, there were 82 grants given. SBDC received a grant from Napa that has been named the Leaf Blower Grant. As the state moves to electric and getting away from gas and fossil fuel powered equipment, there is an effort in Napa to help support the move to electric powered landscaping equipment. The state is putting in a 70% rebate for small businesses purchases while the City of Napa will cover the remaining 30%.

So far there have been 66 individuals enrolled in our first ARPA project. While staff is tracking all data within ARPA, it has been found that the Agency Defined Program is not the same as the standard WIOA tracking. California Human Development (CHD) as a grantee familiar with the data system has been assisting in uncovering those challenges. ARPA's Community Workforce Grantees have started their programs. TAD Grants will be providing technical assistance for these grantees. Training for the Food Program Certification is underway which will include the required Sexual Harassment Training, for those that successfully complete the certification. Restaurants with five (5) or more employees must have at least one person on the floor who has a certification as well as the sexual harassment training.

SBDC launched the Solano Success project which is the accelerator for small businesses. Seventeen (17) completed and have now received a \$4,000 microgrant as a result of completing the training. At the end of the training, each business had to put together a pitch of their business

plan or business growth and present it to the class. The project will hold two additional sessions. There is a waiting list to join the program.

While WIOA programs have struggled, the AJCC is becoming busier. There has been a big outreach push and staff are starting to see the positive results of this. Staff have been able to put more people in training starting in the January semester. WDB's average placement wage continues to be high with an average of \$25.86 per hour for Adult and Dislocated Workers, \$20.19 per hour for Youth, and \$34.75 per hour for NDWG COVID (dislocated workers who had been laid off due to COVID).

D. Reports

There was no discussion on this item.

VIII. Action Items

A. Review and Approval of the Prison to Employment 2.0 Contracts with Sonoma Workforce Investment Board for an amount not to exceed \$128,226 and with the Workforce Alliance of the North Bay for an amount to exceed \$161,427 for the period of April 1, 2023, through December 31, 2025; Give President/Executive Director Signature Authority, and Make Administrative Changes, as Needed

Ms. Henry gave a brief overview of agenda item VIII.A, which was included as part of the agenda package and incorporated herein and noted that these contracts are being presented to the Board due to timing. These contracts cover the Solano, Napa, Marin, Sonoma, and Lake counties. The Solano WDB is acting as fiscal agent.

MOTION #2

A motion was made and seconded to approve the Prison to Employment 2.0 contracts as presented; give President/Executive Director signature authority, and make administrative changes, as needed.

(Huber/King) MOTION PASSED UNANIMOUSLY

B. Review and Approve of the Regional Equity and Recovery Partnerships Contracts with Sonoma Workforce Investment Board for an amount not to exceed \$370,000 and with the Workforce Alliance of the North Bay for an amount not to exceed \$370,000 for the period of April 1, 2023 through September 30, 2025; give President/Executive Director Authority to Finalize and Sign the Approved Contracts, and Make Administrative Changes, as needed.

Ms. Henry gave a brief overview of agenda item VIII.B, which was included as part of the agenda package and incorporated herein and noted that these contracts are being presented to the Board due to timing. Ms. Henry noted the funding, out of the state's ARPA budget, is going to regional board and community colleges. The WDB is working with Solano Community College partnership as part of the grant. The region received \$1.5 million in funding and will be dedicated to training within the region as well as the regional organizer. Solano County will be focusing on advanced manufacturing.

MOTION #3

A motion was made and seconded to approve the Regional Equity and Recovery Partnerships Contracts, as presented; give President/Executive Director signature authority, and make administrative changes, as needed.

(King/Huxsoll) MOTION PASSED UNANIMOUSLY

C. Review and Approval of the Final Workforce Innovation and Opportunity Act (WIOA) North Bay Regional and Solano County WIOA Local Plan Modifications and Give Chairperson Signature Authority

Ms. Henry gave a brief presentation of agenda item VIII.C, which was included as part of the agenda package and incorporated herein, highlighting the modifications made to both plans. Modifications are focused on populations most impacted by COVID and most vulnerable to disparate economic impacts. The WDB modifications include recovery workforce strategies.

MOTION #4

**A motion was made and seconded to approve the final WIOA North Bay Regional and Solano County WIOA Local Plan Modifications and give Chairperson signature authority.
(Stuebner/Courson) MOTION PASSED UNANIMOUSLY**

D. Review and Approval to Submit Request to Operate WIOA Career Services to the State

Ms. Henry gave a brief presentation of agenda item VIII.D, which was included as part of the agenda package and incorporated herein, noting that most workforce boards contract these services out. It is important for WDB to continue offering direct services allows staff to blend the functions of administrative and program more effectively.

MOTION #5

**A motion was made and seconded for staff to submit a request to operate WIOA Career Services.
(King/Courson) MOTION PASSED UNANIMOUSLY**

E. Review and Acceptance of Mid-Year Expenditures through December 31, 2022

Mr. Pryor gave a detailed overview of agenda item VIII.E, which was included as part of the agenda package and incorporated herein, providing a breakdown of the status of programs and a forecast of future expenditures. Ms. Henry added that ARPA expenditures are a bit delayed and will be reflected in the next fiscal year.

MOTION #6

**A motion was made and seconded to accept the Mid-Year Expenditures through December 31, 2022 as presented.
(King/Courson) MOTION PASSED UNANIMOUSLY**

F. Review and Approval of the Second Modification to the Fiscal Year 2022-23 Budget

Ms. Henry gave a brief overview of agenda item VIII.F, which was included as part of the agenda package and incorporated herein, noting that the preliminary budget will come to the Board in May and the first modification to the budget will be presented in September. If there are major changes to the budget in the spring, a second modification will be presented. Ms. Henry added that overall, the presented second budget modification represents a decrease of 15% from the first modification, which is about \$1.5 million. About \$1.2 million of this is ARPA funding. Outside of ARPA funding, the modification represents normal adjustments.

MOTION #7

**A motion was made and seconded to approve the second modification to the Fiscal Year 2022-23 Budget as presented.
(Stuebner/Huxsoll) MOTION PASSED UNANIMOUSLY**

IX. Adjournment

The meeting was adjourned at 10:32 a.m.

Respectfully submitted by:



Tammy Gallentine, Executive & Board Support Specialist



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT Approval of the Workforce Development Board Local Area Subsequent Designation and Local Board Recertification for Program Year 2023-25, and Give the Board Chair Signature Authority	MEETING DATE May 19, 2023	AGENDA ITEM VIII.B
FROM Heather Henry, President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A

RECOMMENDATION

Staff and the Planning & Oversight Committee are recommending that the Board of Directors approve the attached State-required “Application for Local Area Subsequent Designation and Local Board Recertification” for Program Year 2023-25. Further, staff is requesting the Board give the Chair signature authority to sign the approved application.

Upon review and approval by the Governor, the Subsequent Designation and Recertification of Local Workforce Development Boards will be effective July 1, 2023, for a two-year period ending June 30, 2025.

The County Board of Supervisors is scheduled to approve the submittal at its June 6, 2023 meeting.

DISCUSSION:

The Governor must recertify local boards and approve local area designation every two years. The state requires Solano County to submit the following via the attached form:

- A compliant membership for the Workforce Board;
- Assurance on sustained fiscal integrity in operations;
- Certifying it has performed successfully by meeting negotiated performance goals in PY 2023-24 or PY 2024-25
- Report on ways the local area is engaged in regional planning;
- Assurance on local area administrative compliance; and
- Signatures of the Board Chair and chief local elected official.

The current workforce board consists of 25 members that are compliant with the board-required categories of:

- At least 51% representation of businesses in the local area
- At least 20% representation of workforce, including:
 - Labor – representatives of labor organizations and a representative of a joint labor-management apprenticeship program
 - Community – representatives of organizations serving individuals with barriers to employment
- Representatives of education and training activities, including:
 - A representative of adult education and literacy under WIOA Title II

- A representative of an institution of higher education providing workforce activities
- Representatives of governmental, economic, and community development entities, including:
 - A representative of economic development entities
 - A representative of community development entities
 - A representative of the Wagner-Peyser Act
 - A representative of Title I of the Rehabilitation Act

The WDB is compliant in terms of representation, understanding that four business seats are currently vacant. WDB staff is currently in the process of filling these vacancies.

ALTERNATIVES

The Board could act not to approve the application for submittal and give guidance to staff on what changes would be warranted. However, the application is to be provided to the State as soon as it receives full Board approval and required signatures.

AGENCY BUDGET IMPACT

This item has no impact upon the agency's budget.

REPORT PREPARED BY

Heather Henry, President/Executive Director. Please contact Heather at 707-863-3501 if you have any questions regarding the information in this report.

**Local Area Subsequent Designation and
Local Board Recertification Application
For Program Year 2023-25**

Local Workforce Development Area

Solano County

Application for Local Area Subsequent Designation and Local Board Recertification

This application will serve as your request for Local Workforce Development Area (Local Area) subsequent designation and Local Workforce Development Board (Local Board) recertification for Program Year (PY) 2023-25 under the *Workforce Innovation and Opportunity Act* (WIOA).

If the California Workforce Development Board (CWDB) determines the application is incomplete, it will either be returned or held until the necessary documentation is submitted. Please contact your [Regional Advisor](#) for technical assistance or questions related to completing and submitting this application.

Completed applications must be submitted by 5 p.m. on Friday, April 14, 2023, to the CWDB at PolicyUnit@cwdb.ca.gov.

Workforce Development Board of Solano County

Name of Local Area

500 Chadbourne Road, Suite A

Mailing Address

Fairfield, CA 94534

City, State, ZIP

Date of Submission

Heather Henry, President/Executive Director

Contact Person

707-863-3501

Contact Person's Phone Number

Local Board Membership

The WIOA Section 107(b)(2)(A) through (E) states the requirements for nominating and selecting Local Board members:

1. Provide the names of the individuals appointed for each membership category listed below.
2. Attach a roster for the current Local Board.

Category: Business – WIOA Section 107(b)(2)(A) requires that business members constitute a simple majority of the Local Board, and WIOA Section 107(b)(3) states that the chairperson shall also be a member under this category. Specifically, a majority of the Local Board's business members shall constitute the following representatives under this membership category:

- Owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority.
- Representatives of businesses, including small businesses or business organizations.
- Individuals appointed by those who have been nominated by local business organizations and business trade associations.

Please list the Local Board's business members and identify the chairperson by typing CHAIR after their name:

LOCAL BOARD BUSINESS MEMBERS				
Name	Title	Entity	Appointment Date	Term End Date
Fadi Halabi-Chair	President	Duracite	07/01/22	06/30/26
Chris Churchill	President	Advance Marketing	06/08/21	06/07/25
Kelli Courson	Owner	Express Employment Professionals	12/06/22	12/05/26
Mary Dugbartey	Director, Talent & Organizational Development	NorthBay Healthcare Foundation	10/25/21	10/24/25
Shannon Dodds	VP of Operations	Paradise Valley Estates	12/07/21	12/06/25
Tim Healer	Vice President & Senior Relations Manager	Rabo AgriFinance	07/01/22	06/30/26
Chris Huxsoll	Senior VP of Operations	Polaris Pharmaceuticals, Inc.	02/07/23	02/06/27
Viola Lujan	Director of Business & Community Relations	La Clinica de la Raza	02/04/20	02/03/24
Stephen Reese	Chief Executive Officer	Million Services Inc.	06/08/21	06/07/25
Vacant				
Vacant				
Vacant				
Vacant				

Category: Labor – At least 20 percent of the Local Board members shall be labor representatives from the Local Area’s workforce. Specifically, the Local Board shall have labor representatives under this membership category from the following entities (WIOA 107[b][2][B]):

- Labor organizations (for a Local Area in which employees are represented by labor organizations) and who have been nominated by local labor federations, or (for a Local Area in which no employees are represented by such organizations) other representatives of employees.
- A member of a labor organization or a training director from a joint labor-management apprenticeship program, or if no such joint program exists in the area, such a representative of an apprenticeship program in the area, if such a program exists.

Members may be representatives from community-based organizations with demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, veterans, or individuals with disabilities; and organizations with demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth and/or out-of-school youth.

California Unemployment Insurance Code (CUIC) Section 14202(b)(1) further requires and specifies that at least 15 percent of Local Board members shall be representatives of labor organizations unless the local labor federation fails to nominate enough members. For a Local Area in which such organizations represent no employees, other representatives of employees shall be appointed to the Local Board, but any Board that appoints representatives of employees not nominated by local labor federations must demonstrate that no employees are represented by such organizations in the Local Area.

List the Local Board’s labor members:

Name	Title	Entity	Appointment Date	Term End Date
Danny Bernardini	Business Services Manager	Napa/Solano Building Trades Council	03/17/21	03/16/25
Mark DeWeerd	Consultant, Center for Organizing & Bargaining, Labor Representative	CA Teachers Association	07/01/20	06/30/24
Melvinia King	Executive Director	Fighting Back Partnership	06/09/20	06/08/24
Sabrina Martin	Apprenticeship Coordinator	Operating Engineers Local 3JATC	06/08/21	06/07/25
Jon Riley	Executive Director	Napa-Solano Central Labor Council	07/01/22	06/30/26
Thomas Stuebner	Chief Executive Officer	CA Human Development	06/07/22	06/06/26

Category: Education – WIOA Section 107[b][2][C] requires that each Local Board include members who represent entities that administer education and training activities in the Local Area. Specifically, the Local Board shall have education representatives under this membership category from the following entities:

- Eligible Title II adult education and literacy providers; and
- Institutions of higher education providing workforce investment activities.

Members may be representatives from local educational agencies and community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment.

List the Local Board’s education members:

LOCAL BOARD EDUCATION MEMBERS				
Name	Title	Entity	Appointment Date	Term End Date
Tiffany Donahue	Adult Education Administrator	Vacaville Unified School District	10/22/19	10/21/23
Celia Esposito-Noy	Superintendent-President	Solano Community College	07/01/22	06/30/26

Category: Economic and Community Development – WIOA Sections 107[b][2][D] and [E] require each Local Board to include governmental, economic, and community development representatives under this membership category from the following entities:

- Economic and community development organizations.
- The state’s employment service office under the *Wagner-Peyser Act*.
- Programs carried out under Title I of the federal *Rehabilitation Act*.

A Local Board may have representatives from transportation, housing, and/or public assistance agencies; philanthropic organizations; and/or an individual or representatives of entities determined to be appropriate by the local CEO.

List the Local Board’s economic and community development members:

LOCAL BOARD ECONOMIC AND COMMUNITY DEVELOPMENT MEMBERS				
Name	Title	Entity	Appointment Date	Term End Date
Mario Giuliani	Deputy City Manager	City of Benicia	07/01/20	06/30/24
Suzann Castano	Team Manager	CA Department of Rehabilitation	12/07/21	12/06/25
David Tam	Cluster Manager – EMP II	Employment Development Department	07/20/22	07/19/26

LOCAL BOARD ECONOMIC AND COMMUNITY DEVELOPMENT MEMBERS				
Name	Title	Entity	Appointment Date	Term End Date
Gerald Huber	Director	Solano County Health & Social Services	07/01/22	06/30/26

Performed Successfully

The Local Area hereby certifies that it has performed successfully, defined as having an Individual Indicator Score of 50% or higher in PY 20-21 OR PY 21-22, as described in Workforce Services Directive *Calculating Local Area Performance and Nonperformance* (WSD20-02) dated September 18, 2020, for the following primary indicators of performance:

- Employment Rate 2nd Quarter After Exit
- Median Earnings

PY 20-21 Individual Indicator Scores		
Indicators of Performance	Adults	Dislocated Workers
Employment Rate 2 nd Quarter After Exit	_____%	_____%
Median Earnings 2 nd Quarter After Exit	\$_____	\$_____
PY 20-21 Individual Indicator Scores		
Indicators of Performance	Youth	
Employment or Education Rate 2 nd Quarter after Exit	_____%	
Median Earnings	BASELINE	

PY 21-22 Individual Indicator Scores		
Indicators of Performance	Adults	Dislocated Workers
Employment Rate 2 nd Quarter After Exit	<u>65.7%</u>	<u>76.8%</u>
Median Earnings 2 nd Quarter After Exit	<u>\$7,838</u>	<u>\$8,317</u>
PY 21-22 Individual Indicator Scores		

Indicators of Performance	Youth
Employment or Education Rate 2 nd Quarter after Exit	<u>57.0%</u>
Median Earnings	BASELINE

Sustained Fiscal Integrity

The Local Area hereby certifies that it has not been found in violation of one or more of the following during PY 20-21 or PY 21-22:

- *Final determination of significant finding(s)* from audits, evaluations, or other reviews conducted by state or local governmental agencies or the Department of Labor identifying issues of fiscal integrity or improperly expended funds due to the willful disregard or failure to comply with any WIOA requirement.
- *Gross negligence* – defined as a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both.
- *Failure to observe accepted standards of administration* – Local Areas must have adhered to the applicable uniform administrative requirements set forth in Title 2 *Code of Federal Regulations* (CFR) Part 200.

Certify No Violation: ☐

Engaged in Regional Planning

Engaged in regional planning is defined as participating in and contributing to regional planning, regional plan implementation, and regional performance negotiations. The Local Area hereby certifies that it has participated in and contributed to regional planning and negotiating regional performance measures in the following ways: The Workforce Development Board of Solano County has participated in monthly regional planning meetings, negotiated regional performance measures for PY2022-23, and has been working with the North Bay regional members to determine regional indicators of success.

Local Area Assurances

Through PY 23-25, the Local Area assures the following:

- It will comply with the applicable uniform administrative requirements, cost principles, and audit requirements (WIOA Section 184[a][2] and [3]).

Highlights of this assurance include the following:

- The Local Area's procurement procedures will avoid acquisition of unnecessary or duplicative items, software, and subscriptions (in alignment with Title 2 CFR Section 200.318).
- The Local Area will maintain and provide accounting and program records, including supporting source documentation, to auditors at all levels, as permitted by law (Title 2 CFR Section 200.508).

Note that failure to comply with the audit requirements specified in Title 2 CFR Part 200 Subpart F will subject the Local Area to potential cash hold (Title 2 CFR Section 200.338).

- B. All financial reporting will be done in compliance with federal and state regulations and guidance.

Highlights of this assurance include the following:

- Reporting will be done in compliance with Workforce Services Directive *Monthly and Quarterly Financial Reporting Requirements* (WSD19-05), dated December 4, 2019.
- All close out reports will comply with the policies and procedures listed in *WIOA Closeout Requirements* (WSD16-05), dated July 29, 2016.

Note that failure to comply with financial reporting requirements will subject the Local Area to potential cash hold (Title 2 CFR Section 200.338).

- C. Funds will be spent in accordance with federal and state laws, regulations, and guidance.

Highlights of this assurance include the following:

- The Local Area will meet the requirements of the *CUIC Section 14211*, to spend a minimum of 30 percent of combined total of WIOA Title I adult and dislocated worker formula fund allocations on training services.
- The Local Area will not use funds to assist, promote, or deter union organizing (WIOA Section 181[b][7]).

- D. The Local Area will select the America's Job Center of CaliforniaSM operator(s) through a competitive procurement process, such as a Request for Proposals, unless designated or certified as an operator with the agreement of the local CEO and the Governor (WIOA Section 121[d][2][A] and 107[g][2]).

- E. The Local Area will collect, enter, and maintain data related to participant enrollment, activities, and performance necessary to meet all CalJOBSSM reporting requirements and deadlines.

- F. The Local Area will comply with the nondiscrimination provisions of WIOA Section 188 and 29 CFR Part 38, including the collection of necessary data.

- G. The Local Area will engage in and contribute to, regional planning and regional plan implementation (for example, the Local Area has participated in regional planning meetings and regional plan implementation efforts, and the Local Board and local CEO have reviewed and approved the regional plan and two-year modifications).
- H. The Local Area will participate in regional performance negotiations.
- I. The Local Area will comply with CWDB policies and guidelines, legislative mandates and/or other special provisions as may be required under federal law or policy, including the WIOA or state legislation.
- J. Priority shall be given to veterans, recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient for receipt of career and training services funded by WIOA Adult funding (WIOA Section 134[c][3][E] and *Training and Employment Guidance Letter* [TEGL] 10-09, and TEGL 19-16).

Application Signature Page

Instructions – The local CEO and Local Board Chair must sign and date this form. Electronic signatures are permitted for the PY 23-25 application.

By signing the application below, the local CEO and Local Board Chair request subsequent designation of the Local Area and recertification of the Local Board. Additionally, they agree to abide by the Local Area assurances included in this application.

Local Workforce Development Board Chair

Local Chief Elected Official

Signature

Signature

Fadi Halabi

John Vasquez

Name

Name

Board Chair

Chair

Title

Title

Date

Date



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT Approval of the Conflict of Interest and Code of Conduct Policy, Change 1	MEETING DATE May 19, 2023	AGENDA ITEM VIII.C
FROM Heather Henry, President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A

RECOMMENDATION

Staff and the Planning & Oversight Committee are recommending the Board of Directors approve the policy change for to the Conflict of Interest and Code of Conduct Policy, Change 1.

DISCUSSION

In order to remain compliant with WIOA regulations governing programmatic and administrative policies, the Workforce Development Board (WDB) of Solano County continues to create policies and revise previous policies. According to WIOA regulations, WIOA policies must also be approved by the Board.

Staff presented the original above referenced policy to the Planning and Oversight Committee on January 8, 2020. Based on the committee's recommendation, the policy documents were approved at the Board of Director's meeting on January 17, 2020.

Staff shared with the Executive Committee that it was determined WDB is not a government entity and Board members are not elected officials. The requirement for members to complete Form 700 annually was not necessary and the approved policy in place would cover any potential conflicts of interest. Staff was to complete its research and determined, with feedback from the County of Solano, that Form 700 was not a necessity to be completed by WDB's Board members.

The policy on Conflict of Interest and Code of Conduct is to provide guidance in identifying and handling potential and actual conflicts of interest involving the organization and to comply with state, federal and local laws as it pertains to its agents, employees, officers, and Board Members. With Form 700 no longer being a requirement, this section is being deleted from the policy in its entirety, which is reflected in this policy change.

ALTERNATIVES

The Board could choose not to approve the policy change and request further investigation regarding Form 700. However, this could potentially require Board members to complete the form to stay compliant with the policy while staff is confident in the determination of removing Form 700 requirement based on the research conducted.

REPORT PREPARED BY

Heather Henry, President/Executive Director. Please contact Heather at 707-863-3501 if you have any questions regarding the information in this report.



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

POLICY ISSUANCE

Date: May 19, 2023 Number: 2020-03, Change 1

CONFLICT OF INTEREST AND CODE OF CONDUCT POLICY

PURPOSE

This policy change removes the requirement for Board members to submit annual Statements of Economic Interest per review of California Statement of Economic Interest requirements.

QUESTIONS

Questions relating to this policy should be directed to Heather Henry, President/Executive Director, at 707-863-3501 or at hhenry@solanowdb.org.

POLICY CHANGE

The following section is removed in its entirety:

Statement of Economic Interest

All Members shall file statements of economic interests disclosing all sources of income, interests in real property and investments, and business positions in business entities located in or doing business in Solano County.

1. Annual Statements are to be filed annually by the April 1 deadline set forth in the FPPC Form 700 guidelines and shall be filed in accordance with Gov. Code §87200.
2. An Assuming Office Statement is to be filed within 30 days of a Member's appointment to the WDB.
3. A Leaving Office Statement is to be filed within 30 days of a Member's resignation.

The WDB's President/Executive Director or designee shall furnish to each Member a Form 700- Annual Statement of Economic Interests and retain the original copy of each Member's completed Statement in its office. Statements will be made available for public inspection and reproduction (Gov. Code. §81008) upon request.

DISCLAIMER

This policy change is based on WDB's interpretation of California Statement of Economic Interest requirements.

CHANGE TO REFERENCES

Deletion to State Guidance:

- [FPPC Form 700 guidelines](#)

Approved by

Workforce Development Board of Solano County



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT Approval for a 3 rd Year Contract Renewal with California Human Development for One Stop Operator Services Not to Exceed an Additional Contract Amount of \$23,500; Give President/Executive Director Authority to Finalize and Sign the Approved Contract, and Make Administrative Changes, as Needed	MEETING DATE May 19, 2023	AGENDA ITEM VIII.D
FROM Heather Henry, President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A, B

RECOMMENDATION

Staff and the Planning & Oversight Committee are recommending the Board of Director's approve the third-year renewal contract with California Human Development for One Stop Operator services. The total for the third year of the contract will not exceed an additional contract period amount of \$23,500. The cumulative total for the original contract, which began July 1, 2021, and its renewal will not exceed \$84,500. The renewal period will be July 1, 2023, through June 30, 2024.

It is also recommended that the Board authorize the President/Executive Director to sign this contract after it has been reviewed by County Counsel and ratified by the County Administrator's Office. As required by the County of Solano's Procurement Policy and the Board's current Memorandum of Understanding with the County, since this contract amount will be below an annual amount of \$75,000, it may be reviewed and approved by the Solano County Administrator.

The format of the amendment (Attachment A) outlines the updates and/or changes to the contract only. The changes made reflect the new term of the agreement as well as the increased contract amount. All other terms and conditions of the original agreement and its amendments remain unchanged; the scope of the original agreement has been included as Attachment B for reference.

This is the final contract renewal for California Human Development. Staff will release a new procurement solicitation for One Stop Operator Services prior to the expiration of the final renewal.

BACKGROUND

On February 24, 2021, staff published and distributed a Request for Proposal for a WIOA One Stop Operator in Support of the Solano County America's Job Center of California (AJCC) System. The solicitation was issued on the WDB website, sent to local firms that provide these services, shared on the Solano County Public Purchasing site, and posted on the California Workforce Associate site. Staff received one proposal by the March 22, 2021 deadline from California Human Development (CHD). Based on the WDB's Procurement Policy, in compliance with Federal, state, and local guidelines, the solicitation was deemed a failed competition and the WDB move to sole source procurement, as this procurement failed to secure a minimum of two responsive offers.

It was determined that California Human Development met the threshold review of the proposal and the minimum qualifications for consideration. Based on the proposal submitted, evaluations, and score, CHD proved to meet the WDB's specifications and needs and was selected as the 2021-22 WIOA One Stop Operator Services vendor. The contract was renewed for the 2022-23 Fiscal Year and is eligible for a final year renewal.

Services

CHD has successfully met the deliverables outlined in their current contract. They have facilitated bi-monthly AJCC One-Stop Operator meetings and disseminated notes subsequently. They assisted with the required certification process for the comprehensive and affiliate job centers and assisted with updating mandated partner MOUs for 2022 through 2025. Their performance, to date, supports recommendation of renewal.

ALTERNATIVES

The Board could choose not to approve the renewal of the contract and instead provide staff with directions to issue another procurement for One Stop Operator services to see if new responses will be submitted. However, this would cause a significant impact and delay in services in the America's Job Center of California (AJCC) as the WDB would need to procure an alternative One Stop Operator vendor or obtain the Governor's approval to operate in-house.

AGENCY BUDGET IMPACT

The WDB's FY2023-24 budget includes the necessary funding to cover the cost of this contract renewal.

REPORT PREPARED BY

Tracy White, One Stop Manager. Please contact Tracy at 707-863-3520 if you have any questions regarding the information outlined in this report.

**THIRD AMENDMENT TO STANDARD CONTRACT
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY AND
CALIFORNIA HUMAN DEVELOPMENT**

This Third Amendment ("Third Amendment") is entered into as of the first day of July 2023, between the WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY ("WDB") and CALIFORNIA HUMAN DEVELOPMENT (Contractor").

1. Recitals

- A. The parties entered into a contract dated July 1, 2021 (the "Contract"), in which Contractor provided WIOA One Stop Operator services at the WDB's America Job Center of California in Fairfield and Vallejo through June 30, 2022. This contract was amended July 1, 2022 to extend services for one month, through July 31, 2022. A second amendment to the contract was entered into August 1, 2023 to extend the contract through June 30, 2023.
- B. WDB now needs to extend the Contract for services for twelve months, through June 30, 2024.
- C. This Third Amendment represents an increase of \$23,500 for services and a twelve-month extension of the Contract.
- D. The parties agree to amend the Contract as set forth below.

2. Service Agreement

A. Term of Agreement.

Section 2 has been deleted in its entirety and replaced with:

July 1, 2021 through June 30, 2024

B. Budget

Section 3 has been deleted in its entirety and replaced with:

The Maximum amount of this contract is \$84,500 (\$37,500 from the original contract; \$1,958 for the First Amendment; and \$21,542 for the Second Amendment; and \$23,500 for the Third Amendment).

3. Project Budget Summary (Exhibit B)

Exhibit B has been deleted in its entirety and replaced with:

DOCUMENTATION OF DELIVERY	DELIVERY PERIOD	FEE
Meetings/Community Presence	July 1, 2021 – June 30, 2022	\$9,000. (\$75.00 per hour X 120 maximum hours)
WIOA Compliance and Job Center Certification	July 1, 2021 – June 30, 2022	\$15,000. (\$75.00 per hour X 200 maximum hours)
One-Stop System Partner Memoranda of Understanding Support	July 1, 2021 – June 30, 2022	\$13,500. (\$75.00 per hour X 180 maximum hours)
One Stop Operator Activities – Meetings/Community Presence	July 1, 2022 – July 31, 2022	\$1,875
Travel	July 1, 2022 – July 31, 2022	\$83

One Stop Operator Activities – Meetings/Community Presence	August 1, 2022 – June 30, 2023	\$ 20,625 (\$1,875 x 11 months)
Travel	August 1, 2022 – June 30, 2023	\$917
One Stop Operator Activities – Meetings/Community Presence	July 1, 2023 – June 30, 2024	\$22,500 (\$1,875 x 12 months)
Travel	July 1, 2023 – June 30, 2024	\$1,000
TOTAL		\$84,500

1. The Contractor shall submit monthly invoices summarizing work performed as allowable in the Scope of Work (Exhibit A).
2. The Contractor shall provide any additional documentation as required by WDB at any time in order to substantiate Contractor claims.
3. The Contractor may be asked to perform special tasks or projects separate from the Scope of Work or that require additional hours beyond the estimated 300 hours of work. Prior written approval by the WDB Executive Director/President, or designee, will be required if any services are performed by the Contractor that are not specified in Exhibit A – Scope of Work or that lead to additional hours beyond those budgeted.
4. Contractor will be compensated at a rate of \$1,875.00 per month.
5. The Contractor will be reimbursed for driving expenses in amount of the Federal Business Mileage Rate as set by the United States Internal Revenue Service Standard Mileage Rate, not to exceed \$1,000 during this third amendment contract term of July 1, 2023 through June 30, 2024.
6. The maximum payment under the terms of this contract shall under no circumstances exceed **\$84,500** for the related expenses unless this contract is modified in accordance with Section XXVI in Exhibit C, “Changes and Amendments”.

4. Special Terms and Conditions (Exhibit D)

Section 1 has been deleted in its entirety.

Except as set forth in this Second Amendment, all other terms and conditions specified in the Contract, as previously amended, remain in full force and effect.

Heather Henry, President/Executive Director
Workforce Development Board of Solano County

Thomas Stuebner, Chief Executive Officer
California Human Development

APPROVED AS TO FORM

By _____
County Counsel

EXHIBIT A SCOPE OF WORK

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE ONE STOP OPERATOR (OSO)

1. Understand, remain fully knowledgeable about and comply with WIOA Federal, State and local policies, guidance and regulations applicable to the administration and operation of the America's Job Center of California (AJCC) system.
2. Assist in implementing applicable policies established by the WDB.
3. Assist in implementing updates to policies and procedures in response to regulations and / or guidance changes applicable to the administration and operation of the AJCC system.
4. Assist the WDB staff with ensuring the implementation of partner services and contributions agreed upon in the AJCC partner agency MOUs.
5. Coordinate the ongoing provision of services as articulated in the MOUs.
6. Encourage increased partner participation.
7. Coordinate the service delivery of required AJCC partners.
8. Assist in supporting the implementation of the local workforce plan.
9. Assist in increasing efficiency, effectiveness and a seamless service delivery across partner programs to include use of technology to improve service delivery.
10. Assist in improving the delivery of services to individuals at the AJCC with limited English proficiency, disabilities and other barriers.
11. Assist in improving effective referrals with partners through partner coordination and facilitated process development.
12. Be proactive in addressing partnership and system needs and issues.
13. Be a focal point in promoting the vision, mission and goals of the AJCC.
14. Support a safe and healthy environment for the benefit of clients and staff.
15. Assist with facilitating the sharing of information about relevant activities, services and events among AJCC system partners and other community agencies.
16. Be accessible to AJCC partners for questions, comments and concerns regarding AJCC operations.
17. Build on the foundation of existing AJCC staff training and development.
18. Identify and recommend training needs of AJCC and partner staff.
19. Coordinate and conduct (as needed) staff training and development in coordination with the WDB.
20. Assist the AJCC to enhance, conduct and oversee public awareness and outreach efforts.
21. Observe and provide feedback on AJCC service activities to ensure effective service delivery.
22. Provide staffing for OSO activities, consisting of either a single individual or a group of individuals who bill for unique non-duplicated work.

NOTE: Service activities may be provided in person at the comprehensive or affiliate AJCC locations, at an approved satellite location, or virtually.

There are certain restrictions pertaining to OSO activities per the Workforce Innovation and Opportunity Act (WIOA). The OSO may **not** perform any of the following:

- Convene system stakeholders to assist in the development of the local plan;
- Prepare and submit local plans;
- Be responsible for oversight of itself;
- Manage or significantly participate in the competitive selection process for AJCC Operators;
- Select or terminate AJCC Operators, Adult and Dislocated Worker Career Services Providers, and Youth Service Providers;
- Negotiate local performance accountability measures; nor
- Develop and submit budget for activities of the Local Board in the Local Area.

B. SERVICE ACTIVITIES

The OSO will provide the service activities as defined in the categories listed below to accomplish the goal of this contract.

1. ***Compliance*** – Assist in conducting the required certification of comprehensive and affiliate locations following guidelines of EDD Directive [WSD20-08](#).
2. ***One-Stop System Partner Memoranda of Understanding Eligibility Determination and an Objective Assessment*** – Assist in identifying and implementing updates to MOUs.

NOTE: Following the guidelines of EDD Directive [WSD18-12](#), the AJCC operator (One Stop Operator) can participate in the MOU development process; however, the responsibility of negotiating the MOU cannot be delegated to the operator.

3. ***Meetings/Community Presence*** – Activities are as follows:
 - a. Convene and facilitate AJCC One-Stop Operator meetings and associated Mandated Partner meetings, to include scheduling of meetings, development of agendas, facilitating the meeting, and disseminating notes and/or information after meetings.
 - b. Assist the AJCC system by representing partners at community meetings, partner forums and other convenings related to the workforce development system in Solano County, as needed and available.
 - c. Meet quarterly with WDB staff for planning of AJCC system activities and reviewing progress towards benchmarks.

The OSO will provide a report to the Board of Directors orally and in writing at least bi-annually, or as requested. The report shall consist of OSO activities and progress towards benchmarks, and may include continuous improvement recommendations regarding AJCC system services.

II. WDB RESPONSIBILITIES

The WDB staff will be responsible for the following:

1. Informing the contractor of Federal, State, and local policies and procedures that may impact the operations of the AJCC system, and give assistance as needed to implement them accordingly;
2. Ensuring compliance with all rules, regulations, and policies issued under WIOA;
3. Working in conjunction with the OSO in order to complete required certification of comprehensive and affiliate locations;
4. Engage in negotiations with each mandated partner, as described in EDD Directive [WSD18-12](#), in order to delineate MOU responsibilities;
5. Meet quarterly with OSO staff for planning of AJCC system activities and reviewing progress towards benchmarks.
6. Processing payments for services;
7. Monitoring the management and operations of the OSO; and
8. Including sub-recipient staff in appropriate ongoing professional development and training.

The roles and responsibilities of the WDB and sub-recipient may be refined and changed due to changes in Federal, State or local law, regulations, or policies relating to WIOA implementation.



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT Approval for a Contract with a 2 nd Workforce Innovation and Opportunity Act (WIOA) Youth Program Services Provider, On the Move (VOICES Solano), for a First Year Contract Not to Exceed \$148,022; Give President/Executive Director Authority to Finalize and Sign the Approved Contract, and Make Administrative Changes, as Needed	MEETING DATE May 19, 2023	AGENDA ITEM VIII.E
FROM Heather Henry, President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A

RECOMMENDATION

Staff and the Planning & Oversight Committee are recommending the Board of Directors review and approve the contract with On the Move (VOICES Solano) to provide additional Workforce Innovation and Opportunity Act (WIOA) Youth Program services for the period of June 1, 2023, through June 30, 2024, for a contract amount not to exceed \$148,022.

It is also recommended that the Board authorize the President/Executive Director to sign this contract after it has been reviewed by County Counsel and ratified by the County Board of Supervisors. As required by the County of Solano's Procurement Policy and the Board's current Memorandum of Understanding with the County, since this contract amount will be above an annual amount of \$75,000, it must be reviewed and approved by the Board of Supervisors.

As part of this agenda item, Attachment A includes the Cover Page, Scope of Work (Exhibit A), and Budget (Exhibit B). The contract General Terms and Conditions (Exhibit C) and Special Terms and Conditions (Exhibit D) remain the standard exhibits and therefore are not included in the attachment.

This contract may be extended in time, for up to two (2) years at an anticipated \$148,022 annually subject to satisfactory performance by the contractor, availability of funds, and Committee and/or Board action.

DISCUSSION

On March 4, 2022, the Workforce Development Board (WDB) of Solano County published and distributed the Career-In Focus Request for Proposal (RFP) to sixty-three (63) local community partners that provide youth focused employment services; as well as posted the RFP on Solano County's Public Purchasing website and the WDB website. On March 17, 2022, staff held a Bidders' Conference, which was attended by eight (8) local youth providers. The deadline for proposal submission was Friday, April 15, 2022.

Staff received four (4) proposals from Goodwill Industries of San Francisco Bay, First Place for Youth, VOICES Solano, and Vallejo Project. All proposals received a threshold review and met the minimum

qualifications for Board Committee consideration. On May 3rd, the Youth RFP Ad Hoc Committee met to discuss each proposal and make a recommendation for a Youth Program Provider.

Below is a breakdown of each reviewer's score:

Proposer	Total Point Possible	Rater 1 Scores	Rater 2 Scores	Rater 3 Scores	Rater 4 Scores	Average Score
First Place for Youth	100	90	98	100	95	95.75
Goodwill of the SF Bay	100	70	86	98	90	86
VOICES Solano	100	93	100	99	79	92.75
Vallejo Project	100	94	59	94	73	80

The reviewers selected First Place for Youth as the winning bidder based on quality of the proposal, strength of fiscal and administrative capacity, ability to utilize collaborative partnerships, and experience providing successful target population services on a similar scale. With Board approval, they were formally awarded the contract which was executed on July 1, 2022.

During the May 3, 2022, Youth RFP Ad Hoc Committee meeting, it was also recommended that a second service provider be awarded to provide additional youth services to participants who are not current or former foster youth and to utilize the remaining funds within WIOA Youth grant funds. The Committee recommended staff explore providing a second award to On the Move (VOICES Solano).

At the May 20, 2022, Board of Director's meeting, the Board approved the recommendation of exploring On the Move (VOICES Solano) as the second service provider. Staff have worked with the provider to discuss program modifications and entered into contract negotiations to successfully use the remaining funds to support them with youth services.

ALTERNATIVES

The Board could choose not to approve this contract and provide staff with direction to make a different selection. However, based on the recommendation of the Youth RFP Ad Hoc Committee and receiving full Board approval, the selection to award a contract with a second youth program service provider will assist youth that do not qualify as a current or former foster youth. In addition, this approach would not be recommended since it would reduce the ability for the WDB to meet the 20% Work Experience expenditure requirement for WIOA Youth funds.

AGENCY BUDGET IMPACT

The FY 2022-23 and FY2023-24 budget include the necessary funding to cover the cost of this contract.

REPORT PREPARED BY

Heather Henry, President/Executive Director. Please contact Heather at 707-863-3501 if you have any questions regarding the information in this report.

SERVICE AGREEMENT CONTRACT



WORKFORCE DEVELOPMENT BOARD

OF SOLANO COUNTY

For WDB Use Only
Contract No.
PY-22-028

1. This Contract is entered into between the Workforce Development Board of Solano County (WDB) and On the Move ("Subrecipient") for Workforce Innovation and Opportunity Act Youth Program Services.
2. The term of this Contract is: June 1, 2023 through June 30, 2024
3. The Maximum amount of this contract is: \$ 148,022

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Project Budget Summary
- Exhibit C – General Terms and Conditions
- Exhibit D – Special Terms and Conditions

APPROVED FOR THE WORKFORCE DEVELOPMENT BOARD

BY: _____

(Signature, Duly Authorized Representative)

NAME: Heather Henry

TITLE: President/Executive Director

DATE: _____

ADDRESS:

500 Chadbourne Rd, Suite A
Fairfield, CA 94534
(707) 864-3501

APPROVED BY ON THE MOVE

BY: _____

(Signature, Duly Authorized Representative)

NAME: Alissa Abdo

TITLE: Executive Director

DATE: _____

ADDRESS:

780 Lincoln Avenue
Napa, CA 94558
(707) 570-7769

Approved as to Form: _____
Solano County Counsel

EXHIBIT A SCOPE OF WORK

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE SUBRECIPIENT

1. Provide an engaging, valuable service to targeted Solano County out-of-school youth.
2. Provide year-round services meeting The Workforce Innovation and Opportunity Act (WIOA) Youth requirements and regulations, per federal, state, and local guidance.
3. Utilize creative methods in developing youth in our community into strong leaders.
4. Leverage resources and collaborative partnerships and provide cross-services that will result in a decrease in the cost of services.
5. Document and communicate youth progress in a reliable, professional and responsible manner.

B. SERVICE ACTIVITIES

Subrecipient will provide the service activities as defined in the categories listed below to accomplish the goal of the WIOA Youth program.

1. ***Outreach and Recruitment*** – Subrecipient shall conduct activities to attract, inform and prepare eligible youth to participate in the program services offered through the contract. Activities shall include:
 - a. Orientation, individually or as a group;
 - b. Procedures for presenting grievances and complaints; and
 - c. Other relevant information applicable to participants.

The Subrecipient will provide outreach and recruitment for the WIOA Out of School Youth, targeted eligible youth who are in foster care or who have aged out of the foster care system, homeless youth, justice-involved youth, and/or living in a high-poverty area in Vallejo for enrollment into VOICES Explorations program.

2. ***Eligibility Determination*** – Subrecipient shall be responsible for eligibility determination for WIOA services for enrolled participants per WIOA policies and WDB guidance prior to enrollment.

WDB staff shall provide eligibility technical assistance during the first year of the Contract, or until both parties agree to transfer sole responsibility for eligibility determination to the Subrecipient. Thereafter, the Subrecipient shall be solely responsible for eligibility determination.

3. ***Assessment*** – Subrecipient shall conduct an objective assessment for enrolled participants to determine academic levels, skill levels, and service needs, which includes a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs, and development needs. Academic assessments approved by the California Employment Development Department will be used to determine academic levels for each participant. Participants will complete VOICES' Progress and Outcomes assessment. The Objective Assessment must be entered into CalJOBS as an activity with case notes.
4. ***Individual Service Strategy (ISS)*** – Subrecipient shall provide Individual Service Strategy (ISS) development, or LIFE Plan, to identify appropriate services for each enrolled participant based on the results of the Objective Assessment. Subrecipient shall make the 14 WIOA

Program Elements available to participants in accordance with their ISS. The ISS will be reviewed periodically with the participant. All services being offered and identified in the participant's ISS will be entered into CalJOBS and reviewed by WDB staff on a regular basis.

5. **Case Management** – Subrecipient shall provide case management and other interactive peer support strategies to support each youth's goals, connect youth to resources, and help them develop and consistently use coping skills. Supportive services will be used, where appropriate, to reduce barriers to educational and employment goals. Case management activities will be entered into the state CalJOBS system as they occur, including appropriate youth service codes, case notes, and outcomes data for enrolled participants.
6. **14 WIOA Program Elements** – The 14 Elements provide WIOA's vision for supporting youth and young adults through an integrated service delivery system. Subrecipients, in partnership with the WDB, must ensure that all VOICES enrolled participants have access to the 14 elements, through direct provision or referral, as needed and per their ISS. The elements include:
 1. Tutoring, Study Skills Training, Instruction, and Dropout Prevention
 2. Alternative Secondary School and Dropout Recovery Services
 3. Paid and Unpaid Work Experience is a structured learning experience in a workplace and provides opportunities for career exploration and skill development
 4. Occupational Skills Training is an organized program of study that provides specific skills and leads to proficiency in an occupational field
 5. Education Offered Concurrently with Workforce Preparation is an integrated education and training model combining workforce preparation, basic academic skills, and occupational skills
 6. Leadership Development Opportunities encourage responsibility, confidence, employability, self-determination, and other positive social behaviors
 7. Supportive Services enable an individual to participate in WIOA activities
 8. Adult Mentoring is a formal relationship between a youth and an adult mentor with structured activities where the mentor offers guidance, support, and encouragement
 9. Follow-up Services are provided following program exit to help ensure youth succeed in employment or education
 10. Comprehensive Guidance and Counseling provides individualized counseling to participants, including drug/alcohol and mental health counseling
 11. Financial Literacy Education provides youth with the knowledge and skills they need to achieve long-term financial stability
 12. Entrepreneurial Skills Training provides the basics of starting and operating a small business and develops entrepreneurial skills
 13. Services that Provide Labor Market Information offer employment and labor market information about in-demand industry sectors or occupations
 14. Postsecondary Preparation and Transition Activities help youth prepare for and transition to postsecondary education and training

7. ***Work Experience/Work-Based Learning Experience*** – Subrecipient will provide eight (8) week “Work Crew” cohort-based activities that integrate coaching focused on life, education and career goals with hands-on work experiences and pre-employment supports. Youth cohorts will engage for 25 hours a week with direct instruction and hands-on activities that include:

- Employment workshops and direct instruction in:
 - Interpersonal Skills
 - Job Search Skills
 - Soft Skills
 - Digital Literacy
- Guest speakers to learn about employment opportunities and educational resources
- Outings to locations such as local job fairs, trade schools, and colleges
- Paid work experience on site or at partner locations

Work experiences must follow WIOA parameters and will include a minimum of, but may exceed, 100 hours. The Subrecipient will serve as the employer of record for the work experiences and pay participant wages at least 10% above minimum wage.

The Subrecipient will provide occupational learning opportunities through work experience to include, but not limited to, the following:

- Job Shadowing opportunities
- Employability skills / job readiness training to prepare youth for a work experience
- Orientation sessions for participants and/or employers
- Pre-apprenticeship programs that meet WIOA requirements
- Paid or unpaid work experience / internships
- On-the-Job Training (OJT) opportunities

The Subrecipient will develop worksite agreements with employers that describe each specific work assignment and clearly outline the expectations of the Subrecipient, employer, and participant. The Subrecipient will be responsible for completing and obtaining signatures on a WDB-approved worksite agreement. A signed copy of the agreement will be on file at the Subrecipient site with a copy placed in the client’s file available to the WDB upon request. The Subrecipient must also ensure that all WIOA requirements for worksite agreements are met.

WIOA youth incentives will be provided and documented for reaching work experience milestones per WDB and WIOA policies.

8. ***Job Placement / Post-Secondary Education Enrollment Services*** – Subrecipient will offer job placement or post-secondary education enrollment supports to enrolled participants either individually or in a group setting to include job leads, preparation for applications and interviews, and follow-up retention services per WIOA guidelines.

II. SUBRECIPIENT RESPONSIBILITIES

A. AVAILABILITY TO PERFORM SERVICES

1. Subrecipient will:

- Provide and train qualified staff to plan and administer the contracted services, who have passed a background check per WIOA requirements;

- Provide program sustainability for duration of the Contract;
- Provides services during scheduled business days and/or hours appropriate to program participants' needs;
- Provide a regular location in Vallejo where services can be reliably provided for program participants;
- Provide internal monitoring and oversight of all program activities and requirements;
- Participate in system-wide training and staff development opportunities provided by the WDB;
- Guarantee that all program services provided are readily accessible to eligible individuals and meet Americans with Disabilities Act (ADA) requirements;
- Enter participant data into the state CalJOBS system and maintain a hard copy file as appropriate; and
- Provide services that adhere to all applicable policies and procedures promulgated by the WDB, the State of California, and the Department of Labor relating to subrecipient's duties and responsibilities pursuant to the terms and conditions of this contract.

B. HOURS OF OPERATIONS

Subrecipient shall offer its services on a provided schedule from Monday through Friday or based on the need and availability of the WIOA youth participants. Services offered will be available throughout the year, without break during the holiday and summer periods.

C. SUBRECIPIENT'S RESOURCES

Subrecipient will implement and coordinate WDB Youth Program services at its site(s) and shall provide all necessary instructions, supervision, and supplies for program activities. Subrecipient shall maintain sufficient resources, including computer technology, to deliver the services and perform necessary administrative functions throughout the term of this contract.

D. LOCATION OF SERVICES

Subrecipient will locate the facilities within the county, where employment services activities take place within a quarter mile of a bus route providing regularly scheduled service during the hours of operation, and provide adequate, accessible free parking spaces for client use as needed. In addition, such facilities will meet accessibility standards under the Americans with Disabilities Act (ADA) and WIOA Section 188 requirements.

Subrecipient will provide equal access for individuals with disabilities for all public areas, including reception areas, waiting rooms, interview booths, public restrooms, and public drinking fountains. These areas will be clearly marked with adequate signage related to accessibility of space and programs.

E. CONFIDENTIALITY

All correspondence, communication and reporting mechanisms will adhere to WDB policies to safeguard the client's confidentiality, including locked cabinet or desk storage. No information that would personally identify the individual may be included in email correspondence.

F. COMMUNICATION AND MATERIALS

The Subrecipient will maintain regular communication with WDB staff. As part of this communication, the Subrecipient must inform the WDB of any special events under the

WDB/WIOA umbrella of services prior to implementation and provide copies of outreach documents. The Subrecipient will attend monthly WDB/One-Stop Operator meetings to leverage the capabilities of other AJCC partners to provide comprehensive system support for participants.

Any documents connected with the contract and that use Subrecipient funds from the WDB must include the WDB name as the overarching brand for WIOA services in Solano County. In addition, appropriate accessibility and accommodations, as well as Steven's Amendment acknowledgement language, must be included on any collateral used.

Official WIOA forms utilized by the Subrecipient must first be shared and approved in writing by WDB.

G. DOCUMENTATION AND RECORDS

The Subrecipient must maintain WIOA documentation as mandated by federal, state, and local guidelines. Documentation includes both copies of documentation of eligibility, activities, and outcomes either in hard copy or digital form, as well as data entry of enrollment, services, and outcomes in the CalJOBS system. At the minimum, each case file shall include documentation of each of the following: all eligibility and data validation items; assessments; the ISS; progress reports; case notes; outcomes information and verification. All documentation will be clearly identifiable and readily accessible.

The WDB shall have full and free access to such documents and records at all times during normal business hours, including the right to inspect, copy, audit, and make records from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the WDB shall have access to such records in the event an audit is required.

All reports, records, documents, and other materials prepared by the Subrecipient in the performance of this contract shall be the property of the WDB and shall be delivered upon request of the WDB or upon the termination of this contract. Subrecipient shall have no claim for further employment or additional compensation as a result of the exercise by the WDB of its full rights of ownership of the documents and materials hereunder. Subrecipient may retain copies of such documents for its own use and shall have an unrestricted right to use the concepts embodied therein.

H. REPORTING REQUIREMENTS

Subrecipient must be aware of any changes occurring during the period of a participant's enrollment and must report program activity entries, completions, placements and/or other terminations as soon as they occur and appropriately document them. Subrecipient shall report via CalJOBS system and in participant files any documentation and information relating to participant's enrollments, activities, and outcomes.

The Subrecipient must submit monthly performance report containing quantitative outcomes in a format co-designed with the WDB. In addition, Subrecipient shall submit a summary that includes highlights of activities for the month, any success stories, and any challenges or technical assistance needed.

I. OUTCOMES

Subrecipient will enroll twenty (20) participants within the first year of the contract and provide participants with the essential skills, abilities, and knowledge necessary to effectively improve their opportunities for success in the following areas:

- a. Goal achievement documented in participants' ISS;

- b. Provision of appropriate supportive services, as needed, to accomplish documented goals;
- c. Work Experiences appropriate to participants' career interests for skill development and enhanced employment opportunities;
- d. Participation in any of the 14 WIOA Program Elements as appropriate and identified in their ISS.

Measure	Goal
Number Enrolled	20
Work Experience Placements	20
Youth Completion of Program Components	75%
Employment / Education Outcomes Second Quarter After Exit	75%
Employment / Education Outcomes Fourth Quarter After Exit	71%
Quarterly Median Wage	\$3,490

If actual performance deviates more than 15% from the agreed upon performance measures, the Subrecipient may be requested to submit a Corrective Action Plan to outline the steps that will be taken to correct performance. If performance is consistently below 85% of expected outcomes, the contract may be at risk of termination.

III. WDB RESPONSIBILITIES

The WDB staff will be responsible for the following:

1. Leverage Business Services unit to support connections with businesses throughout Solano County;
2. Support outreach and recruitment of targeted youth through AJCC and WDB efforts;
3. Provide access to vocational training funds for participants through collaborative case management as needed;
4. Support job placement of participants in high-demand, available occupations in the local area;
5. Provide labor market information and county industry profiles as requested;
6. Evaluate and monitor the management and operations of all programs funded by the WDB, including:
 - Annual ADA, equal opportunity, and accessibility compliance reviews;
 - Annual fiscal and procurement compliance reviews;
 - Annual performance and WIOA programmatic compliance reviews;
 - Periodic review of accurate expenditures against cost categories and within cost limitations specified in WIOA regulations;
 - Periodic review of programmatic delivery and documentation compliance.
7. Provide technical assistance to subrecipient staff in the areas of WIOA compliance, CalJOBS data entry and WIOA performance measures;
8. Inform Subrecipient of Federal, State, and local policies and procedures that may impact the operations of the program, and give assistance as needed to implement them accordingly;
9. Ensure compliance with all rules, regulations, and policies issued under WIOA;

10. Process payments for services; and

11. Include subrecipient staff in appropriate ongoing professional development and training.

The roles and responsibilities of the WDB and Subrecipient may be refined and changed due to changes in Federal, State or Local law, regulations, or policies relating to WIOA Youth implementation upon notification and in accordance with section 13 and 26 of Exhibit C.

**EXHIBIT B
PROJECT BUDGET SUMMARY**

BUDGET SUMMARY (Cost Categories)	PROGRAM	WORK EXPERIENCE ("WEX")	TOTAL
PERSONNEL <i>(Includes Salary + Benefits)</i>			
VOICES Solano Operations Manager	\$ 9,750	\$ 3,250	\$ 13,000
VOICES Solano Explorations Case Manager	13,000	39,000	52,000
Taxes and Benefits (16%)	3,640	6,760	10,400
SUBTOTAL PERSONNEL:	\$26,390	\$ 49,010	\$ 75,400
YOUTH PARTICIPANT COSTS			
Participant Wages	\$ 0	\$ 36,000	\$ 36,000
Supportive Services	20,000	0	20,000
Youth Incentives	2,000	0	2,000
SUBTOTAL YOUTH PARTICIPANT COSTS:	\$ 22,000	\$ 36,000	\$ 58,000
ADMINISTRATIVE COSTS			
De minimus Admin Rate (10%):	14,802	0	14,802
SUBTOTAL ADMIN COSTS:	\$ 14,802	\$ 0	\$ 14,802
CONTRACT TOTALS:	63,192	\$ 85,010	\$ 148,022

1. Funding is based on a cost-reimbursable model. The above amounts are contingent upon acceptance of an appropriately working and usable system and shall be in compensation for all time and expenses incurred by the Subrecipient. The Subrecipient will not be reimbursed for any out-of-pocket costs.
2. This Contract amount is based upon annual WIOA Youth allocations and is subject to change. The WDB reserves the right to reallocate funds within this budget based on program needs. The availability and allocation of funds is determined by the WDB.
3. Subrecipient must request approval for transfers between budget line items, which are set forth in Exhibit B (Project Budget Summary) when the cumulative amount of such transfers exceed 10% of the budget cost category total amount. Requests for transfers between budget line items must be presented to the WDB on the WDB's "Budget Modification Request Form". Budget line-item transfers that exceed 10% of the budget cost category total amount may be made only upon prior written approval of WDB, which approval may be withheld in the sole and absolute discretion of WDB. WDB may authorize the addition of budget line items for transfers under this section, provided that the line item added does not substantially change the scope of services to be provided under this Contract and does not increase the contract amount.
4. The Subrecipient shall gain approval from the WDB on the participant wages structure and payment in writing before participants receive Work Experience-related wages.
5. The WDB agrees to pay the Subrecipient for services upon the presentation of an appropriate invoice and documents supporting the deliverables as defined in the Scope of Work to be performed. The

Subrecipient shall submit monthly invoices detailing work performed for each deliverable detailed in the Scope of Work (Exhibit A) and amount payable to the WDB's Executive Director/President, or designee. Monthly invoices for payment should be submitted to the WDB by the 15th day of the subsequent month. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President or designee, and the deliverables described in Exhibit A, Scope of Work have been accepted in writing by the Executive Director/President or his/her designee.

6. The Subrecipient shall provide any additional documentation as required by WDB at any time in order to substantiate Subrecipient's claims for payment. WDB may elect to withhold payment for failure by Subrecipient to provide such documentation required by WDB.
7. The maximum payment under the terms of this contract shall under no circumstances, exceed **\$148,022** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT Approval for a Contract with NetXperts, LLC to Serve as the Managed IT Systems Service Provider for a First Year Contract not to Exceed \$56,400; Give President/Executive Director Authority to Finalize and Sign the Approved Contract, and Make Administrative Changes, as Needed	MEETING DATE May 19, 2023	AGENDA ITEM VIII.F
FROM Heather Henry, President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A

RECOMMENDATION

Staff and the Planning & Oversight Committee are recommending the Board of Directors approve the contract with NetXperts, LLC as the Managed IT Systems Provider services. The first-year contract period is from July 1, 2023, through June 30, 2024, for an amount not to exceed \$56,400.

It is also recommended that the Board authorize the President/Executive Director to sign this contract after it has been reviewed by County Counsel and ratified by the County Administrator's Office. As required by the County of Solano's Procurement Policy and the Board's current Memorandum of Understanding with the County, since this contract amount will be below an annual amount of \$75,000, it may be reviewed and approved by the Solano County Administrator.

As part of this agenda item, Attachment A includes the Cover Page, Scope of Work (Exhibit A), and Budget (Exhibit B). The contract General Terms and Conditions (Exhibit C) and Special Terms and Conditions (Exhibit D) remain the standard exhibits and therefore are not included in the attachment.

This contract may be extended in time, for up to two (2) years at an anticipated \$56,400 annually subject to satisfactory performance by the contractor, availability of funds, and Committee and/or Board action.

BACKGROUND

On March 20, 2023, the Workforce Development Board (WDB) of Solano County published and distributed the Managed IT Systems Provider Request for Quote (RFQ) to several local and regional firms that provide IT services; as well as posted the RFQ on Solano County's Public Purchasing website and the WDB website. The deadline for proposal submissions was March 31, 2023.

Staff received one proposal, from its current provider, NetXperts, LLC, and one response regarding being unable to support some items in the proposal. On April 6, 2023, staff met to discuss the proposal and make a recommendation for a Managed IT Systems Provider. Based on the WDB's Procurement Policy, in compliance with Federal, state, and local guidelines this procurement is deemed a failed procurement as it did not secure a minimum of two responsive offers. A sole source recommendation was presented to, and approved by, the Executive Director.

Staff conducted a threshold review of the proposal submitted by NetXperts, LLC and determined the proposal met the minimum qualifications for contract consideration. Staff completed evaluation of NetXperts, LLC's proposal.

Below are the scores and average rating score:

Agency	Total Points Possible	Rater 1 Scores	Rater 2 Scores	Rater 3 Scores	Average Score
NetXperts, LLC	100	100	100	100	100

Based on the proposal submitted, evaluation, and score NetXperts has proven to meet the WDB's specifications and needs described in the RFQ. NetXperts has been providing managed IT systems support services to the WDB since 2020.

ALTERNATIVES

While not recommended, the Board could direct staff to re-issue a new Request for Quote for a managed IT systems provider to see if a larger number of quotes would be submitted. However, the services provided by the selected vendor since 2020 has met and exceeded staff's expectations and continuing the relationship with a vendor who is already familiar with WDB's IT systems needs prevents complications in any transition plan that may be needed.

AGENCY BUDGET IMPACT

The WDB's FY2023-24 budget will include the necessary funding to cover the cost of this contract.

REPORT PREPARED BY

Tracy White, One Stop Manager. Please contact Tracy at 707-863-3520 if you have any questions regarding the information outlined in this report.

SERVICE AGREEMENT CONTRACT



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

For WDB Use Only
Contract No.
PY-23-001

1. This Contract is entered into between the Workforce Development Board (WDB) of Solano County and NetXperts, LLC. ("Contractor") for Managed IT Systems Support
2. The term of this Contract is: July 1, 2023, through June 30, 2024.
3. The Maximum amount of this contract is: \$ 56,400

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions
- Exhibit D – Special Terms and Conditions

APPROVED FOR THE WORKFORCE DEVELOPMENT BOARD

BY: _____
(Signature, WDB's Duly Authorized Representative)
NAME: Heather Henry
TITLE: President/Executive Director
DATE: _____
ADDRESS:
500 Chadbourne Rd, Suite A
Fairfield, CA 94534
(707) 864-3501

APPROVED BY NETXPERS, LLC.

BY: _____
(Signature, NetXpert's Duly Authorized Representative)
NAME: Jennifer Kniland
TITLE: Account Director
DATE: _____
ADDRESS:
1777 Botelho Street, Suite 102
Walnut Creek, CA 94596
(925) 806-0800

Approved as to Form:

Solano County Counsel

APPROVED FOR SOLANO COUNTY

BY: _____
(Signature)
NAME: William Emlen
TITLE: County Administrator
DATE: _____
ADDRESS: **675 Texas Street, Suite 6500**
Fairfield, CA 94533
707-784-6100

EXHIBIT A SCOPE OF WORK

A. CONTRACTOR RESPONSIBILITIES

1. AVAILABILITY TO PERFORM SERVICES

Contractor will:

- i. Provide and train all qualified staff in order to plan for and administer the contracted services;
- ii. Provide services for duration of contract; and,
- iii. Provide services during scheduled days and/or hours as appropriate.

2. SERVICE ACTIVITIES

Contractor will:

i. On-Boarding

- a. Serve at WDB's Managed IT Systems vendor to provide maintenance and support to WDB's network infrastructure, hardware and software.
- b. Periodically evaluate WDB's current network infrastructure system, at the Fairfield and Vallejo sites, to assess and identify risks and potential deficiencies within the system.
- c. Provide ongoing support, necessary training(s), and guidance to WDB and designated staff throughout the duration of the Agreement.

ii. Software & Equipment

- a. Maintain all cloud-based network services.
- b. Maintain network security, firewall and content filtering systems.
- c. Perform router management.
- d. Maintain virus detection, protection and removal products.
- e. Manage spyware.
- f. Perform software updates and patches.
- g. Perform hardware and software preventative maintenance.
- h. Perform hardware and software troubleshooting.
- i. Maintain the WDB's product of licensing.
- j. Monitor data back-up's and perform data recovery, if needed.
- k. Provide ongoing help desk and technical support.
- l. Provide remote support to WDB, as needed.
- m. Maintain physical presence through scheduled on-site visits, as needed; as determined by the Contractor and WDB.
- n. Make recommendations about planning for efficiency and maintaining current products with industry standard products.
- o. Document hardware and/or software changes.
- p. Provide vendor-documented instructions, templates, etc., to use in order to perform select functions which include, but are not limited to, creating a new user account to log onto the network, creating a new email account, disabling an email account.
- q. Develop and maintain disaster recovery planning recommendations.
- r. Provide monthly report on work accomplished, work in progress and work to be completed.

- s. Notify WDB of any changes to system access including, but not limited to: hardware, cloud-based services, and/or subscription services.
- t. Notify WDB of any recommended hardware/software purchases necessary to maintain current system
 - i. All hardware/software purchases are generally made by the WDB, unless otherwise instructed

iii. **Response Time – On call and Emergency Services**

Contractor shall perform all scheduled work during the normal business hours of Monday through Friday, 8:00 a.m. – 5:00 p.m. PT or as outlined by WDB. All services must be provided in a manner not to disrupt normal business hours.

B. ADMINISTRATION

1. **Business Ownership**

Contractor understands the WDB owns the hardware, cloud-based services and subscription services and will maintain full access to it. This means the WDB will have a record of/access to all current log-on/username and password information.

2. **Ownership of Work Product**

All documents or other information developed as part of this Agreement or received by Contractor become the property of WDB and must be made available to WDB upon demand or termination of this Agreement. Should copyrights of any of the products be deemed necessary in this project by mutual agreement, such copyright shall be held by WDB and made available to the general public. The Contractor shall be responsible for obtaining all necessary legal releases for use of any third-party proprietary materials.

3. **Advertisement**

Contractor may not use the name WDB or any variation thereof for advertising or publicity purposes without first obtaining the written consent of WDB.

4. **Maintenance of Effort**

Contractor assures that services provided, and funds received under this Agreement will not supplant existing services or funds allocated for the same purpose.

5. **Successors**

Should the Contractor sell or otherwise relinquish all or any portion of the ownership of the Contractor organization during the course of this Agreement, any future owner(s) of the organization will agree to be bound by the provisions stipulated herein for the length of the contract.

6. **Time is of the Essence of this Agreement**

All services to be performed specified under this Agreement including training must be delivered on or before the ending of date of this Agreement.

The roles and responsibilities of the WDB and Contractor may be refined and changed due to changes in Federal, State or Local law, regulations, or policies relating to various funding implementation upon notification and in accordance with section 13 and 26 of Exhibit C.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

COMPENSATION

1. Contractor will be compensated at a fixed rate of **\$4,700.00** per month.
2. Invoicing and Timing of Payment: Payment will be made according to the following terms:
 - A. Contractor shall submit monthly invoices detailing work performed for each deliverable detailed in the Scope of Work and amount payable to the WDB's One Stop Senior Manager. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President, and the deliverables described in Exhibit A have been accepted in writing by the Executive Director/President OR his/her designee.
 - B. The Contractor may be asked to perform special tasks or projects separate from the Scope of Work. Prior written approval by WDB will be required if any services are performed by the Contractor that are not specified in Exhibit A – Scope of Work and a separate invoice will be submitted by the Contractor.
 - C. The Contractor shall provide any additional documentation as required by WDB at any time in order to substantiate Contractor claims for payment. WDB may elect to withhold payment for failure by Contractor to provide such documentation required by WDB.
 - D. The Contractor agrees that the total maximum compensation for the services performed will not exceed the amount individually assigned in each Scope of Work Order (task order). The Contractor agrees that any work performed above and beyond this amount will be gratis and will not be billed to the WDB.
 - E. Tax Withholding: Payment to non-California resident or nonresident alien Contractor performing services in California may be reduced by any required state tax withholding or federal tax withholding or both.
3. The maximum payment under the terms of this contract under no circumstances exceed \$56,400 for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT Approval for a Contract with Saavedra Fam Inc. for Janitorial, Maintenance and Facilities Support Services for a First Year Contract Not to Exceed \$65,232; Give President/Executive Director Authority to Finalize and Sign the Approved Contract, and Make Administrative Changes, as Needed	MEETING DATE May 19, 2023	AGENDA ITEM VIII.G
FROM Heather Henry, President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A

RECOMMENDATION

Staff and the Planning & Oversight Committee are recommending the Board of Directors approve the contract with Saavedra Fam Inc. (previously named Quali-Serv Janitorial) to provide Janitorial, Maintenance and Facilities Support Services. The first-year contract is for the period of July 1, 2023, through June 30, 2024, for an amount not to exceed \$65,232.

It is also recommended that the Board authorize the President/Executive Director to sign this contract after it has been reviewed by County Counsel and ratified by the County Administrator's Office. As required by the County of Solano's Procurement Policy and the Board's current Memorandum of Understanding with the County, since this contract amount will be below an annual amount of \$75,000, it may be reviewed and approved by the Solano County Administrator.

As part of this agenda item, Attachment A includes the Cover Page, Scope of Work (Exhibit A), and Budget (Exhibit B). The contract General Terms and Conditions (Exhibit C) and Special Terms and Conditions (Exhibit D) remain the standard exhibits and therefore are not included in the attachment.

This contract may be extended in time, for up to two (2) years at an anticipated \$65,232 annually subject to satisfactory performance by the contractor, availability of funds, and Committee and/or Board action.

BACKGROUND

On April 7, 2023, the WDB published and distributed the Janitorial, Maintenance and Facilities Support Services Request for Quote (RFQ) to several local firms that provide janitorial, maintenance and facilities support services in addition to posting the RFQ on the WDB's website. An email Q&A/technical assistance was available for all vendors to submit questions by April 12, 2023.

Staff received one (1) proposal by the April 17th deadline from Saavedra Fam Inc. of Suisun City, CA. Based on the WDB's Procurement Policy, in compliance with Federal, state, and local guidelines this procurement is deemed a failed solicitation as it did not secure a minimum of two responsive offers. A sole source recommendation was presented to, and approved by, the Executive Director.

Staff conducted a threshold review of the proposal submitted by Saavedra Fam Inc. and determined the proposal met the minimum qualifications for contract consideration. Staff completed evaluation of Saavedra Fam Inc.'s proposal. Below are the scores and average rating score:

Agency	Total Points Possible	Rater 1 Scores	Rater 2 Scores	Rater 3 Scores	Average Score
Saavedra Fam Inc.	100	100	98	100	99.3

The Saavedra Fam Inc. proposal addressed all the janitorial, maintenance and facilities support services described in the RFQ. Saavedra Fam Inc., formerly Quali-Serv Janitorial, has been providing janitorial, maintenance and facility support services to the WDB for almost two decades.

ALTERNATIVES

While not recommended, the committee could direct staff to re-issue a new Request for Quote for Janitorial, Maintenance and Facilities support to see if a larger number of quotes would be submitted. However, the services provided by the selected vendor has met and exceeded staff's expectations and continuing the relationship with a vendor who is familiar with WDB's service needs has proven to be beneficial and keep overall costs lower than other service providers.

AGENCY BUDGET IMPACT

The WDB's FY2023-24 budget will include the necessary funding to cover the cost of this contract.

REPORT PREPARED BY

Tracy White, One Stop Manager. Please contact Tracy at 707-863-3520 if you have any questions regarding the information outlined in this report.

SERVICE AGREEMENT CONTRACT



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

For WDB Use Only
Contract No.
PY-23-002

1. This Contract is entered into between the Workforce Development Board (WDB) of Solano County and Saavedra Fam, Inc. ("Contractor") for Janitorial, Maintenance, Facilities Support services.
2. The term of this Contract is: July 1, 2023, through June 30, 2024.
3. The Maximum amount of this contract is: **\$65,232**

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions
- Exhibit D – Special Terms and Conditions

APPROVED FOR THE WORKFORCE DEVELOPMENT BOARD

BY: _____
(Signature, WDB's Duly Authorized Representative)
NAME: Heather Henry
TITLE: President/Executive Director
DATE: _____
ADDRESS:
500 Chadbourne Rd, Suite A
Fairfield, CA 94534
(707) 864-3501

APPROVED BY SAAVEDRA FAM, INC.

BY: _____
(Signature, Contractor's Duly Authorized Representative)
NAME: Luis Saavedra
TITLE: Owner
DATE: _____
ADDRESS:
1405 Shasta Street
Suisun City, CA 94585
(707) 386-7851

Approved as to Form:

Solano County Counsel

APPROVED FOR SOLANO COUNTY

BY: _____
(Signature)
NAME: William Emlen
TITLE: County Administrator
DATE: _____
ADDRESS: **675 Texas Street, Suite 6500**
Fairfield, CA 94533
707-784-6100

EXHIBIT A SCOPE OF WORK

A. CONTRACTOR RESPONSIBILITIES

1. AVAILABILITY TO PERFORM SERVICES

- a. Provide and train qualified staff in order to plan for and administer the contracted services;
- b. Provide services sustainable for duration of Contract; and,
- c. Provide services during scheduled days and/or hours as appropriate.

2. SERVICE ACTIVITIES

Contractor will provide WDB with a comprehensive janitorial, maintenance and facilities support services. Specific details of each of those services are described in Section D.

Contractor will provide all scheduled work associated with this Contract as described below:

Facilities Support Services

The maximum hours for facility support services shall total **528** hours. Facility support services will take place between 7:00 and 11:00 a.m. However, alternative hours may be required depending on the project. When those situations arise, Contractor will coordinate, in advance, the necessary change with the Facilities Manager or her designee.

Maintenance Services

The maximum hours for Maintenance Services shall total **120** hours. Maintenance services will take place between 7:00 and 11:00 a.m. However, alternative hours may be required depending on the project. When those situations arise, Contractor will coordinate, in advance, the necessary change with the Facilities Manager or her designee.

Janitorial Services

The maximum hours for Janitorial Services shall total **1164** hours. Janitorial services will take place after business hours. However, alternative hours may be required depending on the needs of the agency. When a necessary change is required, the Contractor, in advance, will coordinate the change with the Facilities Manager or her designee.

B. RESPONSE TIME

1. On Call and Emergency Service

Contractor will be available for “on call” services between the hours of 6:00 a.m. and 6:00 p.m. and for emergency services between 8:00 a.m. and 5:00 p.m. There are no added fees for either of these services.

C. ADMINISTRATION

1. Maintenance of Effort

Contractor assures that services provided, and funds received under this Contract will not supplant existing services or funds allocated for the same purpose.

2. Successors

Should the Contractor sell or otherwise relinquish all or any portion of the ownership of the Contractor corporation during the course of this Contract, any future owner(s) of the

corporation will agree to be bound by the provisions stipulated herein for the length of the contract.

3. Advertisement

Contractor may not use the name WDB or any variation thereof for advertising or publicity purposes without first obtaining the written consent of WDB.

4. Time is of the Essence of this Contract

All services to be performed specified under this Contract, including training must be delivered on or before the ending of date of this Contract.

D. DELIVIERABLES

The Contractor shall conduct/provide the specific services, activities and products under this contract as outlined below.

1. JANITORIAL SERVICES

Location: 500 Chadbourne Road, Suite A, Fairfield, CA

Daily Duties

- Inspect & clean all entrances
- Reset training rooms and wipe down all tabletops
- Clean all bathrooms and restock supplies
- Empty all bathrooms and kitchen waste baskets
- Empty trash in public spaces
- Sanitize door handles, light switches, tables in all public areas including all computer keyboards & mouse
- Sanitize kitchen counter tops, tables, chairs, exterior cabinets, drawers, microwave & coffee machine
- Verify completion of sanitization with initialed/posted checklist in kitchen, public rooms & bathrooms

Twice Weekly

- Vacuum common areas: All hallways, lobby and One Stop Areas
- Mop kitchen floor
- Pick up & empty all employee trash
- Empty ash trays at side entrances of building

Weekly

- Vacuum all carpeted areas
- Dust/mop all areas
- Empty all recycling bins
- Clean main entrance glass doors, and interior lobby doors Monthly
- Buff all hard surface floors
- Clean interior/exterior of all kitchen appliances including microwave ovens and toaster oven

Quarterly

- Wax all hard surface floors
- Dust all blinds and window sills

- Clean computer equipment and tables
- Clean air vents

Annually

- Shampoo all carpets
- Thoroughly clean the interior of refrigerators

As Needed

- Inventory supplies/notify staff of items needed (in a timely manner) including but not limited to the following items:
 - Bathroom paper supplies
 - Soap, cleaners, scent, disinfectants
 - Cleaning tools
 - Electronic items such as batteries, battery packs, light bulbs
 - Electrical equipment such as extension cords, etc.
- Special Event room cleanup

2. MAINTENANCE SERVICES

Location: 500 Chadbourne Road, Suite A, Fairfield, CA

Monthly

- Check fire extinguishers for change and current inspection

Semi-Annually

- Reset clocks after the Spring and Fall time changes

As Needed – Work Orders Required for Non-Routine Tasks

- Report plumbing, restroom, sink deficiencies
- Report electrical problems
- Inspect furniture and fixtures for defects, wear and tear, safety, and operation.
- Repair minor defects as needed/directed. Secure and report major defects immediately
- Safely handle, store and identify all facility related materials and supplies
- Dispose hazardous and expired materials safely and legally
- Prep, paint any/all interior areas. Maintain clear and specific paint/primer information
- Maintain, documented record of requests, work completed and referrals and contacts
- Inspect for proper operation of smoke detectors, emergency lights and panic system (moved from semi-annual)

3. FACILITIES SUPPORT SERVICES

Location: 500 Chadbourne Road, Suite A, Fairfield, CA (with some offsite services)

Daily

- Open building, and disarm alarm, no later than 7:00 a.m. Monday – Friday and be readily available until 11:00 a.m. (earlier or later, as needed)

Monthly

- Room set-up (tables and chairs) for Staff meeting
- Board Meeting set-up (table and chairs) every other month

As Needed – Work Orders Required for Non-Routine Tasks

- Morning/afternoon/evening hours required for physical set-up of any Career Fair and/or Gala, and provide any additional needed staff
- Morning/afternoon/evening hours required for physical set-up of special events and meetings, and provide any additional needed staff at 500 Chadbourne Rd. or other sites
- Move/transport furniture, cabinets, supplies, equipment, etc. within same room, building, complex or other sites
- Maintain paper supply/inventory for specific locations (e.g., near copy machines)
- Dispense, deliver or store supplies/equipment deliveries within same day or next morning
- Install, repair or report signage problems
- Maintain the organization, cleanliness, security of maintenance rooms, WDB storage equipment or storerooms
- On-call must be available by cell phone between the hours of 6:00 a.m. – 6:00 p.m. and available to respond to urgent calls within one hour between 8:00 a.m. – 5:00 p.m.

The roles and responsibilities of the WDB and Contractor may be refined and changed due to changes in Federal, State or Local law, regulations, or policies relating to various funding implementation upon notification and in accordance with section 13 and 26 of Exhibit C.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

DOCUMENTATION OF DELIVERY	DELIVERY PERIOD	FEE
Janitorial Services	July 1, 2023 – June 30, 2024	\$41,904 (\$36 per hour x 1,164 maximum hours)
Maintenance Services	July 1, 2023 – June 30, 2024	\$4,320 (\$36 per hour x 120 maximum hours)
Facilities Support Services	July 1, 2023 – June 30, 2024	\$19,008 (\$36 per hour x 528 maximum hours)
TOTAL		\$65,232.00

1. Contractor will be compensated at a rate of \$5,436.00 per month.
2. The above amounts are contingent upon acceptance of an appropriately working and usable system and shall be in compensation for all time and expenses incurred by the Contractor. The Contractor will not be reimbursed for any out-of-pocket costs.
3. The Contractor shall submit monthly invoices detailing work performed for each deliverable detailed in the Scope of Work and amount payable to the WDB's Executive Director/President. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President, and the deliverables described in Exhibit A have been accepted in writing by the Executive Director/President OR his/her designee.
4. The Contractor may be asked to perform special tasks or projects separate from the Scope of Work. Prior written approval by WDB will be required if any services are performed by the Contractor that are not specified in Exhibit A – Scope of Work and a separate invoice will be submitted by the Contractor.
5. The Contractor shall provide any additional documentation as required by WDB at any time in order to substantiate Contractor claims for payment. WDB may elect to withhold payment for failure by Contractor to provide such documentation required by WDB.
6. The Contractor agrees that the total maximum compensation for the services performed will not exceed the amount individually assigned in each Scope of Work Order (task order). The Contractor agrees that any work performed above and beyond this amount will be gratis and will not be billed to the WDB.
7. Tax Withholding: Payment to non-California resident or nonresident alien Contractor performing services in California may be reduced by any required state tax withholding or federal tax withholding or both.
8. The maximum payment under the terms of this contract under no circumstances exceed **\$65,232** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT Approval of the Supportive Services and Incentive Policy, Change 1	MEETING DATE May 19, 2023	AGENDA ITEM VIII.H
FROM Heather Henry, President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A

RECOMMENDATION

Staff and the Planning & Oversight Committee are recommending that the Board of Directors approve the Supportive Services and Incentive Policy, Change 1.

DISCUSSION:

This change to the Supportive Services Policy is a result of recent state fiscal monitoring findings regarding pre-paid card use. Per the state monitoring results, the WDB must maintain receipts of all purchases used on pre-paid cards given to participants.

The Planning & Oversight Committee reviewed and approved the policy change at the February 28, 2023 committee meeting.

ALTERNATIVES

The Board could choose not to approve the policy change and request further investigation or changes on items within the policy. However, it would require reengagement with the state monitoring unit regarding previous findings.

REPORT PREPARED BY

Heather Henry, President/Executive Director. Please contact Heather at 707-863-3501 if you have any questions regarding this report.



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

POLICY ADDENDUM

Date: May 19, 2023

Number: 2020-04, Change 1

SUPPORTIVE SERVICES AND INCENTIVE POLICY CHANGE 1

INTRODUCTION

This policy change adds additional considerations to the Supportive Services and Incentives Policy regarding use of pre-paid cards for supportive services purposes when using Workforce Innovation and Opportunity Act (WIOA) funds.

QUESTIONS

Questions relating to this change should be directed to Marion Aiken, Workforce Services Director, at maiken@solanowdb.org or at (707) 863-3594.

POLICY CHANGE

Policy changes are made to the limitations and payments of supportive services when using pre-paid cards for WIOA-funded participants as follows. All other stipulations of the Supportive Services and Incentive Policy not addressed in this Policy Change shall remain in effect.

Limitations and Payments

Supportive services in the form of pre-paid cards may be provided to the participant in advance, if financial or urgent need is demonstrated and documented in the participant's file. Fixed amount gift cards for a specific purpose given in advance requires receipts from the participant and case notes of such action in the participant's file. If participants do not return requested receipts of authorized and intended purchases, no further supportive services will be provided. Case notes must be entered into CalJOBS if a participant fails to return any receipts/documentation for the supportive services provided in full and include an explanation and attempts made to collect receipts.

DISCLAIMER

This policy change is based on the WDB's understanding of WIOA regulations and will be reviewed and updated based on any additional federal or state guidance.

Approved by

Workforce Development Board of Solano County

ACTION ITEMS





WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT Approval of the New Workforce Board Appointment; Mr. Glenn Loveall of Napa-Solano Central Labor Council, as Labor Representative	MEETING DATE May 19, 2023	AGENDA ITEM IX.A
FROM Heather Henry, President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A

RECOMMENDATION

It is recommended that the Board accept Mr. Glenn Loveall's nomination for appointment to the Workforce Development Board (WDB) of Solano County as Labor Representative.

Based on the Board's action, this appointment will be forwarded to the Solano County Board of Supervisors (BOS) for their required formal ratification and final membership appointment.

DISCUSSION

Mr. Glenn Loveall – Napa-Solano Central Labor Council

Mr. Glenn Loveall will be taking over the membership seat of Mr. Jon Riley, who will resign from the Board of Directors as Mr. Loveall's membership is ratified by the BOS at their June 6, 2023, meeting. Staff would like to take this opportunity to thank Mr. Riley for 15 years of dedication and service to the Workforce Development Board. Mr. Riley joined the Board of Directors in 2008.

Mr. Loveall is the Special Projects Coordinator for the Napa-Solano Central Labor Council and an advocate for working people and a resident of Solano County.

Mr. Loveall was born and raised here in Fairfield, growing up in a household with both parents working in public service, and attending K-12 in the Fairfield-Suisun Unified School District. Following graduation, he earned degrees in Political Science and History at UC Davis, and went on to earn his Master's degree in Political Science from UC Riverside. Following college, he began to work in various political campaigns and market research before joining the staff of Congressman John Garamendi. In that capacity, he worked with constituents to assist them with Federal agencies while developing events and other contacts with the broader community.

Following his service under Congressman Garamendi, he went on to join the labor movement, starting as a Political Coordinator for the Iron Workers Union Local 378. In that role, he advocated for various workforce development issues and resources, such as support for apprenticeship and pre-apprenticeship programs, as well as the broader growth of Career Technical Education (CTE) in public schools and colleges. Subsequently, he went on to his current role as Special Projects Coordinator for the Napa-Solano Central Labor Council, where he continues his advocacy for workforce development alongside public policies and coalitions to protect and advance workers' rights, quality jobs/career paths, and safe working conditions.

This Labor Council represents 50,000 workers from all walks of life across Solano and Napa Counties. He would be honored to have continued representation on the Solano Workforce Development Board and the important service that it provides to this County and the local community. Mr. Loveall thanks the Board for consideration of his candidacy and looks forward to working with the Board in the near future.

After a technical review of the application documents, the appointment brought before the Board of Directors has been found to be in compliance with the regulatory requirements governing the Labor Representative category for the Workforce Development membership appointment.

Mr. Loveall's term of office will be from June 6, 2023, through June 5, 2027.

Attached for review is a copy of Mr. Loveall's Membership Application, Supplemental Application and Recommendation Letter.

ALTERNATIVES

Board members could choose to not approve the appointment brought before them, and a new search for a representative could ensue. However, Mr. Loveall's appointment is considered to be an excellent candidate to serve in the Labor representative category on the WDB, and has been supported by Mr. Riley, Executive Director of the Napa-Solano Central Labor Council and endorsed by Mr. Phillips, President of the Napa-Solano Central Labor Council.

AGENCY BUDGET IMPACT

None

REPORT PREPARED BY

Tammy Gallentine, Executive & Board Support Specialist. Please contact Tammy at 707-863-3552 if you have any questions regarding the information outlined in this report.



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

APPLICATION FOR APPOINTMENT TO THE BOARD OF DIRECTORS

Thank you for your interest in serving as a member of the Workforce Development Board (WDB) of Solano County. Please complete this application as well as the supplemental application and return them to the WDB's Corporate Affairs Unit located at 500 Chandbourne Road, Suite A, Fairfield, CA 94534.

Name: _____

Company/Agency: _____

Title: _____

Business Address: _____

Business Phone #: _____

Business Fax #: _____

Home or Cell Phone #: _____

Email Address: _____

County Supervisory District: _____

**Length of Residence/
Business in Solano County :** **Years:** _____ **Months:** _____

Previous Commission or Committee Membership

Commission/Committee	Office Held (if applicable)	Length of Participation

Educational Background

Institution	Major	Degree Yes No		Year

Work/Volunteer Experience

Organization	City/State	Position	Year

Certification

I certify that the information on this application and the attached application supplement is true and correct, and I authorize the verification of the information in the application in the event I am a finalist for membership appointment. I understand that the information may be made public in accordance with Federal, State and local laws. I further understand and agree, if appointed, to complete any and all required Conflict of Interest and/or Disclosure Statements required by law.



Applicant Signature

Date



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

SUPPLEMENTAL APPLICATION

Name: _____

Date: _____

I. Please provide the information requested below relating to the representative category of membership nomination you are seeking on the Workforce Development Board of Solano County.

1. ☐ Business (Private Sector/Non-Governmental)
2. ☐ Community Based Organization
3. ☐ Economic/Business Development Agency
4. ☐ Education (Please check the appropriate box)
☐ Adult School ☐ Community College
5. ☐ Governmental Entity
6. ☐ Labor Organization
7. ☐ State Certified Apprenticeship Program
8. ☐ Wagner Peyser Program
9. ☐ Title I Rehabilitation Act Program
10. ☐ Youth Employment/Education Provider

II. If you checked **box 1**, please answer each of the following questions:

A. Name of Business: _____

B. Are you the Chief Executive or Owner? ☐ Yes ☐ No

C. Are you the Chief Operating Office? ☐ Yes ☐ No

D. Do you have substantial policy making or hiring authority? ☐ Yes ☐ No

E. Number of employees at the Solano Business? _____

F. Is the business minority-owned or operated? ☐ Yes ☐ No

G. Please check the box indicating which *Chamber of Commerce* is nominating you. (**Attach the nomination letter**)

- | | | |
|---|------------------------------------|------------------------------------|
| <input type="checkbox"/> Benicia | <input type="checkbox"/> Dixon | <input type="checkbox"/> Vallejo |
| <input type="checkbox"/> Fairfield/Suisun | <input type="checkbox"/> Rio Vista | <input type="checkbox"/> Vacaville |

III. If you checked **box 2 through box 10**, please complete the following:

A. Name of the organization which nominated you. This organization may also be your employer. (**Attach the nomination letter**)

Organization Name: _____

B. Do you have optimum policy making authority with your organization, agency or entity? ☐ Yes ☐ No

Helen Lovell

Applicant Signature

Date



May 5th, 2023

Ms. Heather Henry, President/Executive Director
Workforce Development Board of Solano County
500 Chadbourne Rd
Fairfield, CA 94534

Dear Ms. Henry:

On behalf of the Napa-Solano Central Labor Council (AFL-CIO), I am pleased to nominate Glenn Loveall to serve as a member of the Board of Directors on the Workforce Development Board (WDB) of Solano County, representing the needs of workers across the community.

Glenn has served as the Special Projects Coordinator for the Napa-Solano Central Labor Council over the last year and had previously served as the Political Coordinator for the Iron Workers Union Local 378. Over the last five years, Glenn has directly advocated for various workforce issues across Solano County and the broader Bay Area. His advocacy has included, but is not limited to, support for apprenticeship and pre-apprenticeship programs, expanded Career Technical Education (CTE) in K-12 schools and community colleges, and for the development of various public policies in support of a skilled and trained workforce. Glenn also presently serves on the Bond Oversight Committee for Solano Community College.

Through Glenn's experience with our organization and his community experience, he has much to contribute to the goals of the Workforce Innovation and Opportunity Act (WIOA) and will make an excellent addition to the Workforce Development Board of Solano County.

Please do not hesitate to contact me directly at (415) 309-1235 if you have any questions or would like to receive additional information regarding this nomination.

Sincerely,

G Anthony Phillips
President – Napa-Solano Central Labor Council (AFL-CIO)



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT Approval of the Proposed Preliminary Budget for Fiscal Year (FY) 2023-24	MEETING DATE May 19, 2023	AGENDA ITEM IX.B
FROM Heather Henry, President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A - C

RECOMMENDATION:

Staff is recommending the Board of Directors review and approve the proposed preliminary budget for FY2023-24 based on the Budget Committee's recommendation. The Budget Committee reviewed and approved the budget at the May 11, 2023 Budget Committee meeting.

Relative to last year's final approved budget, this budget accounts for the reduction of state and local COVID-related funding. It also accounts for an increase in revenue for American Rescue Plan Act (ARPA) funding from the County of Solano.

SUMMARY:

Allocations for Workforce Innovation & Opportunity Act (WIOA) Title I formula funds have not yet been received from the State of California-EDD for FY2023-24. However, federal funding for Dislocated Worker allocations was reduced. As such, prior year figures were used as estimates in this preliminary budget at a conservative 10% reduction in Dislocated Worker funding and a level funding for all other WIOA allocations. This budget also includes conservative carryover estimates from FY2022-23. Final carryover figures, and other standard budget adjustments, will be presented at the September 2023 WDB Board Meeting.

This proposed preliminary budget for FY2023-24 of **\$10,116,431** represents an overall increase of \$1,599,066, or 19%, from FY2022-23. This increase is primarily due to anticipated ARPA funding carryovers and planned ARPA expenditures. It is important to note that much of the increase of funds is dedicated for training or program contracts.

DISCUSSION:

Opportunities and Challenges for the Agency Budget:

The post-COVID-19 economy remains a challenge for employers and community engagement. New funding streams are anticipated from the state and federal levels for both workforce and small business supports that may impact the budget. In addition, the post-COVID-19 economy and its impact on reductions in enrollments for Dislocated Workers continues to cause reevaluation of expenditures, including training, America's Job Centers of California (AJCC) delivery, supportive services, and business service delivery.

The WDB is again unlikely to hit the 30% training expenditure for FY2023-24 WIOA Adult and Dislocated Worker requirements; however, the budget includes continuous increases in training dollars to meet the expenditure requirements in future years. The budget continues to experience strain in WIOA funding streams, but continuing reduction of costs has led the WDB becoming closer to the WIOA expenditure targets in FY2023-24. Of the WIOA formula funds (Adult, Dislocated Worker, and Youth), 57% of expenditures are attributed to personnel and 15% of expenditures are attributed to operating costs (including the cost of operating the America's Job Centers of California in Fairfield and Vallejo), leaving 28% for training expenditures. This will be the last year of significant ARPA funding, which will require continuous scaling efforts over the next year.

Revenue and Expenditure Detail:

- **Attachment A:** FY2023-24 Projected Budget
- **Attachment B:** FY2023-24 Projected Budget by Project
- **Attachment C:** FY2023-24 Project Grant Terms

Revenue – FY2023-24

Unknowns

- WIOA allocations have not yet been received for FY2023-24. Estimates are based on current year allocations, with a 10% reduction in Dislocated Worker funding.
- The Solano-Napa Small Business Development Center (SBDC) grant year is January – December. Funding levels for 2024 are currently unknown.

Changes from FY2022-23 to FY2023-24:

This discussion focuses on changes that are +/-10% or more

Revenue Ending FY2022-23:

- EDD National Dislocated Worker – COVID ER
- City of Vacaville – Manufacturing Retention and Shop Local programs
- City of Vallejo – ARPA Small Business Assistance
- County of Napa – Childcare Loan Support
- County of Napa – Microbusiness Grants
- County of Solano – Microbusiness Grants
- California Workforce Development Board (CWDB) through Sonoma Workforce Investment Board – Regional Implementation 4.0
- County of Solano, Health and Human Services – Job Skills Plus and Success Track programs
- Kaiser – Restaurant Resiliency program

New Revenue Sources in FY2022-23:

- City of Napa – ARPA Leaf Blower Grant – total grant award of \$85,000

Changes in Revenue:

- WIOA Adult, Dislocated Worker, and Youth funding is anticipated to increase due to higher-than-anticipated prior year carryover of training and Work Experience funding.
- WIOA Rapid Response allocation for the coming year is anticipated at level funding; however, reduction is due to the fact that FY2022-23 included carry-over from a previous Rapid Response allocation.
- CWDB – CNA Upskilling Program is a two-year grant ending in FY2023-24 with the bulk of expenditures in FY2022-23.
- CWDB – Regional Plan Implementation 5.0, Regional Equity, and Prison to Employment contracts are not all fully executed with the state; most of the funding will be expended in FY2023-24.
- County of Solano - ARPA projects in general have a higher-than-anticipated prior year carryover. Additionally, some projects were projected to have higher expenditure rates in FY2023-24.
- Fairfield-Suisun Unified School District – Restaurant Resiliency will end in August 2023 with most of the grant funding expended in FY2022-23.
- SBDC Capital Improvement Program and Technical Assistance Program were awarded higher than anticipated amounts for the grant period October 2022 – September 2023.
- Napa Valley College is funding without a set end date. As such, funds will be extended into FY2023-24 until fully expended.
- Program Income for SBDC was fully reconciled in FY2022-23 with additional revenue realized for NxLevel training.
- Wells Fargo – Dream Incubator is anticipated to be completed in the fall of 2023.

Expenditures - 2023-24:

Unknowns:

- There are five (5) positions that are anticipated to be hired before the end of the fiscal year. Salaries and benefits are currently estimated.
- It is unknown what change in costs for healthcare benefits will be applied beginning December 1, 2023. Final healthcare costs will be represented in the September 2023 budget modification.

Changes from FY2022-23 to FY2023-24:

This discussion focuses on changes that are +/-10% or more

Changes in Expenditures:

- Vocational Training is increased due to carryover from prior year and additional revenue specifically attributed to vocational training in FY2023-24.
- Work-Based Learning is reduced based on the current labor market and the desire for many businesses to direct hire candidates.
- Supportive Services are increased to support the increase in vocational training.
- Business Advisors are increased due to ARPA projects and increased Capital Improvement and Technical Assistance program funding.
- Outreach costs have been increased primarily due to carryover of funds from FY2022-23 for ARPA career awareness and career mapping projects.

- Program Contracts are increased due to prior year carry over of ARPA projects that had a delayed start, as well as new planned ARPA projects. In addition, this increase includes the cost of a second WIOA youth vendor.
- Communications / IT is reduced due to expenditure realignment, with some expenditures moved to software.
- Employee Professional Development is increased due to Regional Plan Implementation 5.0 funding dedicated to professional development.
- Mileage is increased due to increased travel of business services and community engagement staff.
- Supplies / Equipment / Software is increased due to prior year carry-over of Vallejo AJCC software and equipment upgrades.
- Other Operating Costs are increased due to better align with County costs, as well as increases in administrative software.

Budget Modifications:

It is typical for the agency budget to be modified at times throughout a program year:

- A first modification is generally submitted in September, which includes final grant allotments, finalization of funds carried over from the prior year, recalculated line-item expenditure amounts to replace estimates, and changes in service delivery strategies.
- Any subsequent modifications will be the result of changes in available grant funding, program design, and/or cost of goods and services.

The WDB's budget responsibility to the County has been satisfied by the submission of a budget for program year 2023-24. The County budget cycle is timed differently than the WDB cycle and allows for changes to be made to the County budget for new grant awards to align it with the WDB-approved program operation budgets.

ALTERNATIVES:

Alternatively, the Board could choose not to approve and recommend this preliminary budget. However, the WDB would then begin the new fiscal year without a working budget.

REPORT PREPARED BY:

Heather Henry, President / Executive Director. Please contact Heather at 707-863-3501 should you have any questions regarding the information outlined in this report.

WDB SOLANO

FY2023-24 Projected Budget

Presented to the Board of Directors 5.19.23

	BUDGET 2022-23 <i>Mod #2</i>	2022-23 Year End Projection <i>as of 4.30.23</i>	% Spent	BUDGET 2023- 24 <i>Projected</i>	\$ Increase / Decrease	% Increase / Decrease
REVENUE:						
<i>State Grant Revenue</i>						
WIOA Adult	\$985,378	\$899,822	91%	\$1,125,407	\$140,029	14%
WIOA Dislocated Worker	\$1,004,645	\$805,040	80%	\$1,246,527	\$241,882	24%
WIOA Youth	\$1,110,144	\$848,131	76%	\$1,251,175	\$141,031	13%
WIOA Rapid Response	\$176,459	\$123,258	70%	\$146,715	-\$29,744	-17%
WIOA Layoff Aversion	\$49,046	\$49,046	100%	\$49,046	\$0	0%
EDD - COVID National Dislocated Worker Grant (NDWG)	\$68,290	\$41,199	60%	\$0	-\$68,290	-100%
CWDB - CNA Upskilling Program	\$165,296	\$128,804	78%	\$119,185	-\$46,111	-28%
CWDB - Regional Plan Implementation 5.0	\$17,188	\$2,188	13%	\$129,062	\$111,874	100%
Grant Revenue Total	\$3,576,446	\$2,897,488	81%	\$4,067,117	\$490,671	14%
<i>Other Government Grants/Contracts</i>						
City of Napa - ARPA Leaf Blower Grant	\$0	\$4,000	100%	\$81,000	\$81,000	100%
City of Vacaville - Manufacturing Retention	\$13,399	\$13,399	100%	\$0	-\$13,399	-100%
City of Vacaville - Shop Local	\$9,068	\$9,068	100%	\$0	-\$9,068	-100%
City of Vallejo - ARPA Small Business Assistance	\$596,260	\$596,260	100%	\$0	-\$596,260	-100%
County of Napa - Childcare Loan Support	\$0	\$8,350	100%	\$0	\$0	0%
County of Napa - Microbusiness Grants	\$167,773	\$156,159	93%	\$0	-\$167,773	-100%
County of Solano - ARPA 1: Sustain Service Delivery	\$715,961	\$347,151	48%	\$368,800	-\$347,161	-48%
County of Solano - ARPA 2: Community Workforce	\$481,234	\$282,293	59%	\$1,399,707	\$918,473	191%
County of Solano - ARPA 3: Industry Training	\$648,658	\$337,111	52%	\$1,226,615	\$577,957	89%
County of Solano - ARPA 4: Community Engagement	\$233,313	\$130,705	56%	\$804,126	\$570,813	245%
County of Solano - ARPA SB1: Small Business TA	\$171,890	\$66,590	39%	\$385,410	\$213,520	124%
County of Solano - ARPA SB2: Business Incubator	\$272,650	\$221,350	81%	\$385,650	\$113,000	41%
County of Solano - ARPA SB3: Services for Businesses	\$110,200	\$23,298	21%	\$287,704	\$177,504	161%
County of Solano - Microbusiness Grants	\$525,379	\$470,464	90%	\$0	-\$525,379	-100%
CWDB - Prison to Employment 2.0	\$18,768	\$0	0%	\$140,591	\$121,823	649%
CWDB - Regional Equity	\$125,471	\$43,601	35%	\$448,735	\$323,264	258%
CWDB / Sonoma WIB - Regional Implementation 4.0	\$39,714	\$39,740	100%	\$0	-\$39,714	-100%
FSUSD - Restaurant Resiliency	\$49,665	\$36,465	73%	\$13,200	-\$36,465	-73%
H&SS - Job Skills Plus Program	\$250,000	\$250,000	100%	\$0	-\$250,000	-100%
H&SS - Success Track	\$86,558	\$86,657	100%	\$0	-\$86,558	-100%
NorCal SBDC - Capital Improvement Program	\$31,338	\$25,100	80%	\$81,338	\$50,000	160%
NorCal SBDC - Small Business Administration	\$199,855	\$155,674	78%	\$180,000	-\$19,855	-10%
NorCal SBDC - Technical Assistance Program	\$60,972	\$63,920	105%	\$128,104	\$67,132	110%
SBDC Local Match	\$52,590	\$42,471	81%	\$54,800	\$2,210	4%
Other Government Revenue Total	\$4,860,716	\$3,409,826	70%	\$5,985,780	\$1,125,064	23%
<i>Other Revenue</i>						
Kaiser - Restaurant Resiliency	\$2,250	\$3,000	133%	\$0	-\$2,250	-100%
Napa Valley College	\$8,000	\$4,682	59%	\$3,645	-\$4,355	-54%
Program Income	\$10,000	\$7,179	72%	\$35,472	\$25,472	255%
Wells Fargo - Dream Incubator	\$50,000	\$33,735	67%	\$16,265	-\$33,735	-67%
Other Revenue Total	\$70,250	\$48,596	69%	\$55,382	-\$14,868	-21%
<i>Donations and Contributions</i>						
SBDC Donations and Sponsorships	\$9,953	\$1,800	18%	\$8,153	-\$1,800	-18%
Donations and Contributions Total	\$9,953	\$1,800	18%	\$8,153	-\$1,800	-18%
TOTAL REVENUE	\$8,517,365	\$6,357,710	\$2	\$10,116,431	\$1,599,066	19%

	BUDGET 2022-23 <i>Mod #2</i>	2022-23 Year End Projection <i>as of 4.30.23</i>	% Spent	BUDGET 2023- 24 <i>Projected</i>	\$ Increase / Decrease	% Increase / Decrease
EXPENSES:						
Salaries and Benefits	\$3,430,209	\$2,562,145	75%	\$3,409,964	-\$20,245	-1%
Personnel Expenses	\$3,430,209	\$2,562,145	75%	\$3,409,964	-\$20,245	-1%
Vocational Training	\$715,120	\$84,040	12%	\$1,105,966	\$390,846	55%
Work-Based Training	\$202,134	\$59,194	29%	\$150,000	-\$52,134	-26%
Supportive Services	\$28,590	\$19,111	67%	\$32,000	\$3,410	12%
Business Advisors	\$313,892	\$245,275	78%	\$412,181	\$98,289	31%
Small Business Grants / Payments	\$1,714,480	\$983,250	57%	\$1,607,016	-\$107,464	-6%
Outreach	\$98,037	\$9,578	10%	\$367,941	\$269,904	275%
Program Contracts	\$1,062,393	\$286,567	27%	\$2,027,571	\$965,178	91%
Direct Program Costs	\$4,134,645	\$1,687,014	41%	\$5,702,674	\$1,568,029	38%
Communications / IT	\$127,281	\$97,214	76%	\$96,756	-\$30,525	-24%
Employee / WDB Professional Development	\$15,868	\$8,052	51%	\$29,470	\$13,602	86%
Facilities	\$544,872	\$387,276	71%	\$538,512	-\$6,360	-1%
Memberships	\$17,140	\$13,621	79%	\$14,340	-\$2,800	-16%
Mileage / Travel	\$11,483	\$8,634	75%	\$14,296	\$2,813	24%
Supplies / Equipment / Software	\$121,057	\$54,866	45%	\$150,428	\$29,371	24%
Other Operating Costs	\$114,809	\$127,264	111%	\$131,927	\$17,118	15%
Other Costs	\$952,511	\$696,927	73%	\$975,729	\$23,218	2%
TOTAL EXPENSES	\$8,517,365	\$4,946,085	58%	\$10,088,367	\$1,571,003	18%

Revenue Over / (Under) Expenses

\$0

\$28,064

WDB SOLANO
FY2023-24 Projected Budget Detail

	TOTAL BUDGET	WIOA Adult	WIOA Dislocated Worker	WIOA Youth	WIOA Rapid Response	WIOA Layoff Aversion	CWDB CNA	CWDB RPI 5.0	City of Napa - Leaf Blower	SOLANO ARPA - Sustain Svcs	SOLANO ARPA - Community Workforce
REVENUE STREAMS:											
EDD Grants	\$4,067,117	\$1,125,407	\$1,246,527	\$1,251,175	\$146,715	\$49,046	\$119,185	\$129,062	\$81,000	\$ 368,800	\$1,399,707
Other Government Grants	\$5,985,780										
Other Revenue	\$55,382										
Donations and Contributions	\$9,953										
TOTAL REVENUE	\$10,118,231	\$1,125,407	\$1,246,527	\$1,251,175	\$146,715	\$49,046	\$119,185	\$129,062	\$81,000	\$368,800	\$1,399,707
EXPENSES:											
Salaries and Benefits	\$3,409,964	\$710,173	\$738,192	\$617,351	\$98,518	\$36,394	\$36,863	\$5,000	\$5,000	\$ 10,000	\$101,526
Personnel Expenses	\$3,409,964	\$710,173	\$738,192	\$617,351	\$98,518	\$36,394	\$36,863	\$5,000	\$5,000	\$10,000	\$101,526
Vocational Training	\$1,105,966	\$180,716	\$266,250	\$60,000	\$5,000					\$ 285,000	
Work-Based Training	\$150,000	\$25,000	\$25,000	\$50,000						\$ 50,000	
Supportive Services	\$32,000	\$9,000	\$9,000	\$6,000						\$ 8,000	
Business Advisors	\$412,181										
Small Business Grants / Payments	\$1,607,016	\$2,250	\$5,000	\$2,250	\$500	\$500			\$69,000		\$1,220,816
Outreach	\$367,941	\$12,500	\$12,500	\$337,017			\$80,810	\$107,000	\$3,000		\$60,000
Program Contracts	\$2,027,571	\$229,466	\$317,750	\$455,267	\$5,500	\$500	\$80,810	\$107,000	\$72,000	\$343,000	\$1,280,816
Direct Program Costs	\$5,702,674	\$229,466	\$317,750	\$455,267	\$5,500	\$500	\$80,810	\$107,000	\$72,000	\$343,000	\$1,280,816
Communications / IT	\$96,756	\$27,944	\$22,288	\$22,142	\$4,574	\$506					\$2,565
Employee / WDB Professional Dev	\$29,470	\$5,345	\$7,000	\$6,000				\$11,125			
Facilities	\$538,512	\$119,853	\$132,500	\$120,450	\$23,374	\$9,241				\$ 8,000	\$3,000
Memberships	\$14,340	\$1,700	\$1,700	\$1,700	\$8,000	\$240					
Mileage / Travel	\$14,296	\$3,000	\$3,000	\$3,000	\$150						
Supplies / Equipment / Software	\$150,428	\$9,097	\$9,097	\$9,269	\$3,565	\$1,000				\$ 2,800	\$900
Other Operating Costs	\$131,927	\$18,829	\$15,000	\$15,996	\$3,034	\$1,165	\$1,512	\$5,937	\$4,000	\$ 5,000	\$10,900
Other Costs	\$975,729	\$185,768	\$190,585	\$178,557	\$42,697	\$12,152	\$1,512	\$17,062	\$4,000	\$15,800	\$17,365
TOTAL EXPENSES	\$10,088,367	\$1,125,407	\$1,246,527	\$1,251,175	\$146,715	\$49,046	\$119,185	\$129,062	\$81,000	\$368,800	\$1,399,707
Revenue Over / (Under) Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

WDB SOLANO
FY2023-24 Projected Budget Detail

	TOTAL BUDGET	SOLANO ARPA - Industry Training	SOLANO ARPA - Community Engagement	SOLANO ARPA SBI - Small Biz TA	SOLANO ARPA SB2 - Biz Incubator	SOLANO ARPA SB3 - Svcs for Biz	CWDB - Prison to Employ 2.0	CWDB RERP	FSUSD Rest Res	SBDC CIP	SBDC SBA
REVENUE STREAMS:											
EDD Grants	\$4,067,117										
Other Government Grants	\$5,985,780	\$1,226,615	\$804,126	\$385,410	\$385,650	\$287,704	\$140,591	\$448,735	\$13,200	\$81,338	\$180,000
Other Revenue	\$55,382										
Donations and Contributions	\$9,953										
TOTAL REVENUE	\$10,118,231	\$1,226,615	\$804,126	\$385,410	\$385,650	\$287,704	\$140,591	\$448,735	\$13,200	\$81,338	\$180,000
EXPENSES:											
Salaries and Benefits	\$3,409,964	\$202,492	\$472,826	\$16,300	\$24,500	\$28,104	\$26,308	\$33,000	\$2,000	\$19,130	\$127,746
Personnel Expenses	\$3,409,964	\$202,492	\$472,826	\$16,300	\$24,500	\$28,104	\$26,308	\$33,000	\$2,000	\$19,130	\$127,746
Vocational Training	\$1,105,966	\$256,000						\$53,000			
Work-Based Training	\$150,000										
Supportive Services	\$32,000										
Business Advisors	\$412,181			\$189,960	\$49,300				\$11,200	\$62,208	\$20,000
Small Business Grants / Payments	\$1,607,016				\$306,000						
Outreach	\$367,941	\$350,000									
Program Contracts	\$2,027,571	\$400,000	\$168,000	\$165,000		\$223,000	\$107,509	\$354,235			
Direct Program Costs	\$5,702,674	\$1,006,000	\$168,000	\$354,960	\$355,300	\$223,000	\$107,509	\$407,235	\$11,200	\$62,208	\$20,000
Communications / IT	\$96,756	\$4,000	\$3,800	\$3,550	\$1,000	\$1,000					\$2,387
Employee / WDB Professional Dev	\$29,470										
Facilities	\$538,512	\$8,000	\$74,000	\$4,000	\$2,500	\$4,500		\$4,000			\$18,493
Memberships	\$14,340										\$1,000
Mileage / Travel	\$14,296										\$5,146
Supplies / Equipment / Software	\$150,428	\$2,000	\$84,000	\$2,000	\$700	\$24,000					\$2,000
Other Operating Costs	\$131,927	\$4,123	\$1,500	\$4,600	\$1,650	\$7,100	\$6,774	\$4,500			\$3,228
Other Costs	\$975,729	\$18,123	\$163,300	\$14,150	\$5,850	\$36,600	\$6,774	\$8,500	\$0	\$0	\$32,254
TOTAL EXPENSES	\$10,088,367	\$1,226,615	\$804,126	\$385,410	\$385,650	\$287,704	\$140,591	\$448,735	\$13,200	\$81,338	\$180,000
Revenue Over / (Under) Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

WDB SOLANO
FY2023-24 Projected Budget Detail

	TOTAL BUDGET	SBDC TAP	SBDC Local Match	SBDC Program Income	Wells Fargo - Dream Inc.
REVENUE STREAMS:					
EDD Grants	\$4,067,117				
Other Government Grants	\$5,985,780	\$128,104	\$54,800	\$35,472	\$16,265
Other Revenue	\$55,382		\$3,645		\$9,953
Donations and Contributions	\$9,953				
TOTAL REVENUE	\$10,118,231	\$128,104	\$54,800	\$35,472	\$16,265
EXPENSES:					
Salaries and Benefits	\$3,409,964	\$33,950	\$37,073	\$27,519	\$0
Personnel Expenses	\$3,409,964	\$33,950	\$37,073	\$27,519	\$0
Vocational Training	\$1,105,966				
Work-Based Training	\$150,000				
Supportive Services	\$32,000				
Business Advisors	\$412,181	\$90,713			\$10,000
Small Business Grants / Payments	\$1,607,016				
Outreach	\$367,941	\$3,441	\$1,000		\$6,265
Program Contracts	\$2,027,571				
Direct Program Costs	\$5,702,674	\$94,154	\$1,000	\$0	\$16,265
Communications / IT	\$96,756		\$1,000		
Employee / WDB Professional Dev	\$29,470				
Facilities	\$538,512		\$6,601		
Memberships	\$14,340				
Mileage / Travel	\$14,296				
Supplies / Equipment / Software	\$150,428				
Other Operating Costs	\$131,927		\$9,126	\$7,953	\$0
Other Costs	\$975,729	\$0	\$16,727	\$7,953	\$0
TOTAL EXPENSES	\$10,088,367	\$128,104	\$54,800	\$35,472	\$16,265
Revenue Over / (Under) Expenses	\$0	\$0	\$0	\$0	\$0

WDB SOLANO

FY2023-24 Projected Budget Detail

	Grant Terms	TOTAL AWARD	FY22-23 Year- Expended FY20-21	Preliminary End Projection	Ant Budgeted FY23-24	Ant Carryover FY24-25	Ant Carryover FY25-26
MULTI-YEAR REVENUE							
<i>Grant Revenue</i>							
<i>WIOA Adult</i>							
AA311039 Round 2	10.1.22 - 6.30.24	\$849,710		\$764,739	\$170,527		
AA411039 Round 1	7.1.23 - 6.30.25	\$190,141			\$190,141	\$ -	
AA411039 Round 2	10.1.23 - 6.30.25	\$849,710			\$764,739	\$84,971	
<i>Subtotal</i>		\$1,039,851	\$ -	\$764,739	\$1,125,407	\$84,971	\$0
<i>WIOA Dislocated Worker</i>							
AA311039 Round 2	10.1.22 - 6.30.24	\$853,557		\$726,201	\$326,961		
AA411039 Round 1	7.1.23 - 6.30.25	\$193,365			\$193,365	\$ -	
AA411039 Round 2	10.1.23 - 6.30.25	\$768,201			\$726,201	\$42,000	
<i>Subtotal</i>		\$961,566	\$0	\$726,201	\$1,246,527	\$42,000	\$0
<i>WIOA Youth</i>							
AA311039	4.1.22 - 6.30.24	\$1,018,898	\$21,176	\$808,560	\$451,175		
AA411039		\$1,018,898		\$21,176	\$800,000	\$197,722	
<i>Subtotal</i>		\$2,037,796	\$21,176	\$829,736	\$1,251,175	\$197,722	\$0
<i>WIOA Rapid Response</i>							
AA411039 Round 1	7.1.23 - 6.30.24	\$33,525			\$33,525		
AA411039 Round 2	10.1.23 - 6.30.24	\$113,190			\$113,190		
<i>Subtotal</i>		\$146,715	\$0	\$0	\$146,715	\$0	\$0
<i>WIOA Layoff Aversion</i>							
AA411039 Round 1	7.1.23 - 6.30.24	\$9,863			\$9,863		
AA411039 Round 2	10.1.23 - 6.30.24	\$39,183			\$39,183		
<i>Subtotal</i>		\$49,046	\$0	\$0	\$49,046	\$0	\$0
CWDB - CNA Upskilling Program	6.1.22 - 12.31.23	\$250,000	\$2,011	\$128,804	\$119,185		
CWDB - Regional Equity	12.1.22 - 9.30.25	\$1,150,000		\$43,601	\$448,735	\$423,765	\$233,899
CWDB - Regional Plan Implementation 5.0	1.1.23 - 6.30.24	\$131,250		\$2,188	\$129,062		
Grant Revenue Total		\$5,766,224	\$23,187	\$2,449,480	\$3,938,055	\$324,693	\$0
<i>Other Government Grants/Contracts</i>							
County of Solano - ARPA #1: Sustain Service Delivery	5.1.22 - 6.30.23	\$736,445	\$20,494	\$347,151	\$368,800		
County of Solano - ARPA #2: Community Workforce	9.1.22 - 9.30.24	\$2,000,000		\$282,293	\$1,399,707	\$318,000	
County of Solano - ARPA #3: Industry Training	9.1.22 - 9.30.24	\$1,898,000		\$337,111	\$1,226,615	\$334,274	
County of Solano - ARPA #4: Community Engagement	10.1.22 - 9.30.24	\$1,000,000		\$130,705	\$804,126	\$65,169	
County of Solano - ARPA Small Biz #1: Biz Advising	10.1.22 - 9.30.24	\$452,000		\$66,590	\$385,410	\$0	
County of Solano - ARPA Small Biz #2: Biz Incubator	10.1.22 - 9.30.24	\$607,000		\$221,350	\$385,650	\$0	
County of Solano - ARPA Small Biz #3: Biz Services	10.1.22 - 9.30.24	\$358,000		\$23,298	\$287,704	\$47,000	
CWDB - Prison to Employment 2.0	1.1.23 - 9.30.25	\$434,306		\$0	\$140,591	\$186,394	\$107,321
<i>NorCal SBDC - Capital Improvement Program</i>							
CIP FY 22-23	10.1.22 - 9.30.23	\$95,000		\$45,000	\$50,000		
CIP FY 23-24	10.1.23 - 9.30.24	\$95,000			\$31,338	\$63,662	
<i>Subtotal</i>		\$190,000	\$0	\$45,000	\$81,338	\$63,662	\$0
<i>NorCal SBDC - SBA</i>							
SBA 2023	1.1.23 - 12.31.23	\$180,000		\$101,796	\$78,204		
SBA 2024	1.1.24 - 12.31.24	\$180,000			\$101,796	\$78,204	
<i>Subtotal</i>		\$360,000	\$0	\$101,796	\$180,000	\$78,204	\$0
<i>NorCal SBDC - TA Expansion Program</i>							
TAP FY 22-23	10.1.22 - 9.30.23	\$130,000		\$65,948	\$64,052		
TAP FY 23-24	10.1.23 - 9.30.24	\$85,402			\$64,052	\$21,351	
<i>Subtotal</i>		\$215,402	\$0	\$65,948	\$128,104	\$21,351	\$0
Other Government Revenue Total		\$7,080,402	\$20,494	\$1,621,242	\$5,388,045	\$1,114,054	\$107,321
<i>Other Revenue</i>							
Kaiser - Restaurant Resiliency	1.1.22 - 10.31.22	\$20,000	\$17,750	\$2,250			
Napa Valley College	6.1.22 - 6.30.23	\$8,000		\$4,355	\$3,645		
WellsFargo - Dream Incubator		\$50,000		\$38,113	\$11,887		
Other Revenue Total		\$78,000	\$17,750	\$44,718	\$15,532	\$0	\$0



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT Approval for a 3 rd Year Contract Renewal with RDA Consulting, SPC, for Regional Organizer and Regional Training Coordinator Services Not to Exceed an Additional Contract Amount of \$84,941; Give President/Executive Director Authority to Finalize and Sign the Approved Contract, and Make Administrative Changes, as Needed	MEETING DATE May 19, 2023	AGENDA ITEM IX.C
FROM Heather Henry, President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A, B

RECOMMENDATION

Staff and the Planning & Oversight Committee are recommending the Board of Director's approve the third-year renewal contract with RDA Consulting, SPC for Regional Training and Regional Coordinator services. The total for the third year of the contract will not exceed an additional contract period amount of \$84,941. The cumulative total for the original contract, which began July 1, 2021, and its renewal will not exceed \$217,941. The renewal period will be July 1, 2023, through June 30, 2024.

It is also recommended that the Board authorize the President/Executive Director to sign this contract after it has been reviewed by County Counsel and ratified by the County Board of Supervisors. As required by the County of Solano's Procurement Policy and the Board's current Memorandum of Understanding with the County, since this contract amount will be above an annual amount of \$75,000, it must be reviewed and approved by the Board of Supervisors.

The format of the amendment (Attachment A) outlines the updates and/or changes to the contract only. The changes made reflect the new term of the agreement as well as the increased contract amount. All other terms and conditions of the original agreement and its amendments remain unchanged. The original contract's Scope of Work is included as Attachment B for reference.

This is the final contract renewal for RDA. Staff will release a new procurement solicitation for Regional Training and Regional Coordinator services prior to the expiration of the final renewal.

DISCUSSION

RFP Process

On May 19, 2021, staff published and distributed a Request for Proposal for a WIOA Regional Organizer and Regional Training Coordinator Services provider. The solicitation was issued on the WDB website, sent to local firms that provide these services, shared on the Solano County Public Purchasing site, and posted on the California Workforce Association site. Staff received two proposals by the June 7, 2021 deadline.

Based on the proposals submitted, evaluations, and scores, RDA proved to meet the WDB's specifications and needs as the 2021-22 WIOA Regional Organizer and Regional Training Coordinator Services contractor.

Services

In the first and current year of the contract, RDA has successfully met regional contract objectives. They have facilitated the North Bay region's workforce board directors' and partners' monthly meetings, maintained grant reporting requirements to the state for North Bay regional grants, and represented the North Bay workforce region at statewide meetings. To maintain and build the North Bay regions' initiative, additional services were added to the second year of their service agreement and negotiated into the third-year agreement with additional funding.

ALTERNATIVES

The Board could choose not to approve the third-year renewal to the contract and instead provide staff with direction to accomplish the tasks regionally. However, RDA has been successful in its work with NBEC partners and continues to strengthen partnerships and overall regional initiatives. Additionally, Solano WDB alone cannot make alternative plans; any new approach would need to be presented and endorsed on a regional basis by the NBEC Steering Committee.

AGENCY BUDGET IMPACT

The WDB's FY2023-24 budget includes the necessary funding to cover the cost of this contract renewal.

REPORT PREPARED BY

Heather Henry, President/Executive Director. Please contact Heather at 707-863-3501 if you have any questions regarding the information in this report.

**FOURTH AMENDMENT TO STANDARD CONTRACT
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY AND
RESOURCE DEVELOPMENT ASSOCIATES, INC.**

This Fourth Amendment ("Fourth Amendment") is entered into as of the first day of July 2023, between the WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY ("WDB") and RDA CONSULTING, SPC ("Contractor").

1. Recitals

- A. The parties entered into a contract dated July 1, 2021 (the "Contract"), in which Contractor provided the performance of Regional Organizer and Regional Training Coordinator services for the North Bay Employment Connection which included the WDB of Solano, Sonoma and the Joint Powers Agency representing Napa, Lake, Marin and Mendocino for the WDB through June 30, 2022. This contract was amended July 1, 2022 to extend services for one month, through July 31, 2022. A second amendment to the contract was entered into August 1, 2022 to extend the contract through June 30, 2023. A third amendment to the contract was entered into May 1, 2023 to augment the contract through June 30, 2023.
- B. WDB now needs to extend the Contract for services for twelve months, through June 30, 2024.
- C. This Fourth Amendment represents an increase of \$84,941 for services and a twelve-month extension of the Contract.
- D. The parties agree to amend the Contract as set forth below.

2. Service Agreement

A. Term of Agreement.

Section 2 has been deleted in its entirety and replaced with:

July 1, 2021 through June 30, 2024

B. Budget

Section 3 has been deleted in its entirety and replaced with:

The Maximum amount of this contract is \$217,941 (\$60,000 from the original contract; \$5,125 for the First Amendment; and \$54,875 for the Second Amendment; \$13,000 for the Third Amendment; and \$84,941 for the Fourth Amendment).

3. Scope of Work (Exhibit A)

A. Contractor Responsibilities

Section 2, item c and item d have been deleted in its entirety and replaced with:

c) Regional Organizer (RO) Services

- Coordination & Liaison with State: Fulfill state-defined RO function of enhancing collaboration of regional workforce leaders and implement the Regional Plans, support and maintain regional communication and governance structures, and coordinate with other initiatives to support regional goals; Serve as liaison to CWDB and EDD for regional initiatives and share information with local directors;
- CWDB Webinars: Attend regional organizer convenings including annual CWA Conference on behalf of NBEC and provide updates to the NBEC directors;
- Regional Organizer Convenings: Meet bi-monthly with East Bay Regional Organizer to share best practices.
- Monthly NBEC Meetings Coordination & Prep: Convene and coordinate monthly NBEC meetings including biannual in-person meetings; Conduct regular project management and communication

- with the NBEC fiscal agent and the NBEC directors at monthly meetings, share current progress on deliverables and budget, as well as raise any challenges and recommend potential solutions.
 - Quarterly Reporting: Complete regional quarterly reports and exhibits for the state, working with the designated regional fiscal agent for finances; Maintain fiscal and programmatic/outcomes tracking of NBEC regional grants to be shared at monthly NBEC meetings;
 - Work with regional partners, as needed, to facilitate attainment of regional outcomes;
- d) Grant Development & Coordination
- Support development and maintenance of regional sub-awards; and lead regional grant applications process.
- e) Ongoing Project Management & Communication
- Throughout this engagement, RDA will provide project management and remain in ongoing communication with NBEC. RDA will work closely with NBEC to ensure that progress is closely monitored, and its activities meet the needs of the RPU and the community it serves.

Position	Hourly Rates
CEO	\$300
COO	\$275
VP, Consulting Services	\$250
Associate Director	\$235
Consulting Manager	\$220
Senior Consultant	\$190
Consultant	\$165
Associate	\$140
Consulting Assistant	\$110
Subject Matter Expert	\$200

NOTE: Scope of work may be changed based on State requirements and priorities for the Regional Training Coordinator and Regional Organizer role.

4. Project Budget Summary (Exhibit B)

Exhibit B has been deleted in its entirety and replaced with:

DOCUMENTATION OF DELIVERY	DELIVERY PERIOD	FEE
Regional Organizer/ Regional Training Coordinator Services	July 1, 2021 –June 30, 2022	\$58,500
Travel	July 1, 2021 –June 30, 2022	\$1,500
Regional Organizer/ Regional Training Coordinator Services	July 1, 2022 –July 31, 2022	\$5,000
Travel	July 1, 2022 –July 31, 2022	\$125
Regional Organizer/ Regional Training Coordinator Services	August 1, 2022 –June 30, 2023	\$ 53,500
Travel	August 1, 2022 –June 30, 2023	\$1,375
Regional Organizer/ Regional Training Coordinator Services and Travel (additional services)	May 1, 2023 – June 30, 2023	\$13,000
Regional Organizer/ Regional Training Coordinator Services and Travel	July 1, 2023 – June 30, 2024	\$83,100
Travel: CWA Conference + Biannual In-person Meetings	July 1, 2023 – June 30, 2024	\$1,841
TOTAL		\$217,941

1. The above amounts are contingent upon acceptance of an appropriately working and usable system and shall be in compensation for all time and expenses incurred by the Contractor. The Contractor will not be reimbursed for any out of pocket costs.
 2. The Contractor shall submit monthly invoices detailing work performed as allowable in the Scope of Work (Exhibit A), number of hours, and amount payable to the WDB's Executive Director/President, or designee. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President, or designee, and the work performed has been accepted in writing by the WDB Executive Director/President, or designee.
 3. The Contractor shall provide any additional documentation as required by WDB at any time in order to substantiate Contractor claims for payment to an authorized WDB representative. WDB may elect to withhold payment for failure by Contractor to provide such documentation required by WDB.
 4. The Contractor may be asked to perform special tasks or projects separate from the Scope of Work or that require additional hours beyond the estimated 428 hours of work. Prior written approval by the WDB Executive Director/President, or designee, will be required if any services are performed by the Contractor that are not specified in Exhibit A – Scope of Work or that lead to additional hours beyond those budgeted.
 5. The maximum payment under the terms of this contract shall under no circumstances, exceed \$217,941 for the related expenses unless this contract is modified in accordance with Section XXVI in Exhibit C, "Changes and Amendments".
5. Special Terms and Conditions (Exhibit D)

Section 1 had been deleted in its entirety.

Except as set forth in this Fourth Amendment, all other terms and conditions specified in the Contract, as previously amended, remain in full force and effect.

Heather Henry, President/Executive Director
Workforce Development Board of Solano County

Amalia Freedman, CEO
RDA Consulting, SPC

APPROVED AS TO FORM

By _____
County Counsel

EXHIBIT A SCOPE OF WORK

A. CONTRACTOR RESPONSIBILITIES

1. AVAILABILITY TO PERFORM SERVICES

Contractor will:

- i. Provide and train qualified staff in order to plan for and administer the contracted services;
- ii. Provide sustainable services for the duration of contract, including performing the following Service Activities remotely when appropriate; and,
- iii. Provide services during scheduled days and/or hours as appropriate.

2. SERVICE ACTIVITIES

Contractor will provide WDB with comprehensive Consultant services for the North Bay Employment Connection (NBEC) partners, which includes the Solano WDB, Sonoma Workforce Investment Board, and the Workforce Alliance of the North Bay (covering Napa, Lake, Marin and Mendocino Counties).

Contractor will provide all scheduled work associated with this contract as described below:

a) Regional Partner Convening and Coordination

- Conduct launch activities, including but not limited to a regional kickoff meeting, interviews with individual NBEC directors, and document review;
- Convene and coordinate monthly NBEC meetings;
- Serve as the liaison with the California Workforce Development Board (CWDB), the Employment Development Department (EDD) and other state-identified technical assistance providers on regional activities;
- Attend regional events on behalf of, or with, NBEC directors;
- Oversee local grant efforts across the region for regional grants;
- Provide regular technical assistance to funded NBEC partners to review and support their progress towards regional outcomes;
- Complete grant exhibits and quarterly reports to the state for NBEC grants;
- Conduct regular project management and communication with the NBEC fiscal agent and the NBEC directors at monthly meetings, share current progress on deliverables and budget, as well as raise any challenges and recommend potential solutions.

b) Regional Training Coordinator (RTC) Duties

- Fulfill state defined RTC function of ensuring that workforce staff and regional workforce partners receive training and professional development opportunities to ensure regional plan goals are fulfilled;
- Represent NBEC on RTC monthly calls and RTC Convenings;

- Maintain tracking of NBEC trainings;
 - Work with local boards and partners to organize logistics for training(s), as needed;
 - Serve as liaison for the California Workforce Association (CWA) as needed in regards to regional training, to include monitoring the California Training Initiative (CTI) training list, working with CWA to develop training contracts as needed, and facilitate contract signatures;
 - Ensure regional trainings include state-required training evaluations, collect evaluations and submit to appropriate state organization and training provider;
 - Serve as contact for state entities in relation to regional trainings;
 - Provide summaries to local directors at monthly NBEC meetings of regional activities;
 - Complete RTC quarterly reports and exhibits for the state, as needed.
- c) Regional Organizer (RO) Services
- Fulfill state-defined RO function of enhancing collaboration of regional workforce leaders and implement the Regional Plans, support and maintain regional communication and governance structures, and coordinate with other initiatives to support regional goals;
 - Serve as liaison to CWDB and EDD for regional initiatives and share information with local directors;
 - Complete regional quarterly reports and exhibits for the state, working with the designated regional fiscal agent for finances;
 - Work with regional partners, as needed, to facilitate attainment of regional outcomes;
 - Maintain fiscal and programmatic/outcomes tracking of NBEC regional grants to be shared at monthly NBEC meetings;
 - Attend regional organizer convenings on behalf of NBEC and provide updates to the NBEC directors;
 - Support development and maintenance of regional sub-awards; and,
 - Lead regional grant applications process.

Position	Hourly Rates
CEO	\$250
Senior Director	\$225
Consulting Director	\$200
Consulting Manager	\$190
Senior Consultant	\$175
Consultant	\$150
Associate	\$125
Consulting Assistant	\$100
Subject Matter Expert	\$200

NOTE: Scope of work may be changed based on State requirements and priorities for the Regional Training Coordinator and Regional Organizer role.

B. ADMINISTRATION

1. Maintenance of Effort

Contractor assures that services provided and funds received under this Contract will not supplant existing services or funds allocated for the same purpose.

2. Successors

Should the Contractor sell or otherwise relinquish all or any portion of the ownership of the Contractor Corporation during the course of this Contract, any future owner(s) of the corporation will agree to be bound by the provisions stipulated herein for the length of the contract.

3. Time is of the Essence of this Contract

All services to be performed specified under this Contract, including training must be delivered on or before the ending of date of this Contract.



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY
AGENDA SUBMITTAL

SUBJECT Approval for a 2 nd Year Contract Renewal with First Place for Youth as the Workforce Innovation and Opportunity Act (WIOA) Youth Program Services Provider for an Amount not to Exceed \$176,495, Give President/Executive Director Authority to Finalize and Sign the Approved Contract, and Make Administrative Changes, as Needed	MEETING DATE May 19, 2023	AGENDA ITEM IX.D
FROM Heather Henry, President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A, B

RECOMMENDATION

Staff is recommending the Board of Directors review and approve the second-year renewal contract with First Place for Youth as the selected service provider for Workforce Innovation and Opportunity Act (WIOA) Youth Services. The total for the second year of the contract will not exceed an additional contract period amount of \$176,495. The cumulative total for the original contract beginning July 1, 2022, and this renewal will not exceed \$352,990. The renewal period will be from July 1, 2023, through June 30, 2024.

It is also recommended that the Board authorize the President/Executive Director to sign this contract after it has been reviewed by County Counsel and ratified by the County Board of Supervisors. As required by the County of Solano's Procurement Policy and the Board's current Memorandum of Understanding with the County, since this contract amount will be above an annual amount of \$75,000, it must be reviewed and approved by the Board of Supervisors.

The format of the amendment (Attachment A) outlines the updates and/or changes to the contract only. The changes made reflect the new term of the agreement as well as the increased contract amount. All other terms and conditions of the original agreement and its amendments remain unchanged. The original contract's Scope of Work is included as Attachment B for reference.

This contract may be extended in time, for up to one (1) additional year subject to satisfactory performance by the contractor, availability of funds, and Committee and/or Board action.

DISCUSSION

RFP Process

On March 4, 2022, the Workforce Development Board (WDB) of Solano County published and distributed the Career-In Focus Request for Proposal (RFP) to sixty-three (63) local community partners that provide youth focused employment services; as well as posted the RFP on Solano County's Public Purchasing website and the WDB website. On March 17, 2022, staff held a Bidders' Conference, which was attended by eight (8) local youth providers. The deadline for proposal submission was Friday, April 15th by 3:00 p.m.

Staff received four (4) proposals from Goodwill Industries of San Francisco Bay, First Place for Youth, VOICES Solano, and Vallejo Project. All proposals received a threshold review and met the minimum qualifications for Board Committee consideration. On May 3rd, the Youth RFP Ad Hoc Committee met to discuss each proposal and make a recommendation for a Youth Program Provider.

The reviewers selected First Place for Youth as the winning bidder based on quality of the proposal, strength of fiscal and administrative capacity, ability to utilize collaborative partnerships, and experience providing successful target population services on a similar scale.

Selected Sub-Recipient Summary

Staff and the Youth RFP Ad Hoc Committee recommend awarding up to \$185,000 in WIOA Youth funding for a twelve (12) month contract to operate from July 1, 2022, through June 30, 2022, and serve up to 25 out-of-school youth (OSY) participants. Based on the performance of the contractor, the WDB may renew/extend the contract for an additional year at an anticipated \$185,000, which is an estimate based upon annual WIOA Youth allocation and is subject to change.

The contractor proposed to enhance their existing education and employment programming by providing work experience and job placement in Solano County regional growth sectors through target (pre)apprenticeships, On-the-Training (OJT), and Occupational Skills Training (OST) for up to 25 current and former foster youth, ages 18-24. This will also include work-related guidance and coaching, support services to prepare for opportunities, removal of barriers, and support progression and completion of opportunities.

First Place for Youth's current scope of work consists of recruitment and outreach strategies to engage targeted youth, process for determining suitability for the program, assessment of barriers and barrier removal, career coaching, supportive services, work experience, and job placement. First Place for Youth offers four (4) of the 14 WIOA Youth Program Elements.

ALTERNATIVES

The Board could choose not to recommend renewal of the contract and instead provide staff with directions to issue another procurement for RFP for the Youth Program: Career-In Focus services. However, this would cause a significant impact and delay in providing OSY with these needed and required WIOA services.

AGENCY BUDGET IMPACT

The FY2023-24 budget includes the necessary funding to cover the cost of this contract.

REPORT PREPARED BY

Heather Henry, President/Executive Director. Please contact Heather at 707-863-3501 if you have any questions regarding the information in this report.

**SECOND AMENDMENT TO STANDARD CONTRACT
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY AND
FIRST PLACE FOR YOUTH**

This Second Amendment ("Second Amendment") is entered into as of the first day of July 2023, between the WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY ("WDB") and FIRST PLACE FOR YOUTH (Contractor").

1. Recitals

- A. The parties entered into a contract dated July 1, 2022 (the "Contract"), for one month, in which Contractor agreed to provide Workforce Innovation and Opportunity Act Youth Program Services for the WDB through July 31, 2022. The contract was amended August 1, 2022 to extend services for eleven months, through June 30, 2023.
- B. WDB now needs to extend the Contract for services for twelve months, through June 30, 2024.
- C. This Second Amendment represents an increase of \$176,495 for services and a twelve-month extension of the Contract.
- D. The parties agree to amend the Contract as set forth below.

2. Service Agreement

A. Term of Agreement.

Section 2 has been deleted in its entirety and replaced with:

July 1, 2022 through June 30, 2024

B. Budget

Section 3 has been deleted in its entirety and replaced with:

The Maximum amount of this contract is \$352,990 (\$16,667 from the original contract and \$159,828 for this First Amendment; and \$176,495 for the Second Amendment).

3. Scope of Work (Exhibit A)

Section I.A. "General Expectations of the Sub-Recipient", item 2 has been deleted and replaced with:

- 2. Provide year-round services meeting The Workforce Innovation and Opportunity Act (WIOA) Youth requirements and regulations, per federal, state, and local guidance.

Section I.B "Service Activities" description has been deleted replaced with:

Sub-recipient will provide the service activities as defined in the categories listed below to accomplish the goal of the WIOA Youth program.

Section I.B, item 2 has been deleted and replaced with:

- 2. **Eligibility Determination and an Objective Assessment** –Sub-recipient shall be responsible for eligibility determination for WIOA services for First Place for Youth enrolled participants. This includes ensuring that all participants meet WIOA out-of-school youth eligibility requirements and conducting an objective assessment per WIOA policies and WDB guidance.

Section II.I “Outcomes” has been modified as follows:

I. OUTCOMES

Sub-recipient will provide twenty-five (25) participants (which may include carry-over numbers from FY2022-23) with the essential skills, abilities, and knowledge necessary to effectively improve their opportunities for success in the following areas:

- a. Goal achievement documented in participants’ ISS;
- b. Provision of appropriate supportive services, as needed, to accomplish documented goals;
- c. Work Experiences appropriate to participants’ career interests for skill development and enhanced employment opportunities;
- d. Participation in any of the 14 WIOA Program Elements as appropriate and identified in their ISS.

Measure	Goal
Number Enrolled	25
Work Experience Placements	20
Placed in Employment	18
Median Earning	\$17.00

If actual performance deviates more than 15% from the agreed upon performance measures, the Sub-recipient may be requested to submit a Corrective Action Plan to outline the steps that will be taken to correct performance. If performance is consistently below 85% of expected outcomes, the contract may be at risk of termination.

4. Project Budget Summary (Exhibit B)

Exhibit B has been deleted in its entirety and replaced with:

BUDGET SUMMARY (Cost Categories)	PROGRAM	WORK EXPERIENCE ("WEX")	DELIVERY PERIOD	TOTAL
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PERSONNEL (Includes Salary + Benefits)				
Job Developer/Workforce Liaison	\$ 0	\$ 5,000	July 1, 2022 – July 31, 2022	\$ 5,000
Program Management	5,000	0	July 1, 2022 – July 31, 2022	5,000
Benefits	1,000	1,000	July 1, 2022 – July 31, 2022	2,000
SUBTOTAL PERSONNEL:	\$ 6,000	\$ 6,000		\$ 12,000

YOUTH PARTICIPANT COSTS				
Participant Wages	\$ 0	\$ 0	July 1, 2022 – July 31, 2022	\$ 0
Supportive Services	1,000	0	July 1, 2022 – July 31, 2022	1,000
Stipends	0	0	July 1, 2022 – July 31, 2022	0
Youth Incentives	500	0	July 1, 2022 – July 31, 2022	500
SUBTOTAL YOUTH PARTICIPANT COSTS:	\$ 1,500	\$ 0		\$ 1,500

OPERATING COSTS				
Staff Mileage	\$ 500	\$ 0	July 1, 2022 – July 31, 2022	\$ 500
Facilities	1,000	0	July 1, 2022 – July 31, 2022	1,000
De minimus Admin Rate (10%):	1,667	0	July 1, 2022 – July 31, 2022	1,667
SUBTOTAL OPERATING COSTS:	\$ 3,167	\$ 0		\$ 3,167

PERSONNEL <i>(Includes Salary + Benefits)</i>				
Job Developer/Workforce Liaison	\$ 0	\$ 22,930	August 1, 2022 – June 30, 2023	\$ 22,930
Program Management	8,650	0	August 1, 2022 – June 30, 2023	8,650
Benefits	2,140	5,424	August 1, 2022 – June 30, 2023	7,564
SUBTOTAL PERSONNEL:	\$ 10,790	\$28,354		\$ 39,144

YOUTH PARTICIPANT COSTS				
Participant Wages	\$ 0	\$ 83,700	August 1, 2022 – June 30, 2023	\$ 83,700
Supportive Services	8,375	0	August 1, 2022 – June 30, 2023	8,375
Stipends	0	4,438	August 1, 2022 – June 30, 2023	4,438
Youth Incentives	2,500	1,250	August 1, 2022 – June 30, 2023	3,750
SUBTOTAL YOUTH PARTICIPANT COSTS:	\$ 10,875	\$ 89,388		\$ 100,263

OPERATING COSTS				
Staff Mileage	\$ 1,000	\$ 0	August 1, 2022 – June 30, 2023	\$ 1,000
Facilities	5,043	0	August 1, 2022 – June 30, 2023	5,043
De minimus Admin Rate (10%):	14,378	0	August 1, 2022 – June 30, 2023	14,378
SUBTOTAL OPERATING COSTS:	\$ 20,421	\$ 0		\$ 20,421

PERSONNEL <i>(Includes Salary + Benefits)</i>				
Job Developer/Workforce Liaison	\$ 0	\$ 27,930	July 1, 2023 – June 30, 2024	\$ 27,930
Program Management	13,650	0	July 1, 2023 – June 30, 2024	13,650
Benefits	3,140	6,424	July 1, 2023 – June 30, 2024	9,564
SUBTOTAL PERSONNEL:	\$ 16,790	\$34,354		\$ 51,144

YOUTH PARTICIPANT COSTS				
Participant Wages	\$ 0	\$ 83,700	July 1, 2023 – June 30, 2024	\$ 83,700
Supportive Services	9,375	0	July 1, 2023 – June 30, 2024	9,375
Stipends	0	4,438	July 1, 2023 – June 30, 2024	4,438
Youth Incentives	3,000	1,250	July 1, 2023 – June 30, 2024	4,250
SUBTOTAL YOUTH PARTICIPANT COSTS:	12,375	\$ 89,388		\$ 101,763

OPERATING COSTS				
Staff Mileage	\$ 1,500	\$ 0	July 1, 2023 – June 30, 2024	\$ 1,500
Facilities	6,043	0	July 1, 2023 – June 30, 2024	6,043
De minimus Admin Rate (10%):	16,045	0	July 1, 2023 – June 30, 2024	16,045
SUBTOTAL OPERATING COSTS:	\$ 23,588	\$ 0		\$ 23,588

AMENDED CONTRACT TOTALS:	\$ 52,753	\$ 123,742		\$ 176,495
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CONTRACT TOTALS:	\$ 105,506	\$ 247,484		\$ 352,990
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1. Funding is based on a cost-reimbursable model. The above amounts are contingent upon acceptance of an appropriately working and usable system and shall be in compensation for all time and expenses incurred by the Sub-recipient. The Sub-recipient will not be reimbursed for any out-of-pocket costs.
2. This Contract amount is based upon annual WIOA Youth allocations and is subject to change. The WDB reserves the right to reallocate funds within this budget based on program needs. The availability and allocation of funds is determined by the WDB.
3. Sub-recipient must request approval for transfers between budget line items, which are set forth in Exhibit B (Budget Summary) when the cumulative amount of such transfers exceed 10% of the budget cost category total amount. Requests for transfers between budget line items must be presented to the WDB on the WDB's "Budget Modification Request Form". Budget line-item transfers that exceed 10% of the budget cost category total amount may be made only upon prior written approval of WDB, which approval may be withheld in the sole and absolute discretion of WDB. WDB may authorize the addition of budget line items for transfers under this section, provided that the line item added does not substantially change the scope of services to be provided under this Contract and does not increase the contract amount.
4. The Contractor shall gain approval from the WDB on the participant wages structure and payment in writing before participants receive Work Experience-related wages.
5. The WDB agrees to pay the Sub-recipient for services upon the presentation of an appropriate invoice and documents supporting the following deliverables as defined in the Scope of Work to be performed. The Sub-recipient shall submit monthly invoices detailing work performed for each deliverable detailed in the Scope of Work (Exhibit A) and amount payable to the WDB's Executive Director/President, or designee. Monthly invoices for payment should be submitted to the WDB by the 15th day of the subsequent month. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President or designee, and the deliverables described in Exhibit A, Scope of Work have been accepted in writing by the Executive Director/President or his/her designee.
6. The Sub-recipient shall provide any additional documentation as required by WDB at any time in order to substantiate Sub-recipient's claims for payment. WDB may elect to withhold payment for failure by Sub-recipient to provide such documentation required by WDB.
7. The maximum payment under the terms of this contract shall under no circumstances, exceed **\$352,990** for the related expenses unless this contract is modified in accordance with Section XXVI in Exhibit C, "Changes and Amendments".

Except as set forth in this Second Amendment, all other terms and conditions specified in the Contract, as previously amended, remain in full force and effect.

Heather Henry, President/Executive Director
Workforce Development Board of Solano County

Emily Jensen, Chief Impact and People Officer
First Place for Youth

APPROVED AS TO FORM

By _____
County Counsel

EXHIBIT A SCOPE OF WORK

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE SUB-RECIPIENT

1. Provide an engaging, valuable service to targeted Solano County out-of-school youth.
2. Start-up year-round services meeting WIOA Youth requirements and regulations, per federal, state, and local guidance.
3. Utilize creative methods in developing youth and young adults in our community into strong leaders.
4. Leverage resources and collaborative partnerships and provide cross-services that will result in a decrease in the cost of services.
5. Document and communicate youth progress in a reliable, professional and responsible manner.

B. SERVICE ACTIVITIES

Sub-recipient will conduct start-up activities to provide the service activities as defined in the categories listed below to accomplish the goal of the WIOA Youth program.

1. ***Outreach and Recruitment*** – Sub-recipient shall conduct activities to attract, inform and prepare eligible youth to participate in the program services offered through the contract. Activities shall include:
 - a. Orientation, individually or as a group;
 - b. Standards for successful completion of the program;
 - c. Rules and appropriate conduct while engaged in the program;
 - d. Procedures for presenting grievances and complaints; and
 - e. Other relevant information applicable to participants.

The Sub-recipient will provide outreach and recruitment for the WIOA Out of School Youth who are in foster care or who have aged out of the foster care system for enrollment into First Place for Youth's programs.

2. ***Eligibility Determination and an Objective Assessment*** –Sub-recipient shall be responsible for eligibility determination for WIOA services for First Place for Youth enrolled participants. This includes ensuring that all participants meet WIOA out-of-school youth eligibility requirements and conducting an objective assessment per WIOA policies and WDB guidance.

WDB staff shall provide eligibility technical assistance during the first year of the Contract, or until both parties agree to transfer sole responsibility for eligibility determination to the Sub-recipient. Thereafter, the Sub-recipient shall be solely responsible for eligibility determination.

3. ***Assessment and Addressing of Barriers*** – Sub-recipient shall conduct assessment for First Place for Youth enrolled participants to determine academic levels, skill levels, and service needs, which includes a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs, and development needs. Academic assessments approved by the California Employment Development Department will be used to determine academic levels for each

participant. Supportive services will be used, where appropriate, to reduce barriers to educational and employment goals.

4. **Individual Service Strategy (ISS)** – Sub-recipient shall provide Individual Service Strategy (ISS) development to identify appropriate services for each First Place for Youth enrolled participant. Sub-recipient shall make the 14 WIOA Program Elements available to participants in accordance with their ISS. WIOA youth incentives will be provided and documented for reaching programmatic milestones per WDB and WIOA policies. The ISS will be reviewed periodically with the participant.
5. **Career Coaching Services** – Sub-recipient will provide career coaching and case management that focuses on building employability skills to prepare youth for work experience, occupational training, and educational opportunities for First Place for Youth enrolled participants

Services include:

- Job Readiness Skills Training
 - Post-Secondary Education Skill Development
 - Wrap-around support through case management
6. **Work Experience/Work-Based Learning Experience** – Sub-recipient will provide First Place for Youth enrolled participants with planned, structured learning experiences that take place in a workplace for a limited amount of time and may be paid or unpaid, and may be in the private, non-profit, or public sectors. Work experiences must follow WIOA parameters and will include a minimum of 100 hours.

The Sub-Recipient will provide occupational learning opportunities through work experience to include, but not limited to, the following:

- Job Shadowing opportunities
- Employability skills / job readiness training to prepare youth for a work experience
- Orientation sessions for participants and/or employers
- Pre-apprenticeship programs that meet WIOA requirements
- Paid or unpaid work experience / internships
- On-the-Job Training (OJT) opportunities

The Sub-recipient will develop worksite agreements with employers that describe each specific work assignment and clearly outline the expectations of the Sub-recipient, employer, and participant. The Sub-recipient will be responsible for completing and obtaining signatures on a WDB-approved worksite agreement. A signed copy of the agreement will be on file at the Sub-recipient site with a copy placed in the client's file available to the WDB upon request. The Sub-recipient must also ensure that all WIOA requirements for worksite agreements are met.

7. **Job Placement / Post-Secondary Education Enrollment Services** – Sub-recipient will offer job placement supports to First Place for Youth enrolled participants either individually or in a group setting to include job leads, preparation for applications and interviews, and follow-up retention services per WIOA guidelines.

8. ***Case Management via CalJOBS*** – Sub-recipient shall enter case notes, appropriate youth service codes, and outcomes data into the state CalJOBS system as they occur for First Place for Youth enrolled participants. All services being offered and identified in the participant’s ISS will be entered into CalJOBS and reviewed by WDB staff on a regular basis.
9. ***14 WIOA Program Elements*** – The 14 Elements provides WIOA’s vision for supporting youth and young adults through an integrated service delivery system. Sub-recipients, in partnership with the WDB, must ensure that all First Place for youth enrolled participants have access to the 14 elements, through direct provision or referral, as needed and per their ISS. The elements include:
 - Tutoring, Study Skills Training, Instruction, and Dropout Prevention
 - Alternative Secondary School and Dropout Recovery Services
 - Paid and Unpaid Work Experience is a structured learning experience in a workplace and provides opportunities for career exploration and skill development
 - Occupational Skills Training is an organized program of study that provides specific skills and leads to proficiency in an occupational field
 - Education Offered Concurrently with Workforce Preparation is an integrated education and training model combining workforce preparation, basic academic skills, and occupational skills
 - Leadership Development Opportunities encourage responsibility, confidence, employability, self-determination, and other positive social behaviors
 - Supportive Services enable an individual to participate in WIOA activities
 - Adult Mentoring is a formal relationship between a youth and an adult mentor with structured activities where the mentor offers guidance, support, and encouragement
 - Follow-up Services are provided following program exit to help ensure youth succeed in employment or education
 - Comprehensive Guidance and Counseling provides individualized counseling to participants, including drug/alcohol and mental health counseling
 - Financial Literacy Education provides youth with the knowledge and skills they need to achieve long-term financial stability
 - Entrepreneurial Skills Training provides the basics of starting and operating a small business and develops entrepreneurial skills
 - Services that Provide Labor Market Information offer employment and labor market information about in-demand industry sectors or occupations
 - Postsecondary Preparation and Transition Activities help youth prepare for and transition to postsecondary education and training

II. SUB-RECIPIENT RESPONSIBILITIES

A. AVAILABILITY TO PERFORM SERVICES

1. Sub-recipient will:
 - a. Provide and train qualified staff to plan and administer the contracted services, who have passed a background check per WIOA requirements;
 - b. Provide program sustainability for duration of the Contract;
 - c. Provide services during scheduled business days and/or hours appropriate to program participants' needs;
 - d. Provide a regular location in Fairfield where services can be reliably provided for program participants, with program efforts in Fairfield, Suisun, Vacaville, and Vallejo;
 - e. Participate in system-wide training and staff development opportunities provided by the WDB;
 - f. Guarantee that all program services provided are readily accessible to eligible individuals and meet Americans with Disabilities Act (ADA) requirements;
 - g. Enter participant data into the state CalJOBS system and maintain a hard copy file as appropriate; and
 - h. Provide services that adhere to all applicable policies and procedures promulgated by the WDB, the State of California, and the Department of Labor relating to sub-recipient's duties and responsibilities pursuant to the terms and conditions of this contract.

B. HOURS OF OPERATIONS

Sub-recipient shall offer its services on a provided schedule from Monday through Friday, or based on the need and availability of the WIOA youth participants. Services offered will be available throughout the year, without break during the holiday and summer periods.

C. SUB-RECIPIENT'S RESOURCES

Sub-recipient will implement and coordinate WDB Youth Program services at its site(s) and shall provide all necessary instructions, supervision, and supplies for program activities and will complete individual participant evaluations. Sub-recipient shall maintain sufficient resources, including computer technology, to deliver the services and perform necessary administrative functions throughout the term of this contract.

D. LOCATION OF SERVICES

Sub-recipient will locate the facilities within the county, where employment services activities take place within a quarter mile of a bus route providing regularly scheduled service during the hours of operation, and provide adequate, accessible free parking spaces for client use as needed. In addition, such facilities will meet accessibility standards under the Americans with Disabilities Act (ADA) and WIOA Section 188 requirements.

Sub-recipient will provide equal access for individuals with disabilities for all public areas, including reception areas, waiting rooms, interview booths, public restrooms, and public drinking fountains. These areas will be clearly marked with adequate signage related to accessibility of space and programs.

E. CONFIDENTIALITY

All correspondence, communication and reporting mechanisms will adhere to WDB policies to safeguard the client's confidentiality, including locked cabinet or desk storage. No information that would personally identify the individual may be included in email correspondence.

F. COMMUNICATION AND MATERIALS

The Sub-recipient will maintain regular communication with WDB staff. As part of this communication, the Sub-recipient must inform the WDB of any special events under the WDB/WIOA umbrella of services prior to implementation and provide copies of outreach documents. The Sub-recipient will attend monthly WDB/One-Stop Operator meetings to leverage the capabilities of other AJCC partners to provide comprehensive system support for participants.

Any documents connected with the contract and that use Sub-recipient funds from the WDB must include the WDB name as the overarching brand for WIOA services in Solano County. In addition, appropriate accessibility and accommodations, as well as Steven's Amendment acknowledgement language, must be included on any collateral used.

Official WIOA forms utilized by the Sub-recipient must be shared and approved in writing by WDB.

G. DOCUMENTATION AND RECORDS

The Sub-recipient must maintain WIOA documentation as mandated by federal, state, and local guidelines. Documentation includes both copies of documentation of eligibility, activities, and outcomes either in hard copy or digital form, as well as data entry of enrollment, services, and outcomes in the CalJOBS system. At the minimum, each case file shall include documentation of each of the following: all eligibility and data validation items; assessments; the ISS; progress reports; case notes; outcomes information and verification. All documentation will be clearly identifiable and readily accessible.

The WDB shall have full and free access to such documents and records at all times during normal business hours, including the right to inspect, copy, audit, and make records from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the WDB shall have access to such records in the event any audit is required.

All reports, records, documents, and other materials prepared by the Sub-recipient in the performance of this contract shall be the property of the WDB and shall be delivered upon request of the WDB or upon the termination of this contract. Sub-recipient shall have no claim for further employment or additional compensation as a result of the exercise by the WDB of its full rights of ownership of the documents and materials hereunder. Sub-recipient may retain copies of such documents for its own use and shall have an unrestricted right to use the concepts embodied therein.

H. REPORTING REQUIREMENTS

Sub-recipient must be aware of any changes occurring during the period of a participant's enrollment and must report program activity entries, completions, placements and/or other terminations as soon as they occur and appropriately document them. Sub-recipient shall

report via CalJOBS system and in participant files any documentation and information relating to participant's enrollments, activities, and outcomes.

The Sub-recipient must submit monthly performance report containing quantitative outcomes in a format co-designed with the WDB. In addition, Sub-recipient shall submit a summary that includes highlights of activities for the month, any success stories, and any challenges or technical assistance needed.

III. WDB RESPONSIBILITIES

The WDB staff will be responsible for the following:

1. Support outreach and recruitment of targeted youth through AJCC and WDB efforts;
2. Provide access to vocational training funds for participants through collaborative case management as needed;
3. Provide labor market information and county industry profiles as requested;
4. Provide technical assistance to sub-recipient staff in the areas of WIOA compliance, CalJOBS data entry and WIOA performance measures;
5. Inform sub-recipient of Federal, State, and local policies and procedures that may impact the operations of the program, and give assistance as needed to implement them accordingly;
6. Ensure compliance with all rules, regulations, and policies issued under WIOA;
7. Process payments for services; and
8. Include sub-recipient staff in appropriate ongoing professional development and training.

The roles and responsibilities of the WDB and sub-recipient may be refined and changed due to changes in Federal, State or Local law, regulations, or policies relating to WIOA Youth implementation.



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT Approval for a Contract with the Student Conservation Association, Inc. for Climate Transition Summer Youth Work Experience for an Amount Not to Exceed \$127,745.55, funded by the American Rescue Plan Act; Give President/Executive Director Authority to Finalize and Sign the Approved Contract, and Make Administrative Changes, as Needed	MEETING DATE May 19, 2023	AGENDA ITEM IX.E
FROM Heather Henry, President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A

RECOMMENDATION

Staff and the Planning & Oversight Committee is recommending the Board of Directors review and approve the contract with Student Conservation Association (SCA) to provide Climate Transition Youth Work Experience services for the period of June 1, 2023, through August 31, 2023, not to exceed \$127,745.55. This contract will be funded under the American Rescue Plan Act (ARPA).

It is also recommended that the Board authorize the President/Executive Director to finalize and sign the contract after it has been reviewed by County Counsel and approved as to form, and make administrative changes, as needed. As required by the County of Solano's Procurement Policy and the Board's current Memorandum of Understanding with the County, since this contract amount will be below an annual amount of \$75,000, it may be reviewed and approved by the Solano County Administrator.

As part of this agenda item, Attachment A includes the Cover Page, Scope of Work (Exhibit A), and Budget (Exhibit B). The contract General Terms and Conditions (Exhibit C) and ARPA Special Terms and Conditions (Exhibit D) remain the standard exhibits and therefore are not included in the attachment.

BACKGROUND

On April 3, 2023, the Workforce Development Board (WDB) of Solano County published and distributed the Climate Transition Summer Youth Work Experience Program Request for Quotes (RFQ) to local and regional organizations that provide work experience programs; as well as posted the RFQ on the WDB website. The deadline for proposal submissions was April 14, 2023.

Staff received one proposal, from the Student Conservation Association. On April 19, 2023, staff met to discuss the proposal and make a recommendation for a Work Experience Provider. Based on the WDB's Procurement Policy, in compliance with Federal, state, and local guidelines this procurement is deemed a failed procurement as it did not secure a minimum of two responsive offers. A sole source recommendation was presented to, and approved by, the Executive Director.

Staff conducted a threshold review of the proposal submitted by Student Conservation Association and determined the proposal met the minimum qualifications for contract consideration. Staff completed evaluation of Student Conservation Association's proposal.

Below are the scores and average rating score:

Agency	Total Points Possible	Rater 1 Scores	Rater 2 Scores	Rater 3 Scores	Average Score
SCA	100	93	90	91	91.3

Based on the proposal submitted, evaluation, and score Student Conservation Association has proven to meet the WDB's specifications and needs described in the RFQ.

ALTERNATIVES

While not recommended, the Board could direct staff to re-issue a new Request for Quote for a climate transition summer youth work experience provider to see if a larger number of quotes would be submitted. However, the services provided by the selected vendor met staff's expectations. Direction to re-issue procurement would also lead to delays in providing a climate transition work experience for summer 2023.

AGENCY BUDGET IMPACT

The WDB's FY2022-23 and FY2023-24 budget will include the necessary funding to cover the cost of this contract through American Rescue Plan Act (ARPA) industry-based job training funding.

REPORT PREPARED BY

Heather Henry, President/Executive Director. Please contact Heather Henry at 707-863-3501 if you have any questions regarding the information outlined in this report.

SERVICE AGREEMENT CONTRACT



WORKFORCE DEVELOPMENT BOARD

OF SOLANO COUNTY

For WDB Use Only
Contract No.
PY-22-029

1. This Contract is entered into between the Workforce Development Board (WDB) of Solano County and The Student Conservation Association Inc. ("Contractor") for American Recovery Plan Act (ARPA) Climate Transition Youth Work Experience Services
2. The term of this Contract is: June 1, 2023 through August 31, 2023
3. The Maximum amount of this contract is: \$127,745.55

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions
- Exhibit D – ARPA Special Terms and Conditions

APPROVED FOR THE WORKFORCE DEVELOPMENT BOARD (WDB)

BY: _____
(Signature, WDB's Duly Authorized Representative)

NAME: Heather Henry

TITLE: President/Executive Director

DATE: _____

ADDRESS:

500 Chadbourne Rd, Suite A
Fairfield, CA 94534
(707) 864-3501

APPROVED BY THE STUDENT CONSERVATION ASSOCIATION, INC. (SCA)

BY: _____
(Signature, SCA's Duly Authorized Representative)

NAME: Barbara Gonzalez-McIntosh

TITLE: Chief Counsel

DATE: _____

ADDRESS:

1310 N. Courthouse Road, Suite 110
Arlington, VA 22201
(571) 895-1850

Approved as to Form: _____

Solano County Counsel

EXHIBIT A SCOPE OF WORK

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE CONTRACTOR

1. Provide an engaging summer work experience to targeted Solano County young adults;
2. Follow American Rescue Plan Act (ARPA) and Workforce Development Board (WDB) of Solano County’s programmatic and administrative guidelines.
3. Leverage community resources and collaborative community partnerships to support young adults enrolled in services.
4. Document and communicate project progress in a reliable, professional, and responsible manner.

B. SERVICE ACTIVITIES

Contractor will provide the service activities as outlined below to accomplish the goal of the ARPA Climate Transition Summer Youth Work Experience Program:

1. ***Work Experience Supervision*** – Deliver a five-week work experience for 10 high school aged youth performing duties at various work sites in Solano County with a focus on climate transition. Participants will be supervised at work sites from Monday to Thursday from 9:00am to 4:00pm, with a one-hour lunch from 12:00pm to 1:00pm. On Fridays, youth will attend workshops from 9:00am to 1:00pm for a total 28 hours per week.

The duration of the work experience will be five weeks starting and ending on a mutually agreed upon date, anticipated to be June 26, 2023 – July 30, 2023.

Supervision of ten (10) youth will be conducted by two (2) Contractor-selected supervisors.

2. ***Employer of Record Services*** – Contractor will serve as the employer of record for up to ten (10) youth participants for five (5) weeks with wages of \$17.10 per hour. Employer of record services will include HR onboarding of employees, management of mandated fringe benefits, workers’ compensation, and tracking and implementation of applicable California HR timelines and regulations.
3. ***Safety and Equipment Training*** – Contractor will provide training to participants prior to related worksite activities on the use of tools and personal protective equipment. Contractor will provide on-site risk management to help reduce, train, and respond to safety issues in the field.
4. ***Work-Site and Workshop Assistance*** – Contractor will partner with the WDB to select worksites, deliver workshops highlighting climate transition careers, vocational development, and connection to community.
5. ***Barrier Reduction Services*** – Contractor will provide transportation for participants to and from the selected worksites and workshop locations to reduce the barrier of transportation. Contract will provide tools, appropriate apparel, and safety equipment for working in all-weather outdoor conditions.
6. Contractor will support collection of registration, completion, credential, and other performance data documentation per agreed-upon guidelines.

II. CONTRACTOR RESPONSIBILITIES

A. AVAILABILITY TO PERFORM SERVICES

1. Contractor will:

- a. Deliver program services in accordance with the negotiated scope of work and budget;
- b. Provide and train qualified staff to plan and administer the contracted services;
- c. Provide program sustainability for duration of the Contract;
- d. Provides services during business days and/or hours appropriate to program participants' needs;
- e. Provide internal monitoring and oversight of program activities and requirements;
- f. Guarantee that all program services provided are readily accessible to eligible individuals and meet Americans with Disabilities Act (ADA) and Equal Opportunity requirements; and
- g. Provide services that adhere to all applicable policies and procedures promulgated by the WDB, the County of Solano, and the Department of Treasury relating to contractor duties and responsibilities pursuant to the terms and conditions of this Contract.

B. HOURS OF OPERATIONS

Contractor shall offer its services on a provided schedule from Monday through Friday or based on the need and availability of the targeted population to be served.

C. CONTRACTOR'S RESOURCES

Contractor will implement and coordinate services and provide all necessary instructions, supervision, and supplies for program activities. Contractor shall maintain sufficient resources, including computer technology, to deliver the services and perform necessary administrative functions throughout the term of this contract.

D. CONFIDENTIALITY

All correspondence, communication and reporting mechanisms will adhere to WDB policies to safeguard the client's confidentiality. No information that would personally identify the individual may be included in email correspondence. See *WDB 2018-01 Use and Confidentiality of Participant Personally Identifiable Information (PII) Policy* for further details.

E. COMMUNICATION AND MATERIALS

The Contractor will maintain regular communication with WDB staff. As part of this communication, the Contractor must inform the WDB of any special events under the ARPA umbrella of services prior to implementation.

Any documents connected with the contract and that use Contractor funds from the WDB must include the logo of the County of Solano, as well as the statement "Made possible by the funding from the County of Solano." Appropriate documents include websites, news releases, brochures, newsletters, flyers, advertisements, public service announcements, posters, and any other public communication items. In addition, appropriate accessibility and accommodation information must be included in printed and digital collateral materials.

F. DOCUMENTATION AND RECORDS

The WDB and County of Solano shall have full and free access to any project documents and records at all times during normal business hours, including the right to inspect, copy, audit, and

make records from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the WDB and the County of Solano shall have access to such records in the event an audit is required.

All reports, records, documents, and other materials prepared by the Contractor in the performance of this contract shall be the property of the WDB and shall be delivered upon request of the WDB. Contractor shall have no claim for further employment or additional compensation as a result of the exercise by the WDB of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use and shall have an unrestricted right to use the concepts embodied therein.

G. REPORTING REQUIREMENTS

Contractor shall work with the WDB to support any participant or project reporting requirements for services provided to participants as part of this Contract. All services being offered to participants will be entered into CalJOBS and reviewed by WDB staff on a regular basis. The Contractor will provide project updates and reports in a format and timeline mutually agreed upon by the WDB and Contractor.

H. OUTCOMES

Contractor will provide work experience services for up to 10 clients over the course of the contract from June 1, 2023 – August 31, 2023.

III. WDB RESPONSIBILITIES

The WDB staff will be responsible for the following:

1. Provide project enrollment, case management, data entry, documentation maintenance, and outcome tracking for participants entering project activities;
2. Evaluate and monitor the management and operations of all programs funded by the WDB, including:
 - Annual ADA, equal opportunity, and accessibility compliance reviews;
 - Periodic review of accurate expenditures against cost categories and within cost limitations specified in ARPA regulations;
 - Periodic review of programmatic delivery and documentation compliance.
3. Provide technical assistance to Contractor staff in the areas of ARPA compliance;
4. Inform Contractor of Federal, State, and local policies and procedures that may impact the operations of the program, and give assistance as needed to implement them accordingly;
5. Ensure compliance with all rules, regulations, and policies issued under ARPA; and
6. Process payments for services.

The roles and responsibilities of the WDB and Contractor may be refined and changed due to changes in Federal, State or Local law, regulations, or policies relating to ARPA upon written notification and in accordance with section 13 and 26 in Exhibit C.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

BUDGET SUMMARY (Cost Categories)	Year One (6/23 – 8/23)	TOTAL
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PERSONNEL <i>(Includes Salary + Benefits)</i>		
Onsite Supervisor Salary and Benefits	\$15,840	\$15,840
Program Development and Oversight	\$19,099.44	\$19,099.44
SUBTOTAL PERSONNEL:	\$34,939.44	\$34,939.44

PARTICIPANT COSTS		
Participant Wages	\$34,200	\$34,200
Participant Fringe Benefits	\$5,604	\$5,604
Participant Equipment and Supplies	\$1,350	\$1,350
Participant Training	\$1,500	\$1,500
Participant Transportation Costs	\$11,000	\$11,000
SUBTOTAL TRAINING COSTS:	\$53,654	\$53,654

PROGRAM OPERATING COSTS		
Professional Development	\$2,200	\$2,200
Cell Phone Reimbursement	\$540	\$540
Operating Expenses – participant employer of record processing, participant and supervisor recruiting costs, supervisor equipment, onsite risk management	\$10,191	\$10,188
Staff Travel	\$200	\$200
SUBTOTAL OPERATING COSTS:	\$13,131	\$13,128

ADMINISTRATIVE COSTS		
Administrative Costs (25.58%)	\$26,021.11	\$26,021.11

CONTRACT TOTALS:	\$127,745.55	\$127,745.55
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1. The WDB agrees to pay the Contractor for services upon the presentation of an appropriate invoice and documents supporting the deliverables as defined in the Scope of Work to be performed. The Contractor shall submit monthly invoices detailing work performed for each deliverable detailed in the Scope of Work (Exhibit A) and amount payable to the WDB's Executive Director/President, or designee. Monthly invoices for payment should be submitted to the WDB by the 15th day of the subsequent month. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President or designee, and the deliverables described in Exhibit A, Scope of Work have been accepted in writing by the Executive Director/President or his/her designee.
2. Contractor must request approval for transfers between budget line items, which are set forth in Exhibit B (Budget Summary) when the cumulative amount of such transfers exceed 10% of the budget cost category total amount. Requests for transfers between budget line items must be presented to the WDB in writing, which

approval may be withheld in the sole and absolute discretion of WDB. WDB may authorize the addition of budget line items for transfers under this section, provided that the line item added does not substantially change the scope of services to be provided under this Contract and does not increase the total contract amount.

3. Contractor shall provide any additional documentation as required by WDB at any time in order to substantiate Contractor's claims for payment. WDB may elect to withhold payment for failure by Contractor to provide such documentation required by WDB.
4. Contractor must maintain backup documentation onsite that supports the financial data submitted to the WDB. Contractor shall make this backup documentation available upon request of the WDB. Financial data (invoice) submitted by Contractor must meet the criteria set forth in section E below.
5. Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment, or payments to subcontractors. Such expenses include specific items directly charged to the project. The expenses must be grant-related (i.e., to further the program objectives as defined in the grant award) and be incurred (realized) during the grant period. County reserves the right to make the final determination if an operating expense is allowable and necessary.
6. The maximum payment under the terms of this contract shall under no circumstances, exceed **\$127,745.55** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT Approval for a Contract with Foundation for California Community Colleges to Serve as Employer of Record for Work Experience Clients Not to Exceed \$139,279; Give President/Executive Director Authority to Finalize and Sign the Approved Contract, and Make Administrative Changes, as Needed	MEETING DATE May 19, 2023	AGENDA ITEM IX.F
FROM Heather Henry, President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A

RECOMMENDATION

Staff is recommending the Board of Directors approve the contract with Foundation for California Community Colleges as the employer of record for Work Experience (WEX) clients for the period of July 1, 2023, through June 30, 2024, not to exceed \$139,279.

It is also recommended that the Board authorize the President/Executive Director to sign this contract after it has been reviewed by County Counsel and ratified by the County Board of Supervisors. As required by the County of Solano's Procurement Policy and the Board's current Memorandum of Understanding with the County, since this contract amount will be above \$75,000, it must be reviewed and approved by the Board of Supervisors.

As part of this agenda item, Attachment A includes the Cover Page, Scope of Work (Exhibit A), and Budget (Exhibit B). The contract General Terms and Conditions (Exhibit C) and Special Terms and Conditions (Exhibit D) remain the standard exhibits and therefore are not included in the attachment.

This contract may be extended in time, for up to two (2) years at an anticipated \$139,279 annually subject to satisfactory performance by the contractor, availability of funds, and Committee and/or Board action.

DISCUSSION

Work experience is a planned, structured learning experience that takes place in the workplace and provides clients with opportunities for skill development. A work experience opportunity may take place in the private for-profit, the non-profit, or the public sectors. The work experience program is designed to give clients the opportunity to work in a supportive environment that will allow them to develop the necessary skills to obtain and maintain employment in the future.

Previously, the WDB's work experience opportunities where the WDB served as employer of record included Transitional Jobs for individuals who had barriers to employment utilized Workforce Innovation and Opportunity Act (WIOA) Adult and Dislocated Worker funds, youth WEX for out-of-school youth using WIOA Youth funds, and WEX across other discretionary grant programs.

The WDB had served as the employer of record, including managing timesheets, payroll, payroll deductions and to ensure California employment laws are followed. This added up to 30+ employees

for WDB Human Resources and finance staff to oversee and manage, which stretched staff capacity. In addition, the WDB found that the increase of these programs created a significant increase in liability for workers compensation, unemployment, and associated employment costs.

In January 2020 Board meeting, the WDB engaged the Foundation for California Community Colleges (FCCC) to incur the employer of record responsibility for participants on behalf of the WDB through their Career Catalyst program. This program is utilized by a number of other workforce and educational providers as an employer of record service. As part of this contract, FCCC will manage the employee onboarding, tracking, and payroll process for WDB and assume all liability and monitoring of employment law considerations for each WEX client.

The Career Catalyst fee structure included the cost of total wages and taxes for participants, a per employee onboarding fee, and a program management fee (invoiced on actual wages and taxes paid). The WDB contracted with FCCC, with Board approval at the January 2020 Board meeting, to provide employer of record services which began March 15, 2020. The WDB extended their contract annually for two additional terms. The final contract renewal period was July 1, 2022, through June 30, 2023, therefore, staff would need to publish a new procurement solicitation for employer of record services.

Due to the unique nature of the services provided through FCCC, the WDB utilized the sole source procurement process, utilizing the piggyback process of Madera Workforce Board's employer of record procurement, to enter a new contract period of July 1, 2023, through June 30, 2024, with the possibility of extending the contract for up to two (2) years.

The WDB estimated services needed for up to 20 individuals during the twelve (12) month period, which is an intentionally high estimate. If 20 individuals are not enrolled in, and complete work experience, these costs will be lower. The funds for this contract will be pulled from the budget line-item Work Based Learning.

ALTERNATIVES

The Board could direct staff to conduct a full procurement and issue a Request for Quote for an employer of record service. However, the services provided by the selected vendor since 2020 has met and exceeded staff's expectations and continuing the relationship with a vendor who is already familiar with WDB's work experience systems prevents complications in any transition plan that may be needed.

AGENCY BUDGET IMPACT

The FY2023-24 budget includes the necessary funding to cover the cost of this contract out of programmatic funds from WIOA Adult, Dislocated Worker, and Youth awards, as well as any additional discretionary funds that may be used.

REPORT PREPARED BY

Heather Henry, President/Executive Director. Please contact Heather at 707-863-3501 if you have any questions regarding the information in this report.

SERVICE AGREEMENT CONTRACT



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

For WDB Use Only
Contract No.
PY-23-003

1. This Contract is entered into between the Workforce Development Board (WDB) of Solano County and the Foundation for California Community Colleges ("Contractor") for the performance of services as the Employer of Record to assume all responsibility of traditional employment tasks and liabilities for Work Experience Clients.
2. The term of this Contract is: July 1, 2023, through June 30, 2024.
3. The Maximum amount of this contract is: **\$139,279**

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work
Exhibit B – Budget Detail and Payment Provisions
Exhibit C – General Terms and Conditions
Exhibit D – Special Terms and Conditions

APPROVED FOR THE WORKFORCE
DEVELOPMENT BOARD

BY: _____
(Signature, WDB's Duly Authorized Representative)

NAME: Heather Henry

TITLE: President/Executive Director

DATE: _____

ADDRESS:

500 Chadbourne Rd, Suite A
Fairfield, CA 94534
(707) 864-3501

APPROVED BY THE CONTRACTOR

BY: _____
(Signature, Contractor's Duly Authorized Representative)

NAME: Jorge J.C. Sales

TITLE: Vice President of Program Development

BY: _____
(Signature, Contractor's Duly Authorized Representative)

NAME: Joseph Quintana

TITLE: Chief Operating Officer

DATE: _____

Approved as to Form:

Solano County Counsel

APPROVED FOR SOLANO COUNTY

BY: _____
(Signature)

NAME: William Emlen

TITLE: County Administrator

DATE: _____

ADDRESS: **675 Texas Street, Suite 6500**
Fairfield, CA 94533
707-784-6100

EXHIBIT A SCOPE OF WORK

A. CONTRACTOR RESPONSIBILITIES

1. AVAILABILITY TO PERFORM SERVICES

Contractor will:

- i. Provide and train qualified staff in order to plan for and administer the contracted services;
- ii. Provide services for duration of the Contract; and,
- iii. Provide services during scheduled days and/or hours as appropriate.

2. SERVICE ACTIVITIES

Contractor will:

i. Program Support

- a. Serve as the WDB's Employer-of-Record through the Foundation for California Community College's ("Contractor") Career Catalyst program to provide professional services including performing necessary human resources and payroll functions and assuming employment tasks and liability for up to **20** of the WDB's Work Experience (WEX) clients.
- b. Assume responsibility as the Employer-of-Record for all WEX clients onboarded via the Career Catalyst service.
- c. Hold all parties, including the WDB and all WEX hosts, accountable to federal, state and local labor laws.
- d. Provide comprehensive training, guidance, and service support to the WDB and WEX clients throughout the duration of the contract.

ii. On-Boarding

- a. Serve as the single point of contact for all WEX new hire paperwork.
- b. Streamline the on-boarding process through electronic hiring tools in the Contractor's system.
- c. Monitor progress of WEX on-boarding to ensure each component is complete prior to the client's start date.
- d. Ensure timely processing of personnel profile for each WEX client, upon receipt of all necessary on-boarding information from the WDB staff.
- e. Maintain all personnel records.

iii. Payroll

- a. Manage and maintain the Human Resources Information System (HRIS) and processing of new hires, rate increases and terminations, initiated and requested by the WDB.
- b. Provide timekeeping training and approval for WEX clients and WDB staff.
- c. Provide ongoing technical support to WDB staff.
- d. Process payroll, including making the appropriate deductions, withholdings and premium payments under applicable federal, state, and local laws.
- e. Manage and maintain all tax documentation and information.

iv. Employee Relations

- a. Respond to all day-to-day WEX client relations issues and WDB staff inquires regarding policies and procedures.
- b. Provide coaching, guidance and legal assistance regarding employee relations issues with WDB staff.
- c. Initiate all communication with WEX client to address and resolve any employee relations issues.

v. Human Resources Management

- a. Serve as the single point of contact for administrative and medical leaves of absence, and unemployment claims for all WEX clients.
- b. Generate paperwork, track time out of office, facilitate and manage communication between the WEX client and WDB staff.
- c. Operate as the liaison between the WEX client and the Employment Development Department for State Disability Insurance and Paid Family Leave insurance and payments.
- d. Generate paperwork and serve as the liaison between WEX client and Employment Development Department for unemployment payments.

vi. Workers' Compensation

- a. Contractor will hold Workers' Compensation Insurance for all WEX clients.
- b. Verify and assign appropriate workers' compensation codes to each WEX client based on job descriptions provided by WDB staff.
- c. Generate paperwork, track time out of the office and facilitate all communication between the WEX client, WDB and worksite.
- d. Act as the liaison between the WEX client and insurance carrier for workers' compensation insurance/payments.

vii. Response Time – On Call and Emergency Service

- a. Contractor will be available each week during scheduled conference calls, and on an as-needed basis during in-office days.

B. WDB RESPONSIBILITIES

1. SERVICE ACTIVITIES

WDB will:

i. Roles and Responsibilities

- a. WDB shall have the responsibility for the day-to-day control and supervision of WEX clients and must provide WEX clients with supervision, training, and work assignments in accordance with the work site request and job description.
- b. WDB shall allow for monitoring visits by representatives of the Contractor and shall ensure that work sites will allow for monitoring visits by representatives of the Contractor should the Contractor elect to perform an inspection.
- c. WDB will notify the Contractor if any position is subject to any state, federal or local minimum or prevailing wage requirements, or subject to the terms of a collective bargaining agreement.
- d. If WEX clients will be working at work sites not under the direction and control of the WDB, the WDB shall have a signed "Work Site Agreement" with the work site. WDB shall use a Work Site Agreement Template mutually agreed upon by

WDB and Contractor. Contractor in its sole discretion may deny placement of WEX clients at any work site, if Contractor deems the work site to be unsafe or non-compliant with State, Local, or Federal law.

- e. Without the prior written agreement of Contractor, WDB will not entrust WEX clients with the care of unattended premises, or unsupervised custody or control of cash, credit cards, valuables, or other similar property.
- f. WDB shall ensure WEX clients receive meal and rest breaks in compliance with both California Law and the Contractor's Policy and Procedures manual. The WDB will ensure this happens by educating the "Work Site" to ensure WEX clients are relieved of all duties during breaks. Furthermore, the worksite will relinquish all control over the WEX client's activities during meal and rest breaks, permit the client reasonable opportunity to take uninterrupted meal and rest breaks and will not impede or discourage WEX clients from doing so.
 - WDB shall notify Contractor at least 4 days in advance prior to terminating (whether a WEX client is fired or completes his or her internship) a WEX client, and shall notify Contractor immediately in the event a WEX client quits his or her internship. If WDB fails to notify Contractor in accordance with this term, WDB shall be responsible for compensating Contractor for payments made to WEX client for the costs of waiting time penalties, per Labor Code section 203.
- g. WDB agrees to accurately track and provide to Contractor a time record for all hours worked by each WEX client on a bi-weekly basis. The time record shall include all of the WEX client's start and end times, as well as meal period and rest breaks. WDB will be responsible for ensuring WEX client's enter and approve accurate timesheets. Billed rates will be increased to reflect overtime hours worked, waiting time penalties, and meal period premiums according to state or local law.
- h. WDB will ensure that WEX clients who are under the age of 18 do not exceed 8 hours per day or 40 hours per week. If WEX clients under the age of 18 exceed 8 hours per day or 40 hours per week, WDB will be responsible for payment of overtime to the WEX client.. The WDB will be responsible for educating the "Work Site" on this requirement to ensure the work sites are in compliance with California's Child Labor Laws.
- i. WDB will ensure that no WEX client exceeds 960 hours. **This number cannot exceed 1000 hours per PARTICIPANT per fiscal (July- June) year**, unless classified as a Student Assistant with WDB and Contractor approval.

ii. **Compliance with Federal, State and Local Laws**

- a. WDB must provide all legally required documents prior to WEX client start date including, but not limited to: WEX client Form I-9s and work permits for WEX clients under the age of 18.
- b. WDB shall certify that work site provides a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).
- c. WDB and work site shall comply with all applicable federal, state and local laws and regulations relating to a safe and accessible work environment, including but not limited to, federal and state Occupational Safety and Health Administration ("OSHA") laws and regulations, including the recording of workplace injuries on WDB's OSHA 300 logs.
- d. WDB and work site shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders,

Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and all other federal, state, and local laws and regulations governing the hiring or employment of WEX client.

iii. Worker's Compensation and Employment Claims

- a. WDB shall immediately notify Contractor of any injury and/or Workers' Compensation Claims related to a WEX client.
- b. WDB shall promptly report to Contractor any claims of harassment, discrimination, and/or claims of any violation of law governing the WEX client's employment, including allegations or reports of any irregularities or discrepancies by WEX client.
- c. WDB shall notify the Contractor if a WEX client will be allowed to operate any motor vehicle or heavy equipment at any time as part of his/her work/training activities. WDB must secure Contractor's written approval prior to WEX client's use of motor vehicles or heavy equipment.

B. ADMINISTRATION

1. Advertisement

Contractor may not use the name WDB or any variation thereof for advertising or publicity purposes without first obtaining the written consent of WDB.

2. Maintenance of Effort

Contractor assures that services provided, and funds received under this Agreement will not supplant existing services or funds allocated for the same purpose.

3. Successors

Should the Contractor sell or otherwise relinquish all or any portion of the ownership of the Contractor organization during the course of this Agreement, any future owner(s) of the organization will agree to be bound by the provisions stipulated herein for the length of the contract.

4. Time is of the Essence of this Agreement

All services to be performed specified under this Agreement including training must be delivered on or before the ending of date of this Agreement.

The roles and responsibilities of the WDB and Contractor may be refined and changed due to changes in Federal, State or Local law, regulations, or policies relating to various funding implementation upon notification and in accordance with section 13 and 26 of Exhibit C.

Exhibit B
PROJECT BUDGET SUMMARY

SERVICE COMPONENT	FEE
Wages for 20 participants at \$17.10/hour for 300 hours per participant	\$102,600
12% Taxes and Retirement: Federal/State Unemployment, CalPERS, MediCare, ETT	\$12,312
5% Workers' Compensation (Estimate, invoiced on actual rates applied, based on each employee's job description)	\$5,130
Onboarding Fees (\$100/participant, invoiced at time of hire, regardless of whether employee starts or completes work experience)	\$2,000
15% Program Management Fee (invoiced on actual wages and taxes paid)	\$17,237
TOTAL	\$139,279

1. The above amounts are contingent upon acceptance of an appropriately working and usable system and shall be in compensation for all time and expenses incurred by Contractor. Contractor will not be reimbursed for any out-of-pocket costs.
2. WDB is responsible for compensating Contractor for any services performed or employee benefit cost(s) incurred by an EMPLOYEE that are not listed in above budget table, but are required under local, State and Federal law. Billed rates will be increased to reflect additional costs incurred due to overtime hours worked, payment of waiting time penalties, meal period premiums, and other statutory penalties imposed pursuant to applicable local, state, and federal laws.
3. Contractor shall submit monthly invoices detailing work performed for each deliverable detailed in the Scope of Work (Exhibit A) and amount payable to the WDB's Executive Director/President. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President, and the deliverables described in Exhibit A, Scope of Work have been accepted in writing by the Executive Director/President of his/her designee.
4. Contractor shall provide any additional documentation as required by WDB at any time in order to substantiate its claims for payment. WDB may elect to withhold payment for failure by Contractor to provide such documentation required by WDB.
5. The maximum payment under the terms of this contract shall under no circumstances exceed **\$139,279** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C, "Changes and Amendments".



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT Approval for a Contract with California Employers Association for Employer Training Services for an Amount Not to Exceed \$99,820, funding by the American Rescue Plan Act; Give President/Executive Director Authority to Finalize and Sign the Approved Contract, and Make Administrative Changes, as Needed	MEETING DATE May 19, 2023	AGENDA ITEM IX.G
FROM Heather Henry, President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A

RECOMMENDATION

Staff is recommending that the Board of Directors approve a contract with California Employers Association (CEA) to provide services under the American Rescue Plan Act (ARPA) funding from the County of Solano as part of the ARPA Small Business Services: Services to Businesses contract for the period of June 1, 2023, through September 30, 2024, for an amount not to exceed \$99,820.

It is also recommended that the Board authorize the President/Executive Director to finalize and sign the contract after it has been reviewed by County Counsel and approved as to form, and make administrative changes, as needed. Once approved, the contracts will be submitted to the Solano County Administrator's Office for final approval and execution.

As part of this agenda item, Attachment A includes the Cover Page, Scope of Work (Exhibit A), and Budget (Exhibit B). The contract General Terms and Conditions (Exhibit C) and ARPA Special Terms and Conditions (Exhibit D) remain the standard exhibits and therefore are not included in the attachment.

DISCUSSION

The Workforce Development Board (WDB) of Solano County received funding under ARPA for contracting workshops and training series for businesses to support new employment and retention models in a post-COVID economy. Additional funding is dedicated to invest in work-based, employer-sponsored programs and trainings to support worker mental wellness.

On February 24, 2023, the WDB released a Request for Quotes (RFQ) for Providers of Workshops and Training Series for Businesses. There were no respondents to the RFQ and staff deemed it a failed procurement. Staff then engaged with California Employers Association (CEA) to contract for workshops under a sole source procurement. Staff have begun the contract negotiation process with the goal of services beginning summer 2023.

WDB identified the following topics, based on business surveys and feedback:

- Recruitment and Talent Attraction
- Skills-Based Hiring Practices
- Diversity and Equity

- Job Quality and Workplace Culture
- Building Your Own Workforce
- Retention
- Mental Wellness in the Workplace

Based on the proposal received, CEA has proven to meet the WDB's specifications and needs described in the RFQ.

ALTERNATIVES

While not recommended, the Board could direct staff to re-issue a new Request for Quote for an employer training provider to see if a larger number of quotes would be submitted. However, the services provided by the selected vendor met the staff's expectations. Direction to re-issue procurement would also lead to delays in providing timely services.

AGENCY BUDGET IMPACT

The WDB's FY2022-23 and FY2023-24 budget will include the necessary funding to cover the cost of this contract through American Rescue Plan Act (ARPA) industry-based job training funding.

REPORT PREPARED BYH

Heather Henry, President/Executive Director. Please contact Heather at 707-863-3501 if you have any questions regarding the information in this report.

SERVICE AGREEMENT CONTRACT



WORKFORCE DEVELOPMENT BOARD

OF SOLANO COUNTY

For WDB Use Only
Contract No.
PY-22-030

1. This Contract is entered into between the Workforce Development Board (WDB) of Solano County and California Employers Association ("Contractor") for American Recovery Plan Act (ARPA) Business Training Program Services
2. The term of this Contract is: June 1, 2023 through September 30, 2024
3. The Maximum amount of this contract is: \$99,820

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions
- Exhibit D – ARPA Special Terms and Conditions

APPROVED FOR THE WORKFORCE DEVELOPMENT BOARD (WDB)

BY: _____
(Signature, WDB's Duly Authorized Representative)

NAME: Heather Henry

TITLE: President/Executive Director

DATE: _____

ADDRESS:
500 Chadbourne Rd, Suite A
Fairfield, CA 94534
(707) 864-3501

APPROVED BY CALIFORNIA EMPLOYERS ASSOCIATION (CEA)

BY: _____
(Signature, CEA's Duly Authorized Representative)

NAME: Natalie Jimenez

TITLE: Director of Business Development

DATE: _____

ADDRESS:
1451 River Park Drive, Suite 116
Sacramento, CA 95815
(800) 399-5331

Approved as to Form:

Solano County Counsel

APPROVED FOR SOLANO COUNTY

BY: _____
(Signature)

NAME: William Emlen

TITLE: County Administrator

DATE: _____

ADDRESS: 675 Texas Street, Suite 6500
Fairfield, CA 94533
707-784-6100

EXHIBIT A SCOPE OF WORK

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE CONTRACTOR

1. Provide workshops and training that explore new employment and retention strategies for local employers in Solano County using webinars, virtual trainings, and onsite training events.
2. Create and execute a marketing/outreach campaign to Solano County businesses.
3. Follow American Rescue Plan Act (ARPA) and Workforce Development Board (WDB) of Solano County’s programmatic and administrative guidelines; and
4. Document, measure, and evaluate attendance of workshops and trainings.

B. SERVICE ACTIVITIES

Contractor will provide the service activities as defined in the categories listed below to accomplish the goal of the American Rescue Plan Act (ARPA) Business Training Series and Work-Based Mental Health projects.

1. ***Monthly Webinars*** – Contractor will conduct twelve (12) monthly webinars on topics approved by the WDB from August 2023 – August 2024. Webinars will be 90 minutes in length and will be recorded for future use, with no limit on number of attendees.
2. ***Virtual Training Series*** – Contractor will provide three (3) virtual training series. It is anticipated that Contractor will provide two (2) L.E.A.D. (Leadership Excellence and Development) Certification series and one (1) Wellbeing and Inclusion Series. Contractor may change the topic of the virtual training series with prior approval from the WDB.
3. ***Business Summit Events*** – Contractor will hold three (3) onsite business summit events up to four (4) hours in length at various locations throughout Solano County. Activities will include:
 - Branding for each event
 - Provision of speakers and facilitators
 - Contractor website registration
 - Marketing materials
4. ***Outreach Support*** – Contractor will assist the WDB in outreach efforts through development of flyers, access to online platforms, and social media posts as part of a Digital Media Marketing Package. Activities shall include:
 - Initial Outreach Assessment
 - Outreach Meetings with the WDB
 - Monthly assessment of events
 - Access to Contractor’s applicable licenses and platforms
 - Development of Flyers and other collateral materials

II. CONTRACTOR RESPONSIBILITIES

A. AVAILABILITY TO PERFORM SERVICES

1. Contractor will:
 - a. Provide and train qualified staff to plan and administer the contracted services;

- b. Provide training sustainability for duration of the Contract;
- c. Provide communication during business days and/or hours appropriate to staff availability and/or business hours;
- e. Provide oversight of all activities (performed under this contract or required to perform pursuant to the contract terms);
- f. Guarantee that trainings provided are readily accessible to meet the requirements set forth in the Americans with Disabilities Act (ADA);
- g. Provide services that adhere to all applicable policies and procedures promulgated by the WDB, the County of Solano, and the Department of Treasury relating to Contractor’s duties and responsibilities pursuant to the terms and conditions of this contract.

B. CONTRACTOR’S RESOURCES

Contractor will implement and coordinate services and provide all necessary instructions, supervision, and supplies for program activities. Contractor shall maintain sufficient resources, including computer technology, to deliver the services and perform necessary administrative functions throughout the term of this contract.

C. CONFIDENTIALITY

All correspondence, communication and reporting mechanisms will adhere to WDB policies to safeguard client confidentiality, if applicable.

D. COMMUNICATION AND MATERIALS

The Contractor will maintain regular communication with WDB staff. Any documents connected with the contract and that use Contractor funds from the WDB must include the WDB name, the County of Solano logo, and the phrase “made possible by funding from the County of Solano.”

III. WDB RESPONSIBILITIES

The WDB staff will be responsible for the following:

- 1. Provide information to the County of Solano on the performance of Contractor under the contract;
- 2. Provide a systematic way to report performance under the contract;
- 3. Identify any additional reporting requirements required under ARPA and communicating requirements to Contractor;
- 4. Evaluate and monitor the management and operations of all programs funded by the WDB;
- 5. Ensure compliance with all rules, regulations, and policies issued under ARPA; and
- 6. Process payments for services.

The roles and responsibilities of the WDB and Contractor may be refined and changed due to changes in Federal, State or Local law, regulations, or policies relating to ARPA upon written notification and in accordance with section 13 and 26 in Exhibit C.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

BUDGET SUMMARY (Cost Categories)	Contract Period 6/1/23 – 9/30/24)	TOTAL
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OUTREACH		
Staff Salaries and Benefits at \$200/hr	\$20,000	\$20,000
Digital Media Marketing	\$5,000	\$5,000
SUBTOTAL OUTREACH:	\$25,000	\$25,000

TRAININGS		
Monthly Webinars (12 at \$1,295/each)	\$15,540	\$15,540
Employer Business Summits (3 at \$5,990/each)	\$17,970	\$17,970
Business Training Series (3 at \$13,770/each)	\$41,310	\$41,310
SUBTOTAL TRAINING COSTS:	\$74,820	\$74,820

CONTRACT TOTALS:	\$99,820	\$99,820
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1. The WDB agrees to pay the Subrecipient for services upon the presentation of an appropriate invoice and documents supporting the deliverables as defined in the Scope of Work to be performed. The Subrecipient shall submit monthly invoices detailing work performed for each deliverable detailed in the Scope of Work (Exhibit A) and amount payable to the WDB’s Executive Director/President, or designee. Monthly invoices for payment should be submitted to the WDB by the 15th day of the subsequent month. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President or designee, and the deliverables described in Exhibit A, Scope of Work have been accepted in writing by the Executive Director/President or his/her designee.
2. Subrecipient must request approval for transfers between budget line items, which are set forth in Exhibit B (Budget Summary) when the cumulative amount of such transfers exceed 10% of the budget cost category total amount. Requests for transfers between budget line items must be presented to the WDB in writing, which approval may be withheld in the sole and absolute discretion of WDB. WDB may authorize the addition of budget line items for transfers under this section, provided that the line item added does not substantially change the scope of services to be provided under this Contract and does not increase the total contract amount.
3. Subrecipient shall provide any additional documentation as required by WDB at any time in order to substantiate Subrecipient’s claims for payment. WDB may elect to withhold payment for failure by Subrecipient to provide such documentation required by WDB.
4. Subrecipient must maintain backup documentation onsite that supports the financial data submitted to the WDB. Subrecipient shall make this backup documentation available upon request of the WDB.
5. Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment, or payments to subcontractors. Such expenses include specific items directly charged to the project. The expenses must be grant-related (i.e., to further the program objectives as defined in the grant award) and be incurred (realized) during the grant period. County reserves the right to make the final determination if an operating expense is allowable and necessary.
6. The maximum payment under the terms of this contract shall under no circumstances, exceed **\$99,820** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT Recission of COVID Addendums to 2018-04 Incumbent Worker, 2018-07 On-the-Job Training, and 2020-04 Supportive Services and Incentives Policies	MEETING DATE May 19, 2023	AGENDA ITEM IX.H
FROM Heather Henry, President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A, B, and C

RECOMMENDATION

Staff are recommending that the Board of Directors rescind the COVID Addendums to the 2018-04 Incumbent Worker, 2018-07 On-the-Job Training, and 2020-04 Supportive Services and Incentives Policies.

DISCUSSION:

The three afore mentioned policy COVID Addendums allowed additional services and waivers to participant policies and procedures in order to impact quality service to participants during COVID. The addendums were allowed during the COVID state of emergency.

The State of California ended the COVID State of Emergency on October 17, 2022. However, since Workforce Innovation and Opportunity Act (WIOA) is a federal program, the federal state of emergency continued to be applicable to service delivery. The federal government ended the COVID State of Emergency May 11, 2023. As such, all Workforce Development Board (WDB) of Solano County COVID Addendums to WIOA policies must all be ended.

2018-04 Incumbent Worker Policy

During the COVID State of Emergency, the 2018-04 Incumbent Worker Policy COVID-19 Addendum 1 (provided as Attachment A for reference) allowed extended training timelines beyond twelve (12) months in duration due to school closures and Shelter and Home considerations. The rescission of this policy addendum returns the allowable training period for Incumbent Worker training to less than 12 months in duration.

2018-07 On-the-Job Training Policy

During the COVID State of Emergency, the 2018-07 On-the-Job Training Policy COVID-19 Addendum I (provided as Attachment B for reference) allowed On-the-Job Training (OJT) contracts reimbursement rates to be increased to 75% for employers with less than 50 employees who could show that COVID-19 had had a negative impact on their business operations, or who were reemploying previously furloughed employees or hiring new employees. The rescission of this policy addendum returns the general allowable OJT reimbursement rate to 50%.

2020-03 Supportive Services and Incentives Policy

During the COVID State of Emergency, the 2020-03 Supportive Services and Incentives Policy COVID-19 Addendum 1 (provided as Attachment C for reference) allowed a number of supportive

service waivers and expansions to better support participants impacted by the negative economic effects of COVID-19. The COVID-19 Addendum supportive service allowabilities included:

- Due to the COVID-19 and the Shelter in Place orders, the state of emergency was considered an allowable justification for supportive service eligibility that resources were not readily available or that the need was so urgent that referrals to other resources would delay the provision of the supportive service.
- Staff were allowed to reach out to participants to assess if new supportive service plans were needed during COVID-19.
- The requirement for participants in training to maintain good training attendance in order to maintain supportive service delivery was waived if the participant's training provider was closed during COVID-19.
- Any participant unable to work during the Shelter at Home or COVID-19 State of Emergency was eligible for emergency assistance supportive services if determined reasonable and necessary. Additionally, certain requirements to be eligible for emergency supportive services were waived during COVID-19.
- Housing Assistance supportive services were extended from one month to up to two months and the housing assistance limit was extended to \$2,000 per month for a total of \$4,000.
- Utilities Assistance supportive services were extended from one month to up to two months and the utilities assistance limit was extended to \$300 per month for a total of \$600.
- The WIOA requirement for a reasonable expectation that the supportive service assistance would allow the participant to complete training and/or obtain employment was waived.
- Alternative childcare arrangements were allowable for supportive service funding on a case by case basis.
- Work/training costs limits were increased to \$1,000 to allow for the inclusion of sanitation measures or remote service tools needed for work.
- Internet supportive services were expanded to include not only for training purposes, but to obtain and retain employment due to the remote nature of the community during COVID-19.
- The total limit of supportive service funding for participants was increased from \$2,500 to \$5,000 per person.

The rescission of the policy addendum returns supportive service funding limits to the limits in the original policy and rescinds all waivers of required WIOA elements for supportive services.

ALTERNATIVES

The Board could choose not to approve the rescission of these policy addendums. However, it would place the WDB out of compliance with the Workforce Innovation and Opportunity Act after the ending of the federal COVID-19 State of Emergency. The Board could also choose to approve the rescissions and direct staff to determine which elements of expanded services could be incorporated through other methodologies into the three policies.

REPORT PREPARED BY

Heather Henry, President/Executive Director. Please contact Heather at 707-863-3501 if you have any questions regarding this report.



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

POLICY ADDENDUM

Date: July 17, 2020

Number: 2018-04, Addendum 1

INCUMBENT WORKER TRAINING

COVID-19 ADDENDUM 1

INTRODUCTION

This policy addendum adds exceptions and changes to the WIOA Incumbent Worker Training (IWT) Policy under Workforce Innovation and Opportunity Act (WIOA) during the period of the novel-coronavirus 2019 (COVID-19). This policy change will be in effect until the policy change has been rescinded.

QUESTIONS

Questions relating to this addendum should be directed to Marion Aiken, Workforce Services Director, at maiken@solanowdb.org or at (707) 863-3594.

POLICY CHANGES

COVID-19 has required modification of training timelines due to school closures and Shelter at Home considerations. As such, during the COVID-19 pandemic, the requirement of training being less than 12 months in duration is waived. All other stipulations of the Incumbent Worker Training Policy not addressed in this Policy Change shall remain in effect.

DISCLAIMER

This addendum is based on the current conditions relating to the COVID-19 virus and will remain in effect until further notice and will be reviewed and updated based on any additional federal or state guidance.

Approved by

Workforce Development Board of Solano County, Executive Committee



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

POLICY ADDENDUM

Date: July 17, 2020

Number: 2018-07, Addendum 1

ON THE JOB TRAINING POLICY COVID-19 ADDENDUM 1

INTRODUCTION

This policy addendum adds exceptions and changes to the WIOA On-the-Job Training Policy for enrolled Workforce Innovation and Opportunity Act (WIOA) participants under the Adult and Dislocated Worker grants during the period of the novel-coronavirus 2019 (COVID-19). This policy change will be in effect until the policy change has been rescinded.

QUESTIONS

Questions relating to this addendum should be directed to Marion Aiken, Workforce Services Director, at maiken@solanowdb.org or at (707) 863-3594.

POLICY CHANGES

COVID-19 has created a stronger need for supports for businesses due to the economic hardship created for our local small businesses as a result of the Shelter in Place Orders and social distancing requirements. The unique nature of the virus and the country's response necessitates changes to the Workforce Development Board (WDB) of Solano County's business service delivery model.

Policy changes are made to the contract parameters section and the allowability of reimbursement to businesses up to 75%. All other stipulations of the On-the-Job Training Policy not addressed in this Policy Change shall remain in effect.

CONTRACT PARAMETERS

During the COVID-19 pandemic and lasting economic impact to the community, ***contract reimbursement rates may be increased to 75% if employers with less than 50 employees and who can show COVID-19 has had a negative impact on their business operations are reemploying previously furloughed employees or hiring new employees.*** All ***other*** contracts proposed at 75% reimbursement must be approved by the Planning and Oversight Committee of the Workforce Development Board. Factors used when increasing the wage reimbursement level from 50% to 75% must be documented by staff and included in the contract file.

Documentation must include a case note stating the size of the employer and how COVID-19 has negatively impacted their business.

DISCLAIMER

This addendum is based on the current conditions relating to the COVID-19 virus and will remain in effect until further notice and will be reviewed and updated based on any additional federal or state guidance.

REFERENCES

Law

- [Workforce Innovation and Opportunity Act of 2014](#) (WIOA), Title 1, Section 170

Federal Guidance

- Training and Employment Guidance Letter WIOA (TEGL) 19-16 – [Guidance on Services provided through the Adult and Dislocated Worker Programs under WIOA](#)

Approved by

Workforce Development Board of Solano County



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

POLICY ADDENDUM

Date: April 3, 2020

Number: 2020-03, Addendum 1

SUPPORTIVE SERVICES AND INCENTIVE POLICY

COVID-19 ADDENDUM 1

INTRODUCTION

This policy addendum adds exceptions and changes to the WIOA Supportive Services and Incentive Policy for enrolled Workforce Innovation and Opportunity Act (WIOA) participants under the Adult and Dislocated Worker grants during the period of the novel-coronavirus 2019 (COVID-19). This policy change will be in effect until the policy change has been rescinded.

QUESTIONS

Questions relating to this addendum should be directed to Marion Aiken, Workforce Services Director, at maiken@solanowdb.org or at (707) 863-3594.

RESCISSIONS

This COVID-19 Addendum combines, replaces, and cancels the 2018-09 Supportive Services and Incentive Policy, Addendums 1 and 2.

POLICY CHANGES

COVID-19 has created a stronger need for supportive service delivery as a result of multiple layoffs and social distancing requirements. The unique nature of the virus and the country's response necessitates changes to the Workforce Development Board (WDB) of Solano County's Supportive Service delivery model.

Policy changes are made to the supportive service eligibility, provision of supportive services, allowable supportive services, and limitations and payments sections. All other stipulations of the Supportive Services and Incentive Policy not addressed in this Policy Change shall remain in effect.

SUPPORTIVE SERVICE ELIGIBILITY

WIOA requirements stipulate that staff must determine if supportive service assistance is available through other community service providers. In addition, WIOA requirements stipulate that staff must ensure that no other resource exists, that the resource is not readily available, or that the need is so urgent that referrals to other resources would delay the provision of the support service and create a hardship to the participant.

During the period of the COVID-19 pandemic and declared State of Emergency, many service providers are closed to the public and unable to provide the resources normally provided. In other cases, the waitlist for community resources has increased dramatically. As such, COVID-19 and the Shelter in Place orders current in effect are allowable justification that resources are not readily available or that the need is so urgent that referrals to other resources would delay the provision of the support service.

PROVISION OF SUPPORTIVE SERVICES

Supportive Services Assessment and Planning

During the COVID-19 pandemic, staff may use “Due to the COVID-19 pandemic, a declared State of Emergency, and Shelter at Home Orders, a general lack of community resources exist and a hardship to the participant without immediate supportive services would be imminent” as their explanation of a lack of community resources/urgency of supportive services in CalJOBS and in the participant file.

Requesting Supportive Services

Given the nature of the COVID-19 pandemic, many supportive service plans initiated during the Individual Employment Plan/Individual Service Strategies will have changed as a result of the pandemic. Staff may reach out to participants to assess if new supportive service plans are needed during COVID-19.

Many training providers are closed during the Shelter at Home orders during COVID-19. The requirement for participants in training to maintain good attendance in order to maintain supportive service delivery is waived if a participant’s training provider is closed due to COVID-19.

ALLOWABLE SUPPORTIVE SERVICES

Emergency Assistance

Emergency assistance parameters for participants are modified during COVID-19. Due to the State of Emergency and Shelter at Home Orders, any participant unable to work during the Shelter at Home is eligible for emergency assistance if determined necessary and reasonable during the supportive services assessment. The following requirements for emergency supportive services are waived during COVID-19:

- Reasonable expectation that emergency assistance supportive services will resolve the situation and is not accessible via other community means;
- Individuals must apply for government or community benefits, since the need is so urgent during COVID-19 that referrals to other resources would delay the provision of the support service and create a hardship to the participant;
- Food assistance supportive service recipients must apply for CalFresh benefits before this emergency assistance is given; and
- Housing emergency assistance recipients must have a plan for how they will fund the following month’s housing.

Housing Assistance

Due to the stay-at-home order in Solano County lasting over one month and the inability for many individuals to obtain or retain work during this time, this policy is modified during

COVID-19 to allow housing assistance for up to two months for rent or mortgage assistance. Housing assistance may not exceed \$2,000 per month, for a total of \$4,000.

Utilities Assistance

Due to the stay-at-home order in Solano County lasting over one month and the inability for many individuals to obtain or retain work during this this, this policy is modified during COVID-19 to allow utilities assistance for up to two months. Utilities assistance may not exceed \$300 per month, for a total of \$600.

Employability and Training Assistance

WIOA requirements stipulate that there must be a reasonable expectation that the supportive service assistance will allow the participant to complete training and/or obtain employment. Under this Policy Change, participants enrolled in training before the Solano County Shelter at Home Order on March 18, 2020 can continue to receive supportive service assistance if needed to keep from dropping out of classes due to financial hardship. Dislocated Workers temporarily laid off from employment and who have a commitment from their employer to be rehired after the Shelter in Place orders are lifted may receive supportive services as part of employability and training assistance until two paychecks after their rehire date.

Additional changes:

- Alternative childcare arrangements will be considered for supportive service funding on a case-by-case basis determined by need and other factors.
- Work/Training Cost limits are increased to \$1,000 in order to include the cost of sanitation measures or remote service tools needed for work.
- Internet Service supportive services will be expanded to include internet or phone connectivity services in order to obtain or retain employment due to the remote nature of the community during COVID-19.

LIMITATIONS AND PAYMENTS

During the COVID-19 pandemic, the limit of supportive services is increased from \$2,500 for the duration of the participants' enrollment to \$5,000. The Division Manager or Executive Director retains the authority to increase this limit on a case-by-case basis if additional supportive services allocation would significantly benefit the participant's ability to continue and complete the program. Authorization to increase the limit beyond \$5,000 must have management approval and be documented in case notes in the participants file.

DISCLAIMER

This addendum is based on the current conditions relating to the COVID-19 virus and will remain in effect until further notice and will be reviewed and updated based on any additional federal or state guidance.

REFERENCES

Law

- [Workforce Innovation and Opportunity Act of 2014](#) (WIOA), Title 1, Section 170

Federal Guidance

- Training and Employment Guidance Letter (TEGL) 12-19 – [Guidance on National Dislocated Worker Grant Program](#)

Approved by

Workforce Development Board of Solano County, Executive Committee



WORKFORCE DEVELOPMENT BOARD

OF SOLANO COUNTY

Current Committees and Members

Standing Committees

Executive – meets bi-annually

Fadi Halabi (Chair)	Mario Giuliani (Treasurer)
Chris Churchill (Vice-Chair)	Mary Dugbartey (Member-At-Large)
Melvinia King (Secretary)	Megan Richards (non-Board Member)

Planning & Oversight - meets 4th Tuesday (non- Board months), 3:00 – 5:00 p.m.

Melvinia King (Chair)	Shannon Dodds
Fadi Halabi (Ex-Officio)	Suzanne Castano
Gerald Huber	Viola Lujan
Jon Riley	Tiffany Donahue
David Tam	Dr. Rhuenette Alums (non-Board Member)

Budget - meets quarterly, 8:30 – 10:00 a.m.

Mario Giuliani (Chair)	Dr. Celia Esposito-Noy
Fadi Halabi (Ex-Officio)	Tim Healer
Thomas Stuebner	Megan Richards (non-Board Member)

Ad-Hoc Committees (meets as needed)

Human Resources

Vacant (Chair)
Fadi Halabi (Ex-Officio)
Mary Dugbartey
Jon Riley

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