



WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY

Board of Director's Meeting

Friday, January 19, 2024

9:00 a.m. – 9:30 a.m.



500 Chadbourne Road, Suite A
Fairfield, CA 94534



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

BOARD OF DIRECTORS MEETING NOTICE

Friday, January 19, 2024

9:00 – 9:30 a.m.

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

AGENDA

- | | | |
|--------------|---|-------------|
| I. | Call to Order | |
| II. | Introductions | |
| III. | Agenda Additions/Deletions | |
| IV. | Public Comment – <i>Public comments on agenda items and items under the jurisdiction of the Board of Directors shall be made at this time. Written comments submitted by the public will also be read. Instructions for submitted comments are outlined in the Public Announcement of this meeting.</i> | |
| V. | Consent Calendar | Page |
| | A. Approval of November 17, 2023, Meeting Minutes | 1 |
| | B. Approval to Renew 7 Community Workforce Services Contracts for a Collective Total Amount Not to Exceed \$747,325 for the Period of February 1, 2024, Through September 30, 2024, Funded by the American Rescue Plan Act; Give President/Executive Director Authority to Finalize and Sign Approved Contracts, and Make Administrative Changes, as Needed | 6 |
| | C. Approval to Enter into Contract with Elevation Group LLC for Website Enhancement Services Not to Exceed \$7,638.74; Give President/Executive Director Signature Authority, and Make Administrative Changes, as Needed | 57 |
| | D. Approval of the Financial Reserves Policy, as Recommended by the Budget Committee | 75 |
| VI. | Informational Reports | |
| | A. Committee Chairs (Verbal) | |
| | B. President/Executive Director (Verbal) | |
| | C. Board Chair (Verbal) | |
| | D. Reports (Written) | 78 |
| VII. | Action Items | |
| | A. Approval to Elect Board Member, Chris Huxsoll, to Serve as Board Secretary the Duration of the Two-Year Term of Office through June 30, 2024 | 91 |
| VIII. | Adjournment | |

Note: The next Board of Director's meeting is scheduled for Friday, March 22, 2024

CONSENT CALENDAR



BOARD OF DIRECTORS MEETING MINUTES

November 17, 2023

I. Call to Order

Board Chair, Chris Churchill called the meeting to order at 8:34 a.m. Quorum was established.

Members Present:, Chris Churchill, Kelli Courson, Shannon Dodds, Celia Esposito-Noy, Janice Fera, Deanna Hurn, Chris Huxsoll, Idowu Koyejo, Thomas Stuebner

Members Absent: Danny Bernardini, Suzanne Castano, Mark DeWeerd, Mary Dugbartey, Mario Giuliani, Fadi Halabi, Tim Healer, Gerald Huber, Glenn Loveall, Melvinia King, Sabrina Martin, Stephen Reese, and David Tam

II. Introductions

There were no introductions.

III. Agenda Changes/Deletions

There were no agenda changes or deletions.

IV. Public Comment

There were no public comments.

V. Consent Calendar

A. Approval of Revised Corporate Resolution of Designating Authorized Signatures

B. Approval of September 22, 2023 Meeting Minutes

C. Approval of 2024 Board of Director's Meeting Calendar

MOTION #1

A motion was made and seconded to approve the consent calendar, adopting the amended minutes presented.

(Esposito-Noy/Dodds) MOTION PASSED UNANIMOUSLY

VI. Informational Reports

A. Committee Chairs

Mr. Churchill announced the Working Waterfront Coalition Ad-Hoc Committee met on November 16, 2023 and it was a very productive meeting. More will be discussed about the project as part of agenda item VII.C. Additionally, Mare Island has been determined to be an ideal location to provide the infrastructure, education, and many future employment opportunities with this initiative. The coalition is also working with other counties to join the program. The committee is planning to meet again in January and is hoping to meet onsite at the facility.

B. President/Executive Director Report

Ms. Henry announced that the Youth Monitoring conducted by the Employment Development Department in October went very well. The monitor had nothing but accolades for staff, partners, and best practices. There were no findings identified and everything went very well.

Programmatically, enrollments are increasing. A lot of the outreach efforts by staff have definitely been a big piece of the increase. The Job Seeker Services team is working on identifying the passion populations each Employability Specialist and Placement Coach has, allowing them to make connections within the community they are passionate about. The passion populations include Veterans and military spouses, people with disabilities, justice impacted, youth, and those with housing instability.

SBDC will be hosting the Veterans Business Outreach Center (VBOC) here at the WDB, which is a region wide focus on veterans for the North Bay SBDC. We are providing in-kinds and space for VBOC to be onsite a couple of days a week. This does allow SBDC to do more

collaborations with them including having recently hosted an event for Veteran business owners. The Solano-Napa SBDC just completed the Business Accelerator Program in Napa, having a total of 15 graduates. Graduates received a \$4,500 infusion grant.

Through the partnership with Solano Family & Children's Services (SFCS), funded by ARPA, bootcamps are being provided to help build family childcare providers. SFCS is providing entrepreneurship bootcamps while WDB is providing wrap around services, and SBDC provides business advising. SFCS recently started their Spanish speaking bootcamp with eleven (11) people enrolled. Ms. Fera added that an Adult School representative will be presenting at the consortium meeting about the bootcamp program. It is the hope that Adult Education will be able to refer students to the program in the spring. Business training is moving forward quite well. California Employers Association (CEA) is providing the training. Leadership Excellence And Development (L.E.A.D.) Supervisor Certification series training began in October with 25 enrolled. This series runs through December. The plan is to have two more training courses in the future. There is no cost to enrollees as this is funding by ARPA. CEA is also providing webinars for businesses as part of the funding to support businesses and support mental wellness within the workplace.

In October, as part of ARPA, staff launched job seeker workshops. A trainer was brought on to the staff to provide the workshops. Basic workshops are being provided with more workshops to be added later.

Staff are currently working on building a bioeconomy and biotechnology talent infrastructure. A focus group was held with a few local businesses in attendance. Mr. Huxsoll added that part of the discussion included how businesses find local talent and what some of their needs are. Staff are also partnering with the Solano Office of Education to send out a survey about community knowledge of biotechnology. This survey will go out to middle schools and high schools. Solano Economic Development, Solano Community College and City of Vacaville are making it possible to enter a drawing to win Six Flags tickets as an incentive to complete the survey.

Moving into 2024, there will be a focus on professional development and capacity development. We did receive a grant from the state to focus on a couple of training courses related to nontraditional occupations, job quality, and DEI. A contract was recently signed and executed to receive a grant in the amount of \$500,000 from the Irvine Foundation over the next three years to help build staff capacity, as well as community partners and Board members. Beginning in January 2024, a digital fluency challenge for staff to help build up digital literacy. For Job Seeker Services, a company will be brought in to talk about and teach staff about behavioral design to better understand the motivations and reasoning our job seekers have so staff can better guide them. Contractors will also be brought in to support staff on DEI. We have had a number of businesses sharing interest in apprenticeships, so staff will work to better understand the process so they can help employers build apprenticeship programs. There will also be staff certification opportunities and opportunities for Board members to attend conferences to get a better understanding of the workforce landscape. These conferences include Meeting of the Minds, which takes place in September and the National Association of Workforce Boards in April.

A separate ARPA project with the County, SBDC, and the Farm Bureau is grants for farming companies. The application is open and will be available through January. These will be micro-grants to help the farming community recover from COVID. SBDC and Farm Bureau will be doing the outreach. Staff recently finalized the contract for the Prison to Employment 2.0 Earn and Learn Training program which is part of the agenda for approval.

A WARN notice was received from a company who does fabrication due to a project that will be ending and will be laying a number of people. Staff will be doing a reverse career fair on December 1, 2023. There will be ten (10) employers that will be going to the company's

location and will be able to speak to and interview employees on the spot in hopes to help them find their next employment opportunity.

Staff are finalizing a grant application under ARPA for a non-profit infrastructure grant. There have been several grants available for companies during and after COVID to help build up and support their infrastructure but there hasn't been anything available for non-profits. This grant will give non-profits the opportunity to upgrade computers, accounting software or whatever infrastructure they wouldn't normally be able to purchase to help with their efforts. This grant will be available to Solano County non-profits. Lastly, staff continue to work on the Vallejo Job Center upgrades which includes better wi-fi service, and computers. Staff is also working on building a Pearson VUE testing center in the Vallejo Job Center, so part of the upgrades include ensuring the required specifications are met.

C. Board Chair

Mr. Churchill stated the Board has the opportunity to move away from being a compliance Board and being a more strategic and inclusive Board. It will be important to take the opportunity to look ahead (not just a few months, but a year or two years in advance) and strategize how we meet the skills of the workforce today with the opportunities that are coming to the community such as biotechnology, the Maritime initiative, and additional shifts in the Solano County. Rather than just approving policies, immediate contracts and WIOA funding, the Board can structure themselves to look at different sectors and industries that are emerging and how to meet those demands. As the Board adds new members, there are still a couple of vacancies that need to be filled, including the need to elect another Secretary with the announcement of Melvinia King's resignation from the Board. The Ad-Hoc Nominations Committee will need to be formed and meet to fill that seat. There is another applicant that will potentially be joining the Board from Six Flags either in January or March 2024. There will be a lot of things happening in January. One of the thoughts is to form subcommittees to focus on specific industry sectors to ensure there is subject matter expertise instead of having one committee focus on all topics and approve contracts. As the Board dives deeper into these industry sectors, we can help empower the community of Solano County to gain employment in these higher paying opportunities without having to commute to other counties. At the January 19, 2024 Board meeting, the intention is to bring Bob Lanter from California Workforce Association (CWA) back to lead the Board in this quest of the Real Work of the Workforce Development Boards. The Board meeting would turn into an Action Planning Session and would be an all-day session.

Ms. Henry added that the Board meeting would be shortened to approve a few items and then move into the planning session having CWA lead the discussion started by the Board at the December 2022 Board Retreat Strategy Session. The focus would be to revisit the strategy session, taking a look at the major need of the community that were identified, and building an action plan as a guide for the next couple of years. Over the last year there have been new economic developments so there may be a couple of guest speakers that will be presenting. After a recent meeting with Jan Sramek, CEO for California Forever, the project is something that needs to be considered over the next couple of years regarding workforce. We are also considering inviting Don Burris or someone else to talk about the bio-industry in Vacaville. Identifying some new opportunities and challenges will help with putting together the action plan.

Staff will finalize the plans with CWA and send out the meeting invitation and more details.

D. Reports

There was no discussion on this item.

VII. Action Items

A. Approval of the New Workforce Board Appointments; Ms. Coco House of Solano

County Farm Bureau, and Ms. Margie Poulos of Jelly Belly Candy Company

Ms. Henry announces that Ms. House was present. Ms. House introduced herself and gave a brief overview of her background, noting she had the opportunity to attend the New Board Member Orientation and was very excited to join the Board. Ms. Henry added that Ms. House represents both the Farm Bureau and small business.

Ms. Henry announced Ms. Margie Poulos, who was unable to attend the meeting, has been Jelly Belly since 1996. Ms. Poulos started as an Administrative HR Assistant and through the years and has moved up to become the Vice President of Global Human Resources.

MOTION #2

A motion was made and seconded to approve new Workforce Board Appointments; Ms. Coco House, and Ms. Margie Poulos.

(Esposito-Noy/Courson) MOTION PASSED UNANIMOUSLY

Ms. Henry added the approval of the appointments will go to the Board of Supervisors for ratification.

B. Review and Approval of the Prison to Employment 2.0 Earn and Learn Training Services Contract with Center for Employment Opportunities, Inc. for a total amount not to exceed \$51,000 for the period of January 1, 2024 through December 31, 2025; Give President/Executive Director Authority to Finalize and Sign the Approved Contract, and to Make Administrative Changes, as Needed

Ms. Henry provided an overview of agenda item VII.B, which was included as part of the agenda package and incorporated herein, adding this grant allows services to be available to those that have previously been incarcerated or in any type diversion program in the past, they can be enrolled.

MOTION #3

A motion was made and seconded to approve the Prison to Employment 2.0 Earn and Learn Training Services Contract with Center for Employment Opportunities, Inc., as presented.

(Esposito-Noy/Courson) MOTION PASSED UNANIMOUSLY

C. Review and Approval of the ARPA Industry Training Contract with Working Waterfront Coalition for a total amount not to exceed \$60,000, funding by the American Rescue Plan Act; Give President/Executive Director Authority to Finalize and Sign the Approved Contract, and to Make Administrative Changes, as Needed

Ms. Henry gave a detailed overview of agenda item VII.C, which was included as part of the agenda package and incorporated herein, noting the Workforce Waterfront Coalition has various funding however access to these funding streams will not be available until April 2024. This contract will give immediate funding to finalize curriculum and provide outreach sessions to set up training. The pilot program is set to launch in the spring of 2024 in which the other funding streams would be used for training. The first training program will be scheduled to take place in Solano County. The goal is to provide training for 10 people with 5 people entering the Boatman's Union.

Mr. Churchill added that outreach has already started through social media to give the community a visual that tells a story about the project and available opportunities in the near future. The contract solidifies the curriculum and office and training facilities. All of the training will be in person. The next meeting is planned to take place onsite at Mare Island to get a visual of the learning facilities. Board members not on the committee are welcome to attend.

MOTION #4

A motion was made and seconded to approve the ARPA Industry Training Contract with Working Waterfront Coalition, as presented.

(Huxsoll/Esposito-Noy) MOTION PASSED UNANIMOUSLY

VIII. Discussion Items

A. Prioritizing Program Information Reported to the Board of Directors

Ms. Henry shared that staff have been talking to the Planning & Oversight Committee and with Mr. Churchill and looking at the reports Board members receive to determine what items should be of focus and reported out programmatically. Staff is requesting what priority programs are presented to the Board. Mr. Churchill added the Planning & Oversight has a huge responsibility of reviewing contracts and program reports, monitoring reports, and supportive job services. The idea was to rethink, with input from the members, the committee purpose and if it should be broken up into subcommittees that are industry focused to review industry specific contracts and reports to have a more in-depth insight rather than just being a compliance focused committee.

Some comments included aligning WDB programs with programs Board member organizations are currently doing. Ensuring that focusing on specific industry information is not putting a heavier workload on staff should be considered. The idea of moving towards a strategic direction and not just a compliance Board, having a project-based committee and ensuring there is a voice at the table is a direction that is ideal.

Ms. Churchill added that educating the Board about WIOA, asking questions, and having the opportunity to speak out to better understand the programs is important.

B. Board Committee Structure

Further, Mr. Churchill felt industry-based committees is a great topic for the January planning session to discuss with Bob Lanter and to see what other workforce boards are doing and which sectors the Board want to focus on and form committees accordingly. This would also lighten the load for the Planning & Oversight Committee.

Ms. Henry added that discussing the committee structure at the Action Planning Session in January before making a decision about the committees. The By-Laws do not call out specific formation of a committee name but just defines standing and ad-hoc committees.

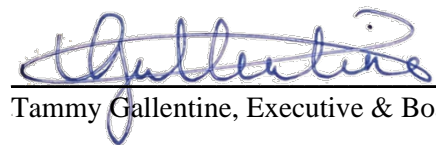
IX. Success Stories

Mr. Aiken introduced those presenting success stories and testimonials including staff, job seekers, and businesses impacted by the WDB and the SBDC, noting that this time of year is exciting as everyone has the opportunity to hear how WDB and SBDC programs have impacted peoples lives.

X. Adjournment

The meeting was adjourned at 10:48 a.m.

Respectfully submitted by:



Tammy Gallentine, Executive & Board Support Specialist



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT Approval to Renew 7 Community Workforce Services Contracts for a Collective Total Amount Not to Exceed \$747,325 for the Period of February 1, 2024, Through September 30, 2024, Funded by the American Rescue Plan Act; Give President/Executive Director Authority to Finalize and Sign Approved Contracts, and Make Administrative Changes, as Needed.	MEETING DATE January 19, 2024	AGENDA ITEM V.B
FROM Heather Henry, President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A-G

RECOMMENDATION

Staff is recommending the Board of Director's approve the renewal of the seven (7) Community Workforce Services contracts funded under the American Rescue Plan Act (ARPA) to provide employment-related services to Solano County residents negatively impacted by the economic effects of the COVID-19 pandemic. The total for the second and final year of these contracts will not exceed an additional contract amount of \$747,325. The cumulative total for the original contracts beginning February 1, 2023, and this renewal will not exceed \$1,467,217. The renewal period will be from February 1, 2024 through September 30, 2024. Should the County of Solano extend the WDB's ARPA contract, all Community Workforce Services contracts will be extended through January 31, 2025.

It is also recommended that the Board authorize the President/Executive Director to finalize and sign these contracts 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.

The format of the amendment (Attachments A-G) outlines the updates and/or changes to the contracts including new contract term dates, budget amounts, as well as Scope of Work changes, if any. All other terms and conditions of the original agreement and its amendments remain unchanged. The original contract's Scope of Work are included with each amendment for reference.

DISCUSSION

The Workforce Development Board (WDB) of Solano County received funds from the Department of Treasury, passed through the County of Solano, to provide employment-related grants to community-based nonprofit organizations through ARPA funding.

RFP Process

The WDB released a Request for Proposals (RFP) for American Rescue Plan Act (ARPA) Community Workforce Grants on October 26, 2022, with funding up to \$1,500,000 over two years. On November 3, 2022, the WDB held a Bidders' Conference, a Technical Assistance Webinar on November 15, 2022,

and a Technical Assistance Open Session on November 21, 2022. The deadline for proposal submission was November 23, 2022.

Staff received seventeen (17) proposals with a total request of \$3,833,263, which was broken down into three tiers, based on the proposal amount. All proposals received a threshold review and met the minimum qualifications. The Ad Hoc Review Committee consisted of local funder representatives, Board members, and staff and met on December 9, 2022, to discuss the proposals and make recommendations for Community Workforce Grant recipients.

During the selection process, the committee also considered funding constraints, and the location of services to the community as well as ensuring various types of impacted and disproportionately impacted populations were served. Based on the proposals submitted, evaluations, and scores, the following organizations have proven to meet the WDB's specifications and needs: California Human Development, Goodwill Industries of San Francisco, Center for Employment Opportunities, Center for Urban Excellence, Vallejo Project (Build Your Future), Club Stride, and Mission Samoa.

As part of this agenda item, each attachment for its respective organization includes the First Amendment to the Original Agreement and original Scope of Work (Exhibit A). The General Terms and Conditions remain unchanged.

For the purpose of these contracts, Sub-recipients will be responsible for determining program eligibility, enrolling participants, and adhering to performance requirements. Those identified as Contractors will be providing services while WDB determines program eligibility, enrolling participants, and performance requirements.

Center for Urban Excellence – Attachment A
Center for Employment Opportunity – Attachment B
California Human Development – Attachment C
Club Stride – Attachment D
Goodwill Industries – Attachment E
Mission Samoa – Attachment F
Vallejo Project – Attachment G

At the January 20, 2023, Board meeting, all (7) seven contracts were reviewed and approved in addition to authorizing the President/Executive Director to make administrative changes, as needed.

ALTERNATIVES: The Board could choose not to approve the renewal of one or more of these contracts, overall or in part, and instead provide staff with direction to reevaluate the contract amendments. However, this may delay these organizations from continuing services to various types of impacted and disproportionately impacted populations.

AGENCY BUDGET IMPACT

The necessary funding to cover the cost of this contract is included in the FY23-24 and FY24-25 budgets through American Rescue Plan Act funding.

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.

**FIRST AMENDMENT TO STANDARD CONTRACT PY-22-014
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY AND
CENTER FOR URBAN EXCELLENCE**

This First Amendment ("First Amendment") is entered into as of the first day of February 2024, between the WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY ("WDB") and CENTER FOR URBAN EXCELLENCE. ("Subrecipient").

1. Recitals

- A. The parties entered into a contract dated February 1, 2023 (the "Contract"), in which Subrecipient agreed to provide American Recovery Plan Act (ARPA) Community Workforce Services through January 31, 2024.
- B. WDB now needs to extend the Contract for services for eight months, through September 30, 2024. Should WDB's contract with the County of Solano be extended, the WDB will notify Subrecipient through an administrative letter an extension of the term through January 31, 2025.
- C. This First Amendment represents an increase of \$150,000 for services and an eight-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:

The term of this Contract is: February 1, 2024, through September 30, 2024.

B. Budget

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

The Maximum amount of this contract is \$75,000 (\$75,000 from the original contract and \$75,000 for the First Amendment.

Any portion of the maximum amount (\$75,000) provided for the Original Contract, not fully expended during the twelve-month term (February 1, 2023, through January 31, 2023), shall be carried over and made available under the First Amendment; not to exceed the maximum contract amount.

3. Scope of Work (Exhibit A)

Section II.I "Outcomes" has been deleted in its entirety and replaced with:

Subrecipient will enroll 48 participants over the course of the contract.

Measure	Goal
Process Measures	
Number of Job shadow experiences	40
Number of Worksite tours	12
Number of College tours	8
Number of Guests speaking events hosted	20
Number of Job Fairs hosted	4
Participant Outcomes	
Number enrolled	48
Percentage of participants completing work readiness trainings	90%
Number enrolled in job training programs	12

Percentage of participants completing job training programs	66%
Percentage of participants employed at program exit	90%
Percentage of participants with an increase of at least 20% in gross income	50%

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.

4. Budget Detail and Payment Provisions (Exhibit B)

A. The matrix in Exhibit B of the Original Agreement has been deleted in its entirety and replaced with:

BUDGET SUMMARY (Cost Categories)	Year One (2/23 – 1/24)	Year Two (2/24 – 9/24)	TOTAL
PERSONNEL <i>(Includes Salary + Benefits)</i>			
Salaries and Benefits	\$26,800	\$26,800	\$53,600
SUBTOTAL PERSONNEL:	\$26,800	\$26,800	\$53,600
PARTICIPANT COSTS			
Training Tuition	\$10,500	\$10,500	\$21,000
Participant Wages	\$17,000	\$17,000	\$34,000
Supportive Services	\$8,300	\$8,300	\$12,000
SUBTOTAL TRAINING COSTS:	\$35,800	\$35,800	\$71,600
PROGRAM OPERATING COSTS			
Social Outings	\$1,500	\$1,500	\$3,000
Mileage and Travel	\$1,500	\$1,500	\$3,000
Office Equipment	\$1,000	\$1,000	\$2,000
Communication and Outreach	\$1,000	\$1,000	\$2,000
SUBTOTAL OPERATING COSTS:	\$5,000	\$5,000	\$10,000
ADMINISTRATIVE COSTS (No More Than 10%)			
Administrative Costs	\$7,400	\$7,400	\$14,800
CONTRACT TOTALS:	\$75,000	\$75,000	\$150,000

B. Item 6 is deleted in its entirety and replaced with

The maximum payment under the terms of this contract shall under no circumstances exceed **\$150,000** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.

Except as set forth in this First 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

Reina Robinson, CEO
Center for Urban Excellence

Approved as to Form:

Approved for Solano County:

Solano County Counsel

William Emlen, County Administrator
Solano County

EXHIBIT A SCOPE OF WORK

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE SUBRECIPIENT

1. Provide work readiness, skills attainment for economic advancement, and positive professional networking opportunities for BIPOC Youth in Solano County.
2. Provide employment-related services to Solano's vulnerable populations impacted by the negative economic impacts of COVID-19 that lead to reemployment and/or economic advancement.
3. Follow American Rescue Plan Act (ARPA) and Workforce Development Board (WDB) of Solano County's programmatic and administrative guidelines.
4. Leverage community resources and collaborative community partnerships to support individuals in improved access into the workforce.
5. Document, measure, and track participants' success in meeting program outcomes.

B. SERVICE ACTIVITIES

Subrecipient will provide the service activities as outlined below to accomplish the goal of the (ARPA) Community Workforce Grant:

1. ***Outreach and Recruitment*** – Subrecipient will provide participant recruitment activities to attract, inform and prepare eligible youth in Fairfield and Vallejo who have previously been homeless, in foster care, runaway, or justice involved participants for the Fostering Resilience Youth Leadership program services offered through the contract.
2. ***Eligibility Determination*** – Subrecipient shall be responsible for eligibility determination for ARPA Community Workforce Grant services for participants receiving services under this contract. Subrecipient will ensure each individual receiving services under this contract meets the below requirements.

ARPA participant eligibility requirements:

- A Solano County resident or employed in Solano County;
- Able to work in the U.S. and be able to fulfill Form I-requirements; AND
- Meets an eligible ARPA participant population as outlined in *WDB 2022-03 ARPA Eligibility and Enrollment Policy*

The primary and secondary ARPA populations identified for this contract are:

- Disproportionately Impacted Other Households: Under 35 Years of Age
- Impacted Households that Experienced Unemployment
- Disproportionately Impacted Low-Income Households and Populations

All individuals enrolled into the program will be informed of procedures for submitting grievances and complaints.

3. ***Assessment***– Subrecipient will conduct a series of assessments to evaluate academic levels, employment barriers, basic skill level, occupational skills, prior work experience, supportive service needs and development levels.

4. ***Individual Service Strategy (ISS) Development and Attainment***– Subrecipient will work with participants to create an ISS to identify age appropriate short and long-term SMART goals, including career pathways, employment, social and personal goals.

Services planned for participants may include:

- Identifying strengths and obstacles
- Individual goal setting
- Workplace tours and shadowing
- Career exploration activities
- Mentorship
- College and career fair attendance
- Hearing guest speakers from various industries
- Connections to community resources

Subrecipient will support participants in accomplishing the short- and long-term goals identified in the ISS, including intensive support service to get back into school and reconnect to the educational system. Highly motivated participants enroll in Fostering Youth Leadership; highly supportive and collaborative program provides a network of support.

Subrecipient shall enter case notes, appropriate service codes, and outcomes data into the state CalJOBS system for enrolled participants. Subrecipient will provide follow up services for up to 12 months after program goal attainment to ensure participants remain connected to wraparound supportive services.

5. ***Work Readiness and Work Experiences*** – For participants pursuing employment goals, participants will receive at least 20 hours of workplace readiness training to build basic hard and soft skills.

Work experiences will be developed for participants that include:

- Subsidized and unsubsidized work experiences
- Supportive worksite that teaches real-world skills
- Employment related costs: transportation, uniform, tools, and supplies

II. SUBRECIPIENT RESPONSIBILITIES

A. AVAILABILITY TO PERFORM SERVICES

1. Subrecipient 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 all contracted services;
- c. Provide program sustainability for duration of the Contract;
- d. Provides services during scheduled business days and/or hours appropriate to program participants' needs;
- e. Provide a regular location in Solano County where services can be reliably provided for program participants;

- f. Provide internal monitoring and oversight of program activities and requirements;
- g. Participate in project-wide technical assistance and staff development opportunities provided by the WDB;
- h. Guarantee that all program services provided are readily accessible to eligible individuals and meet Americans with Disabilities Act (ADA) and Equal Opportunity requirements;
- i. Enter participant data into the state CalJOBS system and maintain participant files, as appropriate; and
- j. 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 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 targeted population to be served. The services offered will be available throughout the year.

C. SUBRECIPIENT'S RESOURCES

Subrecipient will implement and coordinate ARPA Community Workforce 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 services within the county, and where feasible, ensure employment services activities take place within reasonable accessibility of public transportation and provide adequate, accessible free parking spaces for client use as needed.

In addition, facilities utilized will meet accessibility standards under the Americans with Disabilities Act (ADA). Subrecipient will provide equal access for individuals with disabilities for all public areas. 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. 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.

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 ARPA umbrella of services prior to implementation.

Any documents connected with the contract and that use Subrecipient 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.

G. DOCUMENTATION AND RECORDS

The Subrecipient must maintain documentation of ARPA eligibility, activities, and outcomes either in hard copy or digital form. In addition, the Subrecipient must maintain timely data entry of enrollment, services, and outcomes in the CalJOBS system. Fiscal documentation of expenditures must also be kept to a level that allows the tracing of funds to a level adequate to ensure funds haven’t been spent, according to the terms and conditions of this contract. All documentation must be clearly identifiable and readily accessible.

The WDB and County of Solano 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 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 Subrecipient in the performance of this contract shall be the property of the WDB and shall be delivered upon request of the WDB. 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 shall report via CalJOBS system and in participant files any documentation and information relating to participant’s enrollments, activities, and outcomes for reporting purposes. All services being offered and identified in the participant’s file will be entered into CalJOBS and reviewed by WDB staff on a regular basis.

The Subrecipient must submit monthly performance reports containing quantitative outcomes in a format co-designed with the WDB. Reporting elements will include:

- Progress towards contract quantitative outcomes
- A brief narrative on project activities and progress towards project goals
- Any applicable success stories to share
- Any challenges or technical assistance needed
- Expenditures progress

I. OUTCOMES

Subrecipient will enroll 24 participants over the course of the contract from February 1, 2023, through January 31, 2024.

Measure	Goal
Process Measures	
Number of Job shadow experiences	20
Number of Worksite tours	6
Number of College tours	4
Number of Guests speaking events hosted	10
Number of Job Fairs hosted	2
Participant Outcomes	
Number enrolled	24
Percentage of participants completing work readiness trainings	90%
Number enrolled in job training programs	6
Percentage of participants completing job training programs	66%
Percentage of participants employed 90 days after program exit	90%
Percentage of participants with an increase of at least 20% in gross income	50%

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. Provide labor market information and county industry profiles as requested;
2. 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 ARPA programmatic 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 subrecipient staff in the areas of ARPA compliance, CalJOBS data entry and ARPA performance measures;
4. 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;
5. Ensure services align with community and industry needs;

6. Ensure compliance with all rules, regulations, and policies issued under ARPA;
7. Provide a standardized data system (CalJOBS) that can track and report participant outcomes for County of Solano's ARPA reporting;
8. Process payments for services; and
9. 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 ARPA upon written notification and in accordance with section 13 and 26 in Exhibit C.

**FIRST AMENDMENT TO STANDARD CONTRACT PY-22-013
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY AND
CENTER FOR EMPLOYMENT OPPORTUNITIES, INC.**

This First Amendment ("First Amendment") is entered into as of the first day of February 2024, between the WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY ("WDB") and CENTER FOR EMPLOYMENT OPPORTUNITIES, INC. ("Subrecipient").

1. Recitals

- A. The parties entered into a contract dated February 1, 2023 (the "Contract"), in which Subrecipient agreed to provide American Recovery Plan Act (ARPA) Community Workforce Services through January 31, 2024.
- B. WDB now needs to extend the Contract for services for eight months, through September 30, 2024. Should WDB's contract with the County of Solano be extended, the WDB will notify Subrecipient through an administrative letter an extension of the term through January 31, 2025.
- C. This First Amendment represents an increase of \$97,325 for services and an eight-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:

The term of this Contract is: February 1, 2024 through September 30, 2024

B. Budget

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

The Maximum amount of this contract is \$192,217 (\$94,892.00 from the original contract and \$97,325 for the First Amendment.

Any portion of the maximum amount (\$94,892) provided for the Original Contract, not fully expended during the twelve-month term (February 1, 2023, through January 31, 2023), shall be carried over and made available under the First Amendment; not to exceed the maximum contract amount.

3. Scope of Work (Exhibit A)

Section II.I "Outcomes" has been deleted in its entirety and replaced with:

Subrecipient will enroll 120 participants over the course of the contract.

Measure	Goal
Number enrolled	120
Number of participants enrolled in sectoral job training programs	6
Percentage of training participants completing sectoral job training programs	35%
Number of participants enrolled in other short-term occupational trainings	36
Number of participants entering employment	48

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 modification or termination.

4. Budget Detail and Payment Provisions (Exhibit B)

A. The matrix in Exhibit B of the Original Agreement has been deleted in its entirety and replaced with:

BUDGET SUMMARY (Cost Categories)	Year One (2/23 – 1/24)	Year Two (2/24-1/25)	TOTAL
PERSONNEL <i>(Includes Salary + Benefits)</i>			
Program Management	\$22,055	\$22,715	\$44,770
Participant Support Staff	\$51,711	\$53,262	\$104,973
SUBTOTAL PERSONNEL:	\$73,766	\$75,977	\$149,743
COSTS			
Training Tuition	\$5,500	\$5,500	\$11,000
Supportive Services	\$4,250	4,250	\$8,500
SUBTOTAL TRAINING COSTS:	\$9,750	\$9,750	\$19,500
PROGRAM OPERATING COSTS			
Staff Travel	\$250	\$250	\$500
Supplies	\$2,500	\$2,500	\$5,000
SUBTOTAL OPERATING COSTS:	\$2,750	\$2,750	\$5,500
ADMINISTRATIVE COSTS <i>(No More Than 10%)</i>			
Administrative Costs	\$8,626	\$8,848	\$17,474
CONTRACT TOTALS:	\$94,892	\$97,325	\$192,217

B. Item 6 is deleted in its entirety and replaced with:

The maximum payment under the terms of this contract shall, under no circumstances, exceed **\$192,217** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.

Except as set forth in this First 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

KaShonda Lawson, Regional Director
Center for Employment Opportunities, Inc.

Approved as to Form:

Approved for Solano County:

Solano County Counsel

William Emlen, County Administrator
Solano County

EXHIBIT A SCOPE OF WORK

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE SUBRECIPIENT

1. Provide reentry services to justice-involved adults living in Solano County or returning home from incarceration and are seeking economic advancement and employment.
2. Provide employment-related services to Solano's vulnerable populations impacted by the negative economic impacts of COVID-19 that lead to reemployment and/or economic advancement.
3. Follow American Rescue Plan Act (ARPA) and Workforce Development Board (WDB) of Solano County's programmatic and administrative guidelines.
4. Leverage community resources and collaborative community partnerships to support individuals returning from incarceration in improved access into the workforce
5. Document, measure, and track participants' success in meeting program outcomes.

B. SERVICE ACTIVITIES

Subrecipient will provide the service activities as outlined below to accomplish the goal of the ARPA Community Workforce Grant:

1. ***Outreach and Enrollment*** – Subrecipient shall conduct outreach and recruitment activities countywide to attract, inform and prepare eligible justice-involved participants in the program services offered through the contract. Activities shall include:
 - Paid orientation, individually or as a group;
 - Safety information provided to participants: in program, on job site and training;
 - Identifying barriers to employment or training;
 - Digital skills preparedness; and
 - Procedures for presenting grievances and complaints.
2. ***Eligibility Determination*** – Subrecipient shall be responsible for eligibility determination for ARPA Community Workforce Grant services for participants receiving services under this contract. Subrecipient will ensure each individual receiving services under this contract meet the below requirements.

ARPA participant eligibility requirements:

- A Solano County resident or employed in Solano County;
- Able to work in the U.S. and be able to fulfill Form I-requirements; AND
- Meets an eligible ARPA participant population as outlined in *WDB 2022-03 ARPA Eligibility and Enrollment Policy*

The primary and secondary ARPA populations identified for this contract are:

- Impacted Households that Experienced Unemployment
- Disproportionately Impact Other Households: Member of Minority Group
- Disproportionately Impacted Low-Income Households and Populations

3. ***Transitional Job Crews*** – Subrecipient will utilize current and future worksite agreements with local government and community employers to place participants in

work-based learning opportunities. Participants will be organized into transitional job crews accompanied by a site supervisor.

2. ***Career Coaching Services*** – Subrecipient will provide career coaching and case management services that focuses on building employability skills to prepare participants for work experience, occupational training, and educational opportunities.

Services may include:

- Overcoming barriers to employment
- Identifying a career path
- Identifying strengths and obstacles
- Individual goal setting
- Job readiness skills training
- Job placement assistance
- Job retention services for up to one (1) year

3. ***Occupational Skills Training*** – Subrecipient will offer opportunities for participants to earn industry recognized certifications in sectors with family-sustaining earning potentials.

Virtual and in-person classes offered/supported will include:

- OSHA certification
- Licensing in flagging and warehousing
- Forklift certification
- Food handling certification
- Commercial Driver's License (CDL)
- Emerging Leaders Program

Subrecipient shall enter case notes, appropriate service codes, and outcomes data into the state CalJOBS system for enrolled participants.

II. SUBRECIPIENT RESPONSIBILITIES

A. AVAILABILITY TO PERFORM SERVICES

1. Subrecipient 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 all contracted services;
 - c. Provide program sustainability for duration of the Contract;
 - d. Provides services during scheduled business days and/or hours appropriate to program participants' needs;
 - e. Provide a regular location in Solano County where services can be reliably provided for program participants;
 - f. Provide internal monitoring and oversight of program activities and requirements;
 - g. Participate in project-wide technical assistance and staff development opportunities provided by the WDB;
 - h. Guarantee that all program services provided are readily accessible to eligible

individuals and meet Americans with Disabilities Act (ADA) and Equal Opportunity requirements;

- i. Enter participant data into the state CalJOBS system and maintain participant files, as appropriate; and
- j. 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 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 targeted population to be served. The services offered will be available throughout the year.

C. SUBRECIPIENT'S RESOURCES

Subrecipient will implement and coordinate ARPA Community Workforce services at its site(s) and shall provide all necessary instruction, 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 services within the county, and where feasible, ensure employment service activities take place within reasonable accessibility of public transportation and provide adequate, accessible free parking spaces for client use as needed.

In addition, facilities utilized will meet accessibility standards under the Americans with Disabilities Act (ADA). Subrecipient will provide equal access for individuals with disabilities for all public areas. 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. 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.

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 ARPA umbrella of services prior to implementation.

Any documents connected with the contract and that use Subrecipient 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.

G. DOCUMENTATION AND RECORDS

The Subrecipient must maintain documentation of ARPA eligibility, activities, and outcomes either in hard copy or digital form. In addition, the Subrecipient must maintain timely data entry of enrollment, services, and outcomes in the CalJOBS system. Fiscal documentation of expenditures must also be kept to a level that allows the tracing of funds to a level adequate to ensure funds haven't been spent, according to the terms and conditions of this contract. All documentation must be clearly identifiable and readily accessible.

The WDB and County of Solano 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 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 Subrecipient in the performance of this contract shall be the property of the WDB and shall be delivered upon request of the WDB. 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 shall report via CalJOBS system and in participant files any documentation and information relating to participant's enrollments, activities, and outcomes for reporting purposes. All services being offered and identified in the participant's file will be entered into CalJOBS and reviewed by WDB staff on a regular basis.

The Subrecipient must submit monthly performance reports containing quantitative outcomes in a format co-designed with the WDB. Reporting elements will include:

- Progress towards contract quantitative outcomes
- A brief narrative on project activities and progress towards project goals
- Any applicable success stories to share
- Any challenges or technical assistance needed
- Expenditures progress

I. OUTCOMES

Subrecipient will enroll 60 participants over the course of the contract from February 1, 2023, through January 31, 2024.

Measure	Goal
Number enrolled	60
Number of participants enrolled in sectoral job training programs	2
Percentage of training participants completing sectoral job training programs	35%
Number of participants enrolled in other short-term occupational trainings	18
Number of participants entering employment	24

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 modification or termination.

III. WDB RESPONSIBILITIES

The WDB staff will be responsible for the following:

1. Provide labor market information and county industry profiles as requested;
2. 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 ARPA programmatic 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 subrecipient staff in the areas of ARPA compliance, CalJOBS data entry and ARPA performance measures;
4. 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;
5. Ensure services align with community and industry needs;
6. Ensure compliance with all rules, regulations, and policies issued under ARPA;
7. Provide a standardized data system (CalJOBS) that can track and report participant outcomes for County of Solano's ARPA reporting;
8. Process payments for services; and
9. 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 ARPA upon written notification and in accordance with section 13 and 26 in Exhibit C.

**FIRST AMENDMENT TO STANDARD CONTRACT PY-22-012
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY AND
CALIFORNIA HUMAN DEVELOPMENT**

This First Amendment ("First Amendment") is entered into as of the first day of February 2024, between the WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY ("WDB") and CALIFORNIA HUMAN DEVELOPMENT. ("Subrecipient").

1. Recitals

- A. The parties entered into a contract dated February 1, 2023 (the "Contract"), in which Subrecipient agreed to provide American Recovery Plan Act (ARPA) Community Workforce Services through January 31, 2024.
- B. WDB now needs to extend the Contract for services for eight months, through September 30, 2024. Should WDB's contract with the County of Solano be extended, the WDB will notify Subrecipient through an administrative letter an extension of the term through January 31, 2025.
- C. This First Amendment represents an increase of \$175,000 for services and an eight-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:

The term of this Contract is: February 1, 2024 through September 30, 2024

B. Budget

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

The Maximum amount of this contract is \$325,000 (\$150,000 from the original contract and \$175,000 for the First Amendment.

Any portion of the maximum amount (\$150,000) provided for the Original Contract, not fully expended during the twelve-month term (February 1, 2023, through January 31, 2023), shall be carried over and made available under the First Amendment; not to exceed the maximum contract amount.

3. Scope of Work (Exhibit A)

Section I.B.5 "Related Assistance Only (RAO)" has been deleted in its entirety.

Section II.I "Outcomes" has been deleted in its entirety and replaced with:

Subrecipient will enroll 25 participants over the course of the contract.

Measure: 2 year span	Goal
Number participants enrolled	25
Number of participants receiving training services	15
Number of credentials attained	8
Number of participants obtaining employment	8

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.

4. Budget Detail and Payment Provisions (Exhibit B)

A. The matrix in Exhibit B of the Original Agreement has been deleted in its entirety and replaced with:

BUDGET SUMMARY (Cost Categories)	Year One (2/23 – 1/24)	Year Two (2/24-9/24)	TOTAL
PERSONNEL <i>(Includes Salary + Benefits)</i>			
Project Salaries and Benefits	\$59,706	\$66,503	\$126,209
SUBTOTAL PERSONNEL:	\$59,706	\$66,503	\$126,209
PARTICIPANT COSTS			
Vocational Training	\$76,950	\$87,625	\$164,575
SUBTOTAL TRAINING COSTS:	\$76,950	\$87,625	\$164,575
PROGRAM OPERATING COSTS			
Facilities	\$2,500	\$5,000	\$7,500
Office Supplies	\$500	\$500	\$1,000
Communication	\$1,242	\$1,800	\$3,042
Staff Travel	\$750	\$750	\$1,500
Outreach	\$450	\$0	\$450
SUBTOTAL OPERATING COSTS:	\$5,442	\$8,050	\$13,492
ADMINISTRATIVE COSTS (No More Than 10%)			
Administrative Costs	\$7,902	\$12,822	\$20,724
CONTRACT TOTALS:	\$150,000	\$175,000	\$325,000

B. Item 6 is deleted in its entirety and replaced with

The maximum payment under the terms of this contract shall under no circumstances exceed **\$325,000** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.

Except as set forth in this First 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, CEO
California Human Development

Approved as to Form:

Approved for Solano County:

Solano County Counsel

William Emlen, County Administrator
Solano County

EXHIBIT A SCOPE OF WORK

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE SUBRECIPIENT

1. Provide critical job training and support services and emergency supportive services for Migrant-Seasonal Farmworkers (MSFWs) in Solano County.
2. Provide employment-related services to Solano's vulnerable populations impacted by the negative economic impacts of COVID-19 that lead to reemployment and/or economic advancement.
3. Follow American Rescue Plan Act (ARPA) and Workforce Development Board (WDB) of Solano County's programmatic and administrative guidelines.
4. Leverage community resources and collaborative community partnerships to support individuals in improved access into the workforce.
5. Document, measure, and track participants' success in meeting program outcomes.

B. SERVICE ACTIVITIES

Subrecipient will provide the service activities as listed below to accomplish the goal of the ARPA Community Workforce Grant:

1. ***Outreach and Enrollment*** – Subrecipient shall conduct activities to attract, inform and prepare eligible MSFW participants in the program services offered through the contract. Outreach will be conducted throughout Solano County, with services based in Dixon.
2. ***Eligibility Determination***– Subrecipient shall be responsible for eligibility determination for ARPA Community Workforce Grant services for participants receiving services under this contract. This includes ensuring that all participants meet eligibility requirements per ARPA policies and Workforce Development Board (WDB) guidance.

ARPA participant eligibility requirements:

- A Solano County resident or employed in Solano County;
- Able to work in the U.S. and be able to fulfill Form I-requirements; AND
- Meets an eligible ARPA participant population as outlined in *WDB 2022-03 ARPA Eligibility and Enrollment Policy*

The primary and secondary ARPA populations identified for this contract are:

- Impacted Households that Experienced Unemployment
- Disproportionately Impacted Low-Income Households and Populations

3. ***Job Training***– Subrecipient will utilize current and future worksite agreements with local government and community employees to place participants in work-based learning opportunities to include, but not limited to, the following:

- Basic Career Services
- Job Training
- Training related allowances
- Work experience opportunities

- Job readiness, Job development and Job placement
 - Emergency Supportive Services
 - Participant referrals to Health resources in the community
 - Participant outreach about the CDC guidelines for Covid-19 prevention and other transmissible diseases
 - Participant referrals to health webinars or workshops under different health entities
4. **Career Services** – Subrecipient will provide career services that focus on building employability skills to prepare MSFWs of Solano County for work. Through individual assessments and ongoing case management, CHD case managers and staff will identify needs-assistance.

Services provided will include:

- Assessment of skill levels
 - Development of an Individual Employment/Educational Plan (IEP)
 - Provision of WIOA Basic Career Services
 - Work experience, as appropriate
 - Referrals to community services, as needed
5. **Related Assistance Only (RAO)** – Subrecipient will aid participants with essential services including emergency support services such as nutrition and shelter. CHD will provide MSFWs with rapid response efforts during disaster and crisis situations. RAO may also include childcare, motel/residential vouchers, car repairs, food vouchers and medical assistance.
6. **Job Development, Placement, and Follow up** – Subrecipient will develop jobs for MSFWs. Case Managers will provide job leads, and match openings with work goals of individual participants who have completed basic career training. Best match individuals are prepared for interviews, employer expectations, developing resumes and mock interviews. Follow up services will begin day one (1) for a minimum of 12 months, providing extended case management and support services to ensure permanent employment.

Subrecipient shall enter case notes, appropriate service codes, and outcomes data into the state CalJOBS system for enrolled participants.

II. SUBRECIPIENT RESPONSIBILITIES

A. AVAILABILITY TO PERFORM SERVICES

1. Subrecipient 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 all contracted services;
 - c. Provide program sustainability for duration of the Contract;
 - d. Provides services during scheduled business days and/or hours appropriate to program participants' needs;

- e. Provide a regular location in Solano County where services can be reliably provided for program participants;
- f. Provide internal monitoring and oversight of program activities and requirements;
- g. Participate in project-wide technical assistance and staff development opportunities provided by the WDB;
- h. Guarantee that all program services provided are readily accessible to eligible individuals and meet Americans with Disabilities Act (ADA) and Equal Opportunity requirements;
- i. Enter participant data into the state CalJOBS system and maintain participant files, as appropriate; and
- j. 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 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 CHD's MSFW participants. The services offered will be available throughout the year.

C. SUBRECIPIENT'S RESOURCES

Subrecipient will implement and coordinate ARPA Community Workforce 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 services within the county, and where feasible, ensure employment service activities take place within reasonable accessibility of public transportation and provide adequate, accessible free parking spaces for client use as needed.

In addition, facilities utilized will meet accessibility standards under the Americans with Disabilities Act (ADA). Subrecipient will provide equal access for individuals with disabilities for all public areas. 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. 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.

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 ARPA umbrella of services prior to implementation.

Any documents connected with the contract and that use Subrecipient 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.

G. DOCUMENTATION AND RECORDS

The Subrecipient must maintain documentation of ARPA eligibility, activities, and outcomes either in hard copy or digital form. In addition, the Subrecipient must maintain timely data entry of enrollment, services, and outcomes in the CalJOBS system. Fiscal documentation of expenditures must also be kept to a level that allows the tracing of funds to a level adequate to ensure funds haven’t been spent, according to the terms and conditions of this contract. All documentation must be clearly identifiable and readily accessible.

The WDB and County of Solano 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 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 Subrecipient in the performance of this contract shall be the property of the WDB and shall be delivered upon request of the WDB. 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 shall report via CalJOBS system and in participant files any documentation and information relating to participant’s enrollments, activities, and outcomes for reporting purposes. All services being offered and identified in the participant’s file will be entered into CalJOBS and reviewed by WDB staff on a regular basis.

The Subrecipient must submit monthly performance reports containing quantitative outcomes in a format co-designed with the WDB. Reporting elements will include:

- Progress towards contract quantitative outcomes
- A brief narrative on project activities and progress towards project goals
- Any applicable success stories to share
- Any challenges or technical assistance needed
- Expenditures progress

I. OUTCOMES

Subrecipient will enroll 10 participants over the course of the contract from February 1, 2023, through January 31, 2024.

Measure: 2 year span	Goal
Number participants enrolled	10
Number of participants receiving individualized services	3
Number of participants receiving training services	8
Number of credentials attained	3
Number of participants receiving Related Assistance	2
Number of participants obtaining employment	3

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. Provide labor market information and county industry profiles as requested;
2. 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 ARPA programmatic 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 subrecipient staff in the areas of ARPA compliance, CalJOBS data entry and ARPA performance measures;
4. 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;
5. Ensure services align with community and industry needs;
6. Ensure compliance with all rules, regulations, and policies issued under ARPA;
7. Provide a standardized data system (CalJOBS) that can track and report participant outcomes for County of Solano's ARPA reporting;
8. Process payments for services; and
9. Include subrecipient staff in appropriate 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 ARPA upon written notification and in accordance with section 13 and 26 in Exhibit C.

**FIRST AMENDMENT TO STANDARD CONTRACT PY-22-015
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY AND
CLUB STRIDE INC.**

This First Amendment ("First Amendment") is entered into as of the first day of February 2024, between the WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY ("WDB") and CLUB STRIDE, INC. ("Contractor").

1. Recitals

- A. The parties entered into a contract dated February 1, 2023 (the "Contract"), in which Contractor agreed to provide American Recovery Plan Act (ARPA) Community Workforce Services through January 31, 2024.
- B. WDB now needs to extend the Contract for services for eight months, through September 30, 2024. Should WDB's contract with the County of Solano be extended, the WDB will notify Contractor through an administrative letter an extension of the term through January 31, 2025.
- C. This First Amendment represents an increase of \$75,000 for services and an eight-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:

The term of this Contract is: February 1, 2024 through September 30, 2024

B. Budget

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

The Maximum amount of this contract is \$150,000 (\$75,000 from the original contract and \$75,000 for the First Amendment.

Any portion of the maximum amount (\$75,000) provided for the Original Contract, not fully expended during the twelve-month term (February 1, 2023, through January 31, 2024), shall be carried over and made available under the First Amendment; not to exceed the maximum contract amount.

3. Scope of Work (Exhibit A)

Section II.I "Outcomes" has been deleted in its entirety and replaced with:

Contractor will provide community workforce services for up to 30 clients over the course of the contract.

Measure	Goal
Number of participants enrolled	30
Number of individuals enrolled in sectoral job training programs	30
Percentage of participants completing sectoral job training programs	70%
Number of participants enrolled in micro-internship	4

If actual performance deviates more than 15% from the agreed upon performance measures, the Contractor 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. Budget Detail and Payment Provisions (Exhibit B)

A. The matrix in Exhibit B of the Original Agreement, Budget Matrix Revision dated 9/1/23, and Budget Matrix Revision dated 12/1/23, has been deleted in its entirety and replaced with:

BUDGET SUMMARY (Cost Categories)	Year One (2/23 – 1/24)	Year Two (2/24 – 9/25)	TOTAL
PERSONNEL <i>(Includes Salary + Benefits)</i>			
Project Salaries and Benefits	\$28,200	\$23,000	\$51,200
SUBTOTAL PERSONNEL:	\$28,200	\$23,000	\$51,200
PARTICIPANT COSTS			
Participant Stipends	\$23,000	\$30,000	\$53,000
Supportive Services	\$1,800	\$1,800	\$3,600
SUBTOTAL TRAINING COSTS:	\$24,800	\$31,800	\$56,600
PROGRAM OPERATING COSTS			
Learning Software	\$4,200	\$10,800	\$15,000
Contracted Instructors	\$10,800	\$1,000	\$11,800
Outreach	\$3,000	\$5,000	\$8,000
SUBTOTAL OPERATING COSTS:	\$18,000	\$16,800	\$34,800
ADMINISTRATIVE COSTS (No More Than 10%)			
Administrative Costs	\$4,000	\$3,400	\$7,400
CONTRACT TOTALS:	\$75,000	\$75,000	\$150,000

B. Item 6 is deleted in its entirety and replaced with

The maximum payment under the terms of this contract shall under no circumstances exceed **\$150,000** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.

Except as set forth in this First 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

Rhonda Renfro, Executive Director
Club Stride Inc.

Approved as to Form:

Approved for Solano County:

Solano County Counsel

William Emlen, County Administrator
Solano County

EXHIBIT A SCOPE OF WORK

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE CONTRACTOR

1. Provide essential digital marketing skills that promote digital literacy and prepares targeted Vallejo young adults to successfully participate in digital economies;
2. Provide employment-related services to Solano’s vulnerable populations impacted by the negative economic impacts of COVID-19 that lead to reemployment and/or economic advancement.
3. Follow American Rescue Plan Act (ARPA) and Workforce Development Board (WDB) of Solano County’s programmatic and administrative guidelines.
4. Leverage community resources and collaborative community partnerships to support Vallejo communities in improved access into the workforce.
5. 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 Community Workforce Grant:

1. ***Outreach and Recruitment*** – Contractor will conduct participant recruitment activities to attract, inform and prepare eligible minority youth in Vallejo. Contractor will leverage its partnership with Vallejo High School for recruitment.
2. ***Eligibility Determination*** – Contractor will refer potential participants to the WDB for eligibility determination for ARPA Community Workforce Grant services. Contractor will support the WDB in collecting any required documentation or paperwork. The WDB will have the final approval of participants to be enrolled in ARPA services.

ARPA participant eligibility requirements:

- A Solano County resident or employed in Solano County;
- Able to work in the U.S. and be able to fulfill Form I-requirements; AND
- Meets an eligible ARPA participant population as outlined in *WDB 2022-03 ARPA Eligibility and Enrollment Policy*

The primary and secondary ARPA populations identified for this contract are:

- Disproportionately Impacted Other Households: Under 35 Years of Age
- Disproportionately Impacted Other Households: Member of Minority Group

3. ***Boot Camp*** – Contractor will provide participants a 16-week Boot Camp to build skills relating to digital marketing. The Boot Camp curriculum will include experiential project-based learning activities delivered through live and online classes. The Boot Camp will include seven areas of digital marketing:

- Search Engine Optimization (SEO)
- Web Analytics

- Pay-Per-Click
- Conversion Optimization
- Email Marketing
- Content Marketing
- Social Media Marketing

At least two professional media technology workshops will be conducted per bootcamp cohort, focused on content creation, media technology, and career development. A post-course module will be provided on Building a Digital Marketing Portfolio.

4. ***Coaching and Workplace Preparation*** – Participants will receive personalized support to complete the bootcamp and project activities. Contractor will provide resume building and career resources platforms to support learning.
5. ***Work Experience*** – Contractor will work with local business partnerships to provide paid micro-internships (short-term, paid client assignments) to build experience and income.
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 a regular location in Solano County where services can be reliably provided for program participants;
- f. Provide internal monitoring and oversight of program activities and requirements;
- g. Participate in project-wide technical assistance and staff development opportunities provided by the WDB;
- h. Guarantee that all program services provided are readily accessible to eligible individuals and meet Americans with Disabilities Act (ADA) and Equal Opportunity requirements;
- i. Enter participant data into the state CalJOBS system and maintain participant files, as appropriate; and

- j. 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. The services offered will be available throughout the year.

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. LOCATION OF SERVICES

Contractor will locate services within the county, and where feasible, ensure employment services activities take place within reasonable accessibility of public transportation and provide adequate, accessible free parking spaces for client use as needed.

E. 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.

F. 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.

G. 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.

H. 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 must submit monthly performance reports containing quantitative outcomes in a format co-designed with the WDB. Reporting elements will include:

- Progress towards contract quantitative outcomes
- A brief narrative on project activities and progress towards project goals
- Any applicable success stories to share
- Any challenges or technical assistance needed
- Expenditures progress

I. OUTCOMES

Contractor will provide community workforce services for up to 10 clients over the course of the contract from February 1, 2023, through January 31, 2024.

Measure	Goal
Number of participants enrolled	10
Number of individuals enrolled in sectoral job training programs	10
Percentage of participants completing sectoral job training programs	70%
Number of participants enrolled in micro-internship	1

If actual performance deviates more than 15% from the agreed upon performance measures, the Contractor 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. Partner on outreach and recruitment of training participants. Develop an eligibility and intake process in partnership with Contractor and provide eligibility determination of participants entering project activities;
2. Provide case management, data entry, documentation maintenance, and outcome tracking for participants entering project activities;
3. 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.
4. Provide technical assistance to Contractor staff in the areas of ARPA compliance, CalJOBS data entry and ARPA performance measures;
 5. 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;
 6. Ensure compliance with all rules, regulations, and policies issued under ARPA;
 7. Process payments for services; and
 8. Include Contractor staff in appropriate ongoing professional development and training.

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.

**FIRST AMENDMENT TO STANDARD CONTRACT PY-22-016
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY AND
GOODWILL OF THE SAN FRANCISCO BAY**

This First Amendment ("First Amendment") is entered into as of the first day of February 2024, between the WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY ("WDB") and GOODWILL OF THE SAN FRANCISCO BAY ("Subrecipient").

1. Recitals

- A. The parties entered into a contract dated February 1, 2023 (the "Contract"), in which Subrecipient agreed to provide American Recovery Plan Act (ARPA) Community Workforce Services through January 31, 2024.
- B. WDB now needs to extend the Contract for services for eight months, through September 30, 2024. Should WDB's contract with the County of Solano be extended, the WDB will notify Subrecipient through an administrative letter an extension of the term through January 31, 2025.
- C. This First Amendment represents an increase of \$150,000 for services and an eight-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:

The term of this Contract is: February 1, 2024, through September 30, 2024

B. Budget

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

The Maximum amount of this contract is \$300,000 (\$150,000 from the original contract and \$150,000 for the First Amendment.

Any portion of the maximum amount (\$150,000) provided for the Original Contract, not fully expended during the twelve-month term (February 1, 2023, through January 31, 2023), shall be carried over and made available under the First Amendment; not to exceed the maximum contract amount.

3. Scope of Work (Exhibit A)

Section II.I "Outcomes" has been deleted in its entirety and replaced with:

Subrecipient will enroll 100 participants over the course of the contract.

Measure	Goal
Number of Participants Enrolled	100
Complete Job Readiness Training	80%
Percentage of Training Completers Entering Employment	80%
Transitional Employment	15
Employment Retention past 90 days	80%

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.

4. Budget Detail and Payment Provisions (Exhibit B)

A. The matrix in Exhibit B of the Original Agreement, and Budget Matrix Revision dated 2/24/23 has been deleted in its entirety and replaced with:

BUDGET SUMMARY (Cost Categories)	Year One (2/23 – 1/24)	Year Two (2/24 – 9/24)	TOTAL
PERSONNEL <i>(Includes Salary + Benefits)</i>			
Career Services Staff	\$95,502	\$95,502	\$191,004
SUBTOTAL PERSONNEL:	\$95,502	\$95,502	\$191,004
COSTS			
Supportive Services	\$20,000	\$20,000	\$40,000
Participant Wages and Benefits	\$20,880	\$20,880	\$41,760
SUBTOTAL TRAINING COSTS:	\$40,880	\$40,880	\$81,760
ADMINISTRATIVE COSTS <i>(No More Than 10%)</i>			
Administrative Costs	\$13,618	\$13,618	\$27,236
CONTRACT TOTALS:	\$150,000	\$150,000	\$300,000

B. Item 6 is deleted in its entirety and replaced with

The maximum payment under the terms of this contract shall under no circumstances exceed **\$300,000** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.

Except as set forth in this First 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

Nare Jagroop, CFO
Goodwill of the San Francisco Bay

Approved as to Form:

Approved for Solano County:

Solano County Counsel

William Emlen, County Administrator
Solano County

EXHIBIT A SCOPE OF WORK

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE SUBRECIPIENT

1. Provide critical job training and support services for low-income adults in Fairfield and Vallejo, identified as High Priority service areas.
2. Provide employment-related services to Solano's vulnerable populations impacted by the negative economic impacts of COVID-19 that lead to reemployment and/or economic advancement.
3. Follow American Rescue Plan Act (ARPA) and Workforce Development Board (WDB) of Solano County's programmatic and administrative guidelines.
4. Leverage community resources and collaborative community partnerships to support individuals looking to enhance their job skills.
5. Document, measure, and track participants' success in program outcomes.

B. SERVICE ACTIVITIES

Subrecipient will provide the service activities as defined below to accomplish the goal of the American Rescue Plan Act (ARPA) Community Workforce Grant:

1. ***Outreach and Enrollment*** – Subrecipient shall conduct activities to attract, inform and prepare eligible Goodwill participants in the program services offered through the contract. Outreach will be conducted throughout Solano County including orientations and assessments at community locations, with services based in Fairfield and Vallejo.
2. ***Intake and Eligibility Determination*** – Subrecipient will conduct an intake screening for eligibility and enrollment for each potential participants, including identification of any employment barriers. Subrecipient shall be responsible for eligibility determination for ARPA Community Workforce Grant services for participants receiving services under this contract. This includes ensuring that all participants meet eligibility requirements per ARPA policies and Workforce Development Board (WDB) guidance.

ARPA participant eligibility requirements:

- A Solano County resident or employed in Solano County;
- Able to work in the U.S. and be able to fulfill Form I-requirements; AND
- Meets an eligible ARPA participant population as outlined in *WDB 2022-03 ARPA Eligibility and Enrollment Policy*

The primary and secondary ARPA populations identified for this contract are:

- Impacted Households that Experienced Unemployment
- Disproportionately Impacted Households and populations residing in Qualified Census Tracts
- Disproportionately Impacted Low Income Households and Populations

3. ***Career Services*** – Subrecipient will provide career services that focus on building employability skills to prepare Goodwill participants for work experience. Through individual assessments and ongoing case management, Goodwill Case managers and staff identify needs-assistance. Services will be outlined in the participant's Individual Career Development Plan (ICDP) and shared with external partners to reduce redundancies in service.

Services include will include:

- Job Readiness Training, a five-day workshop at the Vallejo or Fairfield Career Center
 - Guided job search with daily action plans
 - Access to Dress for Success clothing closet
 - Job placement assistance
 - Guest employer speakers
 - Job fairs
 - Referrals to needed supportive services
4. ***Transitional Employment*** – Subrecipient will utilize its social enterprise operations to provide transitional employment opportunities in retail store operations, donation center support, office assistance, and custodial support. Transitional employment will be scheduled for up to 20 hours per week for up to 30 days. Career Advisors will conduct the onboarding and workplace orientation of participants and serve as coaches and mentors during the transitional employment placement.
5. ***Retention Services*** – Subrecipient will provide retention follow up services for 12 months, follow up calls for individuals at 30- and 90-days increments, 6 months and 1 year. If a participant is terminated or dismissed, the Career Coach will re-engage job seeker with more training or placement services, as needed. career center staff will also reach out to employers and address any issues.

Subrecipient shall enter case notes, appropriate service codes, and outcomes data into the state CalJOBS system for enrolled participants on a weekly basis.

II. SUBRECIPIENT RESPONSIBILITIES

A. AVAILABILITY TO PERFORM SERVICES

1. Subrecipient 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 all contracted services;
 - c. Provide program sustainability for duration of the Contract;
 - d. Provides services during scheduled business days and/or hours appropriate to program participants' needs;
 - e. Provide a regular location in Solano County where services can be reliably provided for program participants;
 - f. Provide internal monitoring and oversight of program activities and requirements;
 - g. Participate in project-wide technical assistance and staff development opportunities provided by the WDB;
 - h. Guarantee that all program services provided are readily accessible to eligible individuals and meet Americans with Disabilities Act (ADA) and Equal Opportunity requirements;
 - i. Enter participant data into the state CalJOBS system and maintain participant files, as appropriate; and

- j. 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 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 participants. The services offered will be available throughout the year.

C. SUBRECIPIENT'S RESOURCES

Subrecipient will implement and coordinate ARPA Community Workforce 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 services within the county, and where feasible, ensure employment service activities take place within reasonable accessibility of public transportation and provide adequate, accessible free parking spaces for client use as needed.

In addition, facilities utilized will meet accessibility standards under the Americans with Disabilities Act (ADA). Subrecipient will provide equal access for individuals with disabilities for all public areas. 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. 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.

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 ARPA umbrella of services prior to implementation.

Any documents connected with the contract and that use Subrecipient 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.

G. DOCUMENTATION AND RECORDS

The Subrecipient must maintain documentation of ARPA eligibility, activities, and outcomes either in hard copy or digital form. In addition, the Subrecipient must maintain timely data entry of enrollment, services, and outcomes in the CalJOBS system. Fiscal documentation of expenditures must also be kept to a level that allows the tracing of funds

to a level adequate to ensure funds haven't been spent, according to the terms and conditions of this contract. All documentation must be clearly identifiable and readily accessible.

The WDB and County of Solano 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 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 Subrecipient in the performance of this contract shall be the property of the WDB and shall be delivered upon request of the WDB. 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 shall report via CalJOBS system and in participant files any documentation and information relating to participant's enrollments, activities, and outcomes for reporting purposes. All services being offered and identified in the participant's file will be entered into CalJOBS and reviewed by WDB staff on a regular basis.

The Subrecipient must submit monthly performance reports containing quantitative outcomes in a format co-designed with the WDB. Reporting elements will include:

- Progress towards contract quantitative outcomes
- A brief narrative on project activities and progress towards project goals
- Any applicable success stories to share
- Any challenges or technical assistance needed
- Expenditures progress

I. OUTCOMES

Subrecipient will enroll 120 participants over the course of the contract from February 1, 2023, through January 31, 2024.

Measure	Goal
Number of Participants Enrolled	50
Complete Job Readiness Training	80%
Percentage of Training Completers Entering Employment	80%
Transitional Employment	7
Employment Retention past 90 days	80%

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. Provide labor market information and county industry profiles as requested;
2. 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 ARPA programmatic 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 subrecipient staff in the areas of ARPA compliance, CalJOBS data entry and ARPA performance measures;
4. 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;
5. Ensure services align with community and industry needs;
6. Ensure compliance with all rules, regulations, and policies issued under ARPA;
7. Provide a standardized data system (CalJOBS) that can track and report participant outcomes for County of Solano's ARPA reporting;
8. Process payments for services; and
9. Include subrecipient staff in appropriate 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 ARPA upon written notification and in accordance with section 13 and 26 in Exhibit C.

**FIRST AMENDMENT TO STANDARD CONTRACT PY-22-017
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY AND
MISSION SAMOA INC.**

This First Amendment ("First Amendment") is entered into as of the first day of February 2024, between the WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY ("WDB") and MISSION SAMOA INC. ("Subrecipient").

1. Recitals

- A. The parties entered into a contract dated February 1, 2023 (the "Contract"), in which Subrecipient agreed to provide American Recovery Plan Act (ARPA) Community Workforce Services through January 31, 2024.
- B. WDB now needs to extend the Contract for services for eight months, through September 30, 2024. Should WDB's contract with the County of Solano be extended, the WDB will notify Subrecipient through an administrative letter an extension of the term through January 31, 2025.
- C. This First Amendment represents an increase of \$150,000 for services and an eight-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:

The term of this Contract is: February 1, 2024, through September 30, 2024

B. Budget

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

The Maximum amount of this contract is \$300,000 (\$150,000 from the original contract and \$150,000 for the First Amendment.

Any portion of the maximum amount (\$300,000) provided for the Original Contract, not fully expended during the twelve-month term (February 1, 2023, through January 31, 2024), shall be carried over and made available under the First Amendment; not to exceed the maximum contract amount.

3. Scope of Work (Exhibit A)

Section II.I "Outcomes" has been deleted in its entirety and replaced with:

Subrecipient will enroll 40 participants over the course of the contract.

Measure	Goal
Number of Participants Enrolled	40
Complete Job Readiness Training	85%
Percentage of Training Completers Entering Employment	85%

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.

4. Budget Detail and Payment Provisions (Exhibit B)

A. The matrix in Exhibit B of the Original Agreement, and Revised Budget Matrix dated 8/4/23 have been deleted in their entirety and replaced with:

BUDGET SUMMARY (Cost Categories)	Year One (2/23 – 1/24)	Year Two (2/24 – 9/24)	TOTAL
PERSONNEL <i>(Includes Salary + Benefits)</i>			
Career Services Staff	\$72,120	\$72,120	\$144,240
SUBTOTAL PERSONNEL:	\$72,120	\$72,120	\$144,240
PARTICIPANT COSTS			
Facilitators	\$20,680	\$20,680	\$41,360
Stipends	\$7,200	\$7,200	\$14,400
Supportive Services	\$0	\$0	\$0
SUBTOTAL TRAINING COSTS:	\$27,880	\$27,880	\$55,760
PROGRAM OPERATING COSTS			
Rent and Utilities	\$29,600	\$29,600	\$59,200
Office Supplies	\$3,600	\$3,600	\$7,200
Travel	\$1,800	\$1,800	\$3,600
SUBTOTAL OPERATING COSTS:	\$35,000	\$35,000	\$70,000
ADMINISTRATIVE COSTS (No More Than 10%)			
Administrative Costs	\$15,000	\$15,000	\$30,000
CONTRACT TOTALS:	\$150,000	\$150,000	\$300,000

B. Item 6 is deleted in its entirety and replaced with

The maximum payment under the terms of this contract shall under no circumstances exceed **\$300,000** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.

Except as set forth in this First 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

Eugene Ahu, Director
Mission Samoa Inc.

Approved as to Form:

Approved for Solano County:

Solano County Counsel

William Emlen, County Administrator
Solano County

EXHIBIT A SCOPE OF WORK

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE SUBRECIPIENT

1. Provide critical job training and support services for low-income adults in Fairfield and Vallejo, identified as High Priority service areas.
2. Provide employment-related services to Solano’s vulnerable populations impacted by the negative economic impacts of COVID-19 that lead to reemployment and/or economic advancement.
3. Follow American Rescue Plan Act (ARPA) and Workforce Development Board (WDB) of Solano County’s programmatic and administrative guidelines.
4. Leverage community resources and collaborative community partnerships to support individuals looking to enhance their job skills.
5. Document, measure, and track participants’ success in program outcomes.

B. SERVICE ACTIVITIES

Subrecipient will provide the service activities as defined below to accomplish the goal of the American Rescue Plan Act (ARPA) Community Workforce Grant:

1. ***Outreach and Enrollment*** – Subrecipient shall conduct activities to attract, inform and prepare eligible participants in the program services offered through the contract. Outreach will be conducted throughout Solano County including orientations and assessments at community locations, with services based in Fairfield and Vallejo.
2. ***Intake and Eligibility Determination*** – Subrecipient will conduct an intake screening including a thorough needs assessment. Subrecipient shall be responsible for eligibility determination for ARPA Community Workforce Grant services for participants receiving services under this contract. This includes ensuring that all participants meet eligibility requirements per ARPA policies and Workforce Development Board (WDB) guidance.

ARPA participant eligibility requirements:

- A Solano County resident or employed in Solano County;
- Able to work in the U.S. and be able to fulfill Form I-requirements; AND
- Meets an eligible ARPA participant population as outlined in *WDB 2022-03 ARPA Eligibility and Enrollment Policy*

The primary and secondary ARPA populations identified for this contract are:

- Disproportionately Impacted Other: Members of a Minority Group
- Disproportionately Impacted Other: Low Level of Education
- Disproportionately Impacted Other: Under 35 Years of Age

3. ***Career Services*** – Subrecipient will provide career services that focus on building employability skills to prepare participants for work experience. Services will be outlined in the participant’s plan and case managers connect with participants weekly.

Services include will include:

- Temporary housing
- Customized job skills training course

- Job placement assistance
- Referrals to needed supportive services

4. ***Short-Term Occupational Training*** – Subrecipient will provide participants the opportunity to participate in one of four on-site job training programs. Participants can be certified within 90 days.

Training options include:

- Forklift Job Training Certification
- Auto Mechanic Job Training Certification
- Security Job Training Certification
- Warehouse Job Training Certification

Subrecipient shall enter case notes, appropriate service codes, and outcomes data into the state CalJOBS system for enrolled participants on a weekly basis.

II. SUBRECIPIENT RESPONSIBILITIES

A. AVAILABILITY TO PERFORM SERVICES

1. Subrecipient 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 all contracted services;
- c. Provide program sustainability for duration of the Contract;
- d. Provides services during scheduled business days and/or hours appropriate to program participants' needs;
- e. Provide a regular location in Solano County where services can be reliably provided for program participants;
- f. Provide internal monitoring and oversight of program activities and requirements;
- g. Participate in project-wide technical assistance and staff development opportunities provided by the WDB;
- h. Guarantee that all program services provided are readily accessible to eligible individuals and meet Americans with Disabilities Act (ADA) and Equal Opportunity requirements;
- i. Enter participant data into the state CalJOBS system and maintain participant files, as appropriate; and
- j. 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 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 participants. The services offered will be available throughout the year.

C. SUBRECIPIENT'S RESOURCES

Subrecipient will implement and coordinate ARPA Community Workforce 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 services within the county, and where feasible, ensure employment service activities take place within reasonable accessibility of public transportation and provide adequate, accessible free parking spaces for client use as needed.

In addition, facilities utilized will meet accessibility standards under the Americans with Disabilities Act (ADA). Subrecipient will provide equal access for individuals with disabilities for all public areas. 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. 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.

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 ARPA umbrella of services prior to implementation.

Any documents connected with the contract and that use Subrecipient 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.

G. DOCUMENTATION AND RECORDS

The Subrecipient must maintain documentation of ARPA eligibility, activities, and outcomes either in hard copy or digital form. In addition, the Subrecipient must maintain timely data entry of enrollment, services, and outcomes in the CalJOBS system. Fiscal documentation of expenditures must also be kept to a level that allows the tracing of funds to a level adequate to ensure funds haven't been spent, according to the terms and conditions of this contract. All documentation must be clearly identifiable and readily accessible.

The WDB and County of Solano 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 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 Subrecipient in the performance of this contract shall be the property of the WDB and shall be delivered upon request of the WDB. 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 shall report via CalJOBS system and in participant files any documentation and information relating to participant's enrollments, activities, and outcomes for reporting purposes. All services being offered and identified in the participant's file will be entered into CalJOBS and reviewed by WDB staff on a regular basis.

The Subrecipient must submit monthly performance reports containing quantitative outcomes in a format co-designed with the WDB. Reporting elements will include:

- Progress towards contract quantitative outcomes
- A brief narrative on project activities and progress towards project goals
- Any applicable success stories to share
- Any challenges or technical assistance needed
- Expenditures progress

I. OUTCOMES

Subrecipient will enroll 20 participants over the course of the contract from February 1, 2023, through January 31, 2024.

Measure	Goal
Number of Participants Enrolled	20
Complete Job Readiness Training	85%
Percentage of Training Completers Entering Employment	85%

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. Provide labor market information and county industry profiles as requested;
2. 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 ARPA programmatic 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 subrecipient staff in the areas of ARPA compliance, CalJOBS data entry and ARPA performance measures;
 4. 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;
 5. Ensure services align with community and industry needs;
 6. Ensure compliance with all rules, regulations, and policies issued under ARPA;
 7. Provide a standardized data system (CalJOBS) that can track and report participant outcomes for County of Solano’s ARPA reporting;
 8. Process payments for services; and
 9. Include subrecipient staff in appropriate 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 ARPA upon written notification and in accordance with section 13 and 26 in Exhibit C.

**FIRST AMENDMENT TO STANDARD CONTRACT PY-22-018
BETWEEN THE WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY AND
VASA EDUCATIONAL SERVICES**

This First Amendment ("First Amendment") is entered into as of the first day of February 2024, between the WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY ("WDB") and VASA EDUCATIONAL SERVICES ("Contractor").

1. Recitals

- A. The parties entered into a contract dated February 1, 2023 (the "Contract"), in which Contractor agreed to provide American Recovery Plan Act (ARPA) Community Workforce Services through January 31, 2024.
- B. WDB now needs to extend the Contract for services for eight months, through September 30, 2024. Should WDB's contract with the County of Solano be extended, the WDB will notify Contractor through an administrative letter an extension of the term through January 31, 2025.
- C. This First Amendment represents an increase of \$25,000 for services and an eight-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:

The term of this Contract is: February 1, 2024, through September 30, 2024

B. Budget

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

The Maximum amount of this contract is \$50,000 (\$25,000 from the original contract and \$25,000 for the First Amendment.

Any portion of the maximum amount (\$25,000) provided for the Original Contract, not fully expended during the twelve-month term (February 1, 2023, through January 31, 2023), shall be carried over and made available under the First Amendment; not to exceed the maximum contract amount.

3. Scope of Work (Exhibit A)

Section II.I "Outcomes" has been deleted in its entirety and replaced with:

Contractor will provide community workforce services for up to 20 clients over the course of the contract.

Measure	Goal
Number of participants enrolled	20
Number of individuals enrolled in sectoral job training programs	20
Percentage of participants completing sectoral job training programs	80%
Participants beginning carpenters' pre-apprenticeship program	10

If actual performance deviates more than 15% from the agreed upon performance measures, the Contractor 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. Budget Detail and Payment Provisions (Exhibit B)

A. The matrix in Exhibit B of the Original Agreement, and Revised Budget Matrix dated 8/4/23, and Revised Budget Matrix dated 10/23/23, has been deleted in its entirety and replaced with:

BUDGET SUMMARY (Cost Categories)	Year One (2/23 – 1/24)	Year Two (2/24 – 9/24)	TOTAL
PERSONNEL <i>(Includes Salary + Benefits)</i>			
Program Manager Salary and Benefits	\$1,550	\$1,550	\$3,100
SUBTOTAL PERSONNEL:	\$1,550	\$1,550	\$3,100
PARTICIPANT COSTS			
Participant Stipends	\$11,000	\$11,000	\$22,000
Participant Supplies	\$1,850	\$1,850	\$3,700
SUBTOTAL TRAINING COSTS:	\$12,850	\$12,850	\$25,700
PROGRAM OPERATING COSTS			
Career Coaching Contractor	\$1,000	\$1,000	\$2,000
Carpentry Instructor	\$6,000	\$6,000	\$12,000
Operating Expenses	\$2,500	\$2,500	\$5,000
SUBTOTAL OPERATING COSTS:	\$9,500	\$9,500	\$19,000
ADMINISTRATIVE COSTS (No More Than 10%)			
Administrative Costs	\$1,100	\$1,100	\$2,200
CONTRACT TOTALS:	\$25,000	\$25,000	\$50,000

B. Item 6 is deleted in its entirety and replaced with

The maximum payment under the terms of this contract shall under no circumstances exceed **\$50,000** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.

Except as set forth in this First 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

Adjoa McDonald, Board President
VASA Educational Services

Approved as to Form:

Approved for Solano County:

Solano County Counsel

William Emlen, County Administrator
Solano County

EXHIBIT A SCOPE OF WORK

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE CONTRACTOR

1. Provide an engaging Carpentry/Skilled Trades Pathway program to targeted Solano County young adults to successfully make the transition into a career in carpentry;
2. Provide employment-related services to Solano’s vulnerable populations impacted by the negative economic impacts of COVID-19 that lead to reemployment and/or economic advancement.
3. Follow American Rescue Plan Act (ARPA) and Workforce Development Board (WDB) of Solano County’s programmatic and administrative guidelines.
4. Leverage community resources and collaborative community partnerships to support young adults in targeted Vallejo communities in improved access into the workforce.
5. 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 Community Workforce Grant:

1. ***Outreach and Recruitment*** – Contractor will provide participant recruitment activities to attract, inform and prepare eligible youth in Vallejo who have previously been homeless, in foster care, or having a low level of education for the Build Your Future Project services offered through the contract.
2. ***Eligibility Determination*** – Contractor will refer potential participants to the WDB for eligibility determination for ARPA Community Workforce Grant services. Contractor will support the WDB in collecting any required documentation or paperwork. The WDB will have the final approval of participants to be enrolled in ARPA services.

ARPA participant eligibility requirements:

- A Solano County resident or employed in Solano County;
- Able to work in the U.S. and be able to fulfill Form I-requirements; AND
- Meets an eligible ARPA participant population as outlined in *WDB 2022-03 ARPA Eligibility and Enrollment Policy*

The primary and secondary ARPA populations identified for this contract are:

- Disproportionately Impacted Other Households: Under 35 Years of Age
 - Disproportionately Impacted Households and populations residing in Qualified Census Tracts
 - Disproportionately Impacted Other Households: Member of Minority Group
3. ***Boot Camp*** – Contractor will provide participants will a 4-week Boot Camp to build important soft skills relating to the world of seeking employment. The Boot Camp will include guidance on resume and cover letter writing, provide the ability to job shadow, and provide tutorials on how to navigate the job market.
 4. ***Short-Term PreVocational Training*** – Participants will receive short-term prevocational training provided in partnership between the Vallejo Project and the Carpenters Union Local

180. Participants may complete the simple construction program held on Saturdays or the robust construction program held during the week.

Elements of the training include:

- Workplace safety instruction
- Transportation to Carpenters Union Local 180 training site in Pleasant Hill
- Postsecondary and career exploration
- Mentorship

Participants who complete the Short-term PreVocational Training will receive a \$500 stipend.

5. **Work Experience** – Contractor will provide work experience opportunities for participants, including building projects developed in conjunction with the California Carpenters Union in local community gardens.
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 a regular location in Solano County where services can be reliably provided for program participants;
- f. Provide internal monitoring and oversight of program activities and requirements;
- g. Participate in project-wide technical assistance and staff development opportunities provided by the WDB;
- h. Guarantee that all program services provided are readily accessible to eligible individuals and meet Americans with Disabilities Act (ADA) and Equal Opportunity requirements;
- i. Enter participant data into the state CalJOBS system and maintain participant files, as appropriate; and
- j. 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. The services offered will be available throughout the year.

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. LOCATION OF SERVICES

Contractor will locate services within the county, and where feasible, ensure employment services activities take place within reasonable accessibility of public transportation and provide adequate, accessible free parking spaces for client use as needed.

E. 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.

F. 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.

G. 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.

H. 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 must submit monthly performance reports containing quantitative outcomes in a format co-designed with the WDB. Reporting elements will include:

- Progress towards contract quantitative outcomes

- A brief narrative on project activities and progress towards project goals
- Any applicable success stories to share
- Any challenges or technical assistance needed
- Expenditures progress

I. OUTCOMES

Contractor will provide community workforce services for up to 10 clients over the course of the contract from February 1, 2023, through January 31, 2024.

Measure	Goal
Number of participants enrolled	10
Number of individuals enrolled in sectoral job training programs	10
Percentage of participants completing sectoral job training programs	80%
Participants beginning carpenters' pre-apprenticeship program	5

If actual performance deviates more than 15% from the agreed upon performance measures, the Contractor 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. Partner on outreach and recruitment of training participants. Develop an eligibility and intake process in partnership with Contractor and provide eligibility determination of participants entering project activities;
2. Provide case management, data entry, documentation maintenance, and outcome tracking for participants entering project activities;
3. 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.
4. Provide technical assistance to Contractor staff in the areas of ARPA compliance, CalJOBS data entry and ARPA performance measures;
5. 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;
6. Ensure compliance with all rules, regulations, and policies issued under ARPA;
7. Process payments for services; and
8. Include Contractor staff in appropriate ongoing professional development and training.

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.



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT Approval to Enter into Contract with Elevation Group LLC for Website Enhancement Services not to Exceed \$7,634.74; Give President/Executive Director Signature Authority, and Make Administrative Changes, as Needed	MEETING DATE January 19, 2024	AGENDA ITEM V.C
FROM Heather Henry President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A

RECOMMENDATION

It is recommended that the Board approve staff to enter into contract with Elevation Group LLC for up to \$7,634.74 to provide website enhancement services and allow the President/Executive Director to finalize and sign this contract, and make administrative changes, as needed.

DISCUSSION

As part of the Regional Planning Implementation (RPI) 2.0 grant received in 2020, WDB was able to use these funds for website infrastructure enhancements to support virtual services. Staff identified Elevation Group as the selected vendor who met the needs within the Scope of Work and stayed within the budget allowed. Through Elevation, WDB was able to do a complete redesign of the old website to promote a better end user experience, as well as adding an interactive calendar. A Client Portal was also added to make the intake process completely virtual. The new site launched in October 2022.

Post COVID, enhancing our community presence, has become a pivotal aspect of our outreach strategy. This involves establishing an online presence through web searches and social media but also implementing a comprehensive outreach and campaign strategy. The Marketing and Outreach team at Elevation Group offers consultation services, including expertise in SEO (Search Engine Optimization) placement, strategic marketing guidance, and the incorporation of new features into our website, such as social media feeds. These improvements will enhance the WDB's ability to reach impacted populations. Additionally, we will focus on capturing contact information to facilitate future outreach and announcements.

This contract was procured through sole source non-competitive procurement. Elevation was deemed to be unique, due to their intimate knowledge of WDB's website design and initial build of the website. In addition, the WDB will be able to take advantage of their non-profit grant program that provides a 50% discount on the services.

ALTERNATIVES: The Board could choose not to approve staff to enter into contract with Elevation; however, this will require staff to request additional proposals to locate a vendor who can provide services within our budget range and work within the current back-end platform.

AGENCY BUDGET IMPACT

The WDB will utilize funding through the American Rescue Plan Act (ARPA) as part of the Outreach and Career Awareness Campaign.

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-23-006

1. This Contract is entered into between the Workforce Development Board (WDB) of Solano County and Elevation Group LLC.
2. The term of this Contract is: February 1, 2024, through April 30, 2024
3. The Maximum amount of this contract is: \$7,638.74

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 – Statement of Work

Exhibit B – Master Service Agreement

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 ELEVATION GROUP LLC

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

TITLE: _____

DATE: _____

ADDRESS:
100 M Street SE #600
Washington, DC 20003

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 - STATEMENT OF WORK

The **Statement of Work** set forth below is subject to the terms of the [Master Services Agreement](#).

The following consultations/labor have been carefully selected for your unique project.

Please note that we do not provide copywriting/content creation/proofreading support unless ordered under the Optional Items section below. If the need for additional labor outside of what is explicitly quoted here is discovered during project execution, it will be quoted and approved separately.

WEBSITE COMPONENTS	QTY	COST
Upgrade to Event Calendar Pro Review of currently installed calendar and upgrade to Pro license if not already installed (standard for all Elevation event calendar installations).	1	\$0.00
Social Media Feed* Installation of one live social media feed that syncs most recent posts from one account. Option to sync with Facebook, Instagram, Twitter, and/or YouTube. Social account information provided by Client. *License fee for one SmashBalloon Pro license included for a term of one (1) year, with possibility to extend coverage for free via purchase of any support plan.	1	\$200.00
Newsletter/Email Sign-up* integrated with Constant Contact Creation of 1 textbox webform to submit first name, last name, and email address (consult for additional form fields). Verification messages, email notifications, and email marketing integrations available with Mailchimp, Constant Contact, GetResponse, or Campaign Monitor. Consult to embed iframe/link from 3rd-party email marketing software or CRM (HTML code/link provided by Client). *License fee for Gravity Forms Elite license included for a term of one (1) year, with possibility to extend coverage for free via purchase of any support plan.	1	\$75.00
		\$275.00

ADDITIONAL LABOR	QTY	COST
Extra CMS/website Training Additional 1 hour CMS training for up to 3 people (consult additional). Conducted via screenshare/telephone. Complimentary to compensate for original training conducted in September 2022.	1	\$0.00
		\$0.00

CONSULTATIONS	QTY	COST
<p>SEO Consultation</p> <p>Includes 2 calls with SEO Consultant and up to 10 labor hours. Calls to be scheduled at convenience of Consultant/Project Manager/Client. Services include: SEO audit of current website, keyword research to inform client-created website copy, and how to use Google Analytics for SEO. Google Analytics account info. provided by Client.</p>	1	\$2,000.00
<p>Marketing Strategy Consultation</p> <p>A fully-fleshed out marketing plan that weaves together all elements of your digital presence to promote your website and your work. Topics covered in the marketing plan include mission and objectives; situational, competitor and SWOT analysis; audiences, targeting and donor (or supporter) proposition positioning; SMART goals and KPIs; channel-specific strategies to reach key goals; and guidance for next steps/implementation. Marketing plan developed through two discovery sessions and review of documentation provided by organization, culminating in a written plan and delivery call, including a round of Q&A, for a total of 30 labor hours. Additional hours may be purchased at the rate of \$150/hour to meet additional needs.</p>	1	\$5,000.00
		\$7,000.00

RESOURCE ALLOCATION	QTY	COST
<p>A monthly assessment of \$181.87 to keep all the necessary agency resources (project management labor, development server fees, and software license fees) assigned to your project for the estimated project duration. See Payment and Terms section below for more details.</p>	2	\$181.87
		\$363.74

TIMEFRAME & COST

The Client is responsible for the Total Cost amount given below and will receive all the items noted in the Statement of Work section of this proposal. The Total Cost does not include any optional items (unless checked) or items on the Additional Services page.

TOTAL COST: \$7,638.74

After the contract is signed, Elevation will send an invoice for a deposit of 50% of total project costs. The remaining balance shall be due upon client receipt of final, approved deliverables.

Project Completion Timeframe

The estimated timeframe to complete your project is 8-10 weeks, excluding additional time to complete any optional items selected. This timeframe is based on known estimates for Elevation's processes and can be affected by client feedback and response time to provide revisions. A more detailed timeframe with deliverable dates will be provided after project start.

ACCEPTED BY:

Tammy Gallentine on behalf of Workforce Development Board of Solano County

PAYMENT & TERMS

Master Services Agreement

Client agrees to be bound and abide by all of the terms, conditions, restrictions, limitations and other provisions of the Master Services Agreement (located at <https://www.elevationweb.org/master-services-agreement/>), which are hereby expressly incorporated herein by this reference. To the extent the provisions of this proposal are in conflict with the provisions of the Master Services Agreement as amended from time to time, the provisions of the Master Services Agreement shall control.

Terms

By clicking "Accept" and accepting the terms of the Master Services Agreement or otherwise accessing or using the services defined herein, you are creating a contract between developer and client, consisting of this proposal, the applicable service description, and the Master Services Agreement and agreeing to be bound by the terms of this proposal and all terms and conditions incorporated by reference, including company's usage policies. Your use of the services constitutes acceptance of the foregoing.

Payments

Client will pay Developer for the Services according to the terms and time frames for completion set forth in this proposal. Upon acceptance of the proposal and the terms of the Master Services Agreement, Developer shall invoice client with a detailed payment plan on projected labor charges, software product costs and other labor expenses. The project will not commence, nor will any team resources be assigned, until downpayment is successfully received. Client will be responsible to pay the expenses of any resources they request Developer to purchase, such as stock photos, videos, audio files, third party licenses or other media assets.

Resource Allocation Fee

Your total project costs include a monthly assessment of \$181.87 to keep all the necessary agency resources (project management labor, development server fees, and software license fees) assigned to your project for the estimated project duration of 2 month(s). In the event that project completion is delayed due to circumstances beyond Elevation's control, and barring any Force Majeure exception, this fee will be assessed on a monthly basis until successful project completion. Said fees will be charged automatically for credit card payments, or invoiced separately for all other forms of payment. In the event that one or more key "Milestone" deliverables (as indicated by the Project Manager at project outset) is delayed by more than 2 weeks by the Elevation team, this fee will be waived during the month where the breach occurred. Reference clauses 1C, 2C, and 13 of the [Master Services Agreement](#) for further details on Client protections in the case of a Company breach.

Process Alteration Fees

Our ability to produce the deliverables as described in the Statement of Work section of this proposal relies on adherence to our standard process and toolset. Any action on the part of the Client that acts to alter said process or toolset may incur additional fees, including requests for phone/video call time in excess of hourly limits presented in the Statement of Work or call requests with less than 24 hours advance notice. A detailed estimate of these fees will be provided for approval before costs are incurred.

Any change of the project Main Point of Contact will result in a \$200 project reintroduction fee and delay the overall project timeline. The new contact must participate in a kickoff call with the Account Manager and Project Manager to review the initial contract, current project status, and Main Point of Contact expectations.

Client Responsibilities

A detailed project timeline will be prepared and presented to the Client within 1 week of project kickoff, establishing project milestone dates and an estimated completion date. Said timeline will include reasonable time allotments for Client feedback tailored to accommodate Client-communicated deadlines and resource availability. Unless otherwise noted in the Statement of Work, all content creation (text, image, and video) will be performed by the Client where applicable.

Occasional and infrequent failure to meet project deadlines is accounted for with built-in project tolerances. By contrast, frequent and excessive failures to deliver requested feedback or content with no communicated plan for return to active status threaten project priority and placement in the production pipeline, void previously communicated milestone/launch dates, and may result in complete removal from said pipeline. The Project Manager alone shall determine when project tolerances for delays have been exceeded and missed deadlines rendered excessive, but will make reasonable efforts to warn Client before placing projects on hold (see below, "Project Dormancy").

Project Dormancy

In the case of repeated delays in the Client providing responses and feedback requested by the Project Manager, the overall timeline for the project will be impacted and the initially communicated milestone / completion dates rendered null and void. Updated milestone / completion dates will be provided in a timely manner upon Client return to active status and are subject to further delays caused by the need for key resource reallocation.

The assigned Project Manager will make a reasonable effort to notify the Client before placing a project on hold due to unresponsiveness, sending no less than two (2) reminders during any 30-day period of Client inactivity. If a project is placed on hold due to inactivity:

- a. Any and all team resources (including Project Manager, Graphic/UX Designer, assigned consultants, etc) are subject to reassignment.
- b. All project-related files will be archived within Company's project management software.
- c. A project restart fee of 2.5% of the total project value up to a maximum of \$1000 will be assessed per restart to introduce the project to newly-assigned team resources, and the project will be subject to a 10-day restart period to allow for key resource reallocation and training.
- d. The Resource Allocation Fee will continue to be assessed during the dormancy period.

If a hold is placed for a copywriting-related project utilizing a Content Editing Platform, all content uploaded by Client to said platform will be exported to a DOCX file by the Elevation team and sent to Client. Upon project restart, Client will be responsible for re-uploading the content to the platform and a new time allotment for content upload, as well as a new overall project timeline, will be established.

If subsequent delays result in a cumulative on-hold duration of more than six (6) months stemming from either a single or multiple hold periods, or if Client delays cause the timeline to extend more than six (6) months, we reserve the right to cancel the project and assess a pro rata final payment to cover any remaining project costs to date.

Master Services Agreement

THIS MASTER SERVICES AGREEMENT ("Agreement") is entered into by and between Elevation Group, LLC (the "Company") and the Client named in the related Proposal, Statement of Work and/or Order Form, which is incorporated herein by reference and made a part hereof (the "Order"). The Order shall include and incorporate any subsequent Change Orders requested by Client and accepted by Company and shall apply to all Services ordered by Client and performed by Company. The Order and any Change Orders shall collectively be referred to as the "Order" unless individually identified herein.

PLEASE READ THIS AGREEMENT CAREFULLY.

BY CLICKING "I ACCEPT" OR OTHERWISE ACCESSING OR USING THE SERVICES DEFINED HEREIN, YOU ARE CREATING A CONTRACT BETWEEN THE COMPANY AND CLIENT, CONSISTING OF (i) THE ORDER, (ii) THE APPLICABLE DESCRIPTION OF THE SERVICES SET FORTH IN THE ORDER, AND (iii) THIS AGREEMENT, AND AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THIS AGREEMENT, INCLUDING COMPANY'S USAGE POLICIES. YOUR USE OF THE SERVICES CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

WHEREAS, the Company is engaged in the business of the design and implementation of Internet web sites, search engine optimization, search engine marketing, maintenance and website hosting; and

WHEREAS, Client desires to engage the Company to provide to the Client the services as set forth in one or more Orders (the "Services").

NOW THEREFORE, the Company and Client agree as follows:

1. Term and Termination.

A. Term of Agreement. This Agreement shall be effective as of the date Client accepts and electronically signs this Agreement (the "Effective Date") and shall remain in force until (i) the Subscription Term set forth in the Order ends, (ii) until all Services have been completed by the Company as set forth in the applicable Order and/or (iii) through the date of termination as provided in this Agreement.

B. Term of Subscriptions (subscription-based services only). Subscriptions to the Services commence on the Effective Date and continue for the Subscription Term specified in the applicable Order or as otherwise provided in this Agreement. Unless otherwise set forth in an Order, subscriptions shall automatically renew for additional

periods of one (1) year for the fees set forth in the applicable Order unless either party give the other party notice of non-renewal at least thirty (30) days prior to the then current Subscription Term. For the purposes hereof, (i) the term “Start Date” means the date on which the Company shall make the Services available to Client as set forth in the applicable Order; and (ii) the term “Subscription Term” means the subscription period set for in the applicable Order.

C. Termination. This Agreement may be terminated (i) upon the written consent of both the Client and the Company; (ii) immediately by either party upon written notice of termination to the other if a party breaches any material obligation provided hereunder and the breaching party fails to cure such breach within thirty (30) days of receipt of written notice of such breach; (iii) immediately by the Company if Client fails to pay any fees hereunder on the due date; (iv) by the Company upon fifteen (15) days’ prior written notice to Client for convenience or if Client fails to cooperate with the Company or hinders the Company’s ability to perform the Services hereunder.

D. Effect of Termination. Upon termination of this Agreement, Client agrees to pay the Company for all Services performed up to the date of termination, together with any cancellation fees as set forth in Section 3(c) hereof and Company agrees to provide and deliver to Client all work performed for Client and paid for by Client through the date of termination. In the event that the Client terminates the Agreement for a breach by the Company, the Company shall provide a pro rata refund for any prepaid services not performed by Company.

2.The Company and Client’s Responsibilities.

A. Scope of Work. The Company agrees to perform the Services as set forth in the Order.

B. Change Orders. Should Client request the Company to perform services or tasks that are not provided within the terms of this Agreement or the Order, the Company will immediately notify the Client and the Company will issue a change order setting for the requested work (“Change Order”). Change Orders may be subject to additional fees. In such a case, the Company will provide Client with a written time and cost estimate for the additional work for their review. The Company will not perform any additional work not covered by the terms of this Agreement or the Change Order without receiving written approval to proceed. Change Orders shall become effective only when accepted and electronically executed by the Client and the Company. The Company agrees to notify Client promptly of any factor, occurrence, or event coming to its attention that may affect the Company’s ability to meet the requirements of this Agreement, or that is likely to result in any material delay in the delivery of the Services set forth in the Change Order. In the event of a conflict between the terms of this Agreement and a Change Order, the terms of this Agreement shall govern.

C. Client’s Responsibilities. Client agrees to perform all tasks assigned to Client as set forth in the Order, this Agreement or any Change Order, and to provide all assistance and cooperation to the Company in order to complete the Services. The Company shall not be deemed to be in breach of this Agreement, or a Change Order if Client fails to meet its responsibilities and time schedules as set forth in the Order, this Agreement or a Change Order and/or as a result of a delay by Client in providing Company with the requested information required by Company to provide the Services as set forth in the Order, this Agreement or a Change Order. In order to complete Client’s project in a timely fashion or to provide ongoing Services as set forth in the Order, the Company has allocated personnel to perform work at scheduled times in accordance with a project timeline or requirements as set forth in the Order. In the event Client fails to deliver content, information, images, directional notes, approvals or other required information to the Company by the dates specified in the Order, all subsequent deadlines and project milestones will be postponed accordingly (see section 2E, “Project Dormancy”). Client shall be responsible for making, at its own expense, any changes or additions to Client’s current systems, software, and hardware that may be required to support the completion of the Services. Unless otherwise contracted with the Company or reflected in a Change Order, Client shall be responsible for initially populating and then maintaining any databases on its website as well as providing all content for the website. With the execution of a Change Order specifically asking the Company to assess the Client’s systems, software and hardware from time to time, the Company may agree to perform this function at normal Company rates. To the extent the Services include the development of a website by the Company for Client, until Client has approved the final website, none of the web pages for Client’s website will be accessible to end users. Upon approval of the final website by Client, the website will become accessible to end users, and such approval shall be deemed a representation by Client that the website content, layout, look, and feel is accurate. Any request for

changes after approval will be at the Company's normal hourly rates. Any third-party software installed on behalf of Client by Company must be licensed and maintained solely by Client after the initial term indicated in the contract Statement of Work.

D. Resource Allocation Fee. Your total project costs include a monthly assessment of 2.5% of the total project cost or otherwise defined in the proposal, up to a maximum value of \$1000, to keep all the necessary agency resources (project management labor, development server fees, and software license fees) assigned to your project for the estimated project duration stipulated in the proposal. In the event that project completion is delayed due to circumstances beyond Elevation's control, and barring any Force Majeure exception, this fee will be assessed on a monthly basis until successful project completion. Said fees will be charged automatically for credit card payments, or invoiced separately for all other forms of payment. In the event that one or more key "Milestone" deliverables (as indicated by the Project Manager at project outset) are delayed by more than 2 weeks by the Elevation team, this fee will be waived during the month where the breach occurred. Reference clauses 1C, 2C, and 12 for further details on Client protections in the case of a Company breach.

E. Project Dormancy. In the case of repeated delays in the Client providing responses and feedback requested by the Project Manager, the overall timeline for the project will be impacted and the initially communicated milestone / launch dates rendered null and void. Updated milestone / launch dates will be provided in a timely manner upon Client return to active status and are subject to further delays caused by the need for key resource reallocation.

The assigned Project Manager will make a reasonable effort to notify the Client before placing a project on hold due to unresponsiveness, sending no less than two (2) reminders during any 30-day period of Client inactivity. If a project is placed on hold due to inactivity:

1. Any and all team resources (including Project Manager, Graphic/UX Designer, assigned consultants, etc) are subject to reassignment.
2. All project-related files will be archived within Company's project management software.
3. A project restart fee of 2.5% of the total project value up to a maximum of \$1000 will be assessed per restart to introduce the project to newly-assigned team resources, and the project will be subject to a 10-day restart period to allow for key resource reallocation and training.
4. The Resource Allocation Fee will continue to be assessed during the dormancy period.

If subsequent delays result in a cumulative on-hold duration of more than six (6) months stemming from either a single or multiple hold periods, or if Client delays cause the timeline to extend more than six (6) months, final payment will be due, billed by the hour (not by the project), for all work completed to date and the applicable Services will be canceled.

F. Process Alteration Fees. Our ability to produce the deliverables as described in the Statement of Work section of this proposal relies on adherence to our standard process and toolset. Any action on the part of the Client that acts to alter said process or toolset may incur additional fees, including requests for phone/video call time in excess of hourly limits presented in the Statement of Work or call requests with less than 24 hours advance notice. A detailed estimate of these fees will be provided for approval before costs are incurred.

G. Client Representative. Client will provide one (1) representative from the Client side who will communicate with the Company to streamline the process and prevent miscommunication. In the event that the Client changes their designated representative, the Company must be notified in writing of the change, and all prior approvals up to the representative change shall remain valid. Subsequent edits and changes to previously approved work will be subject to a Change Order and billed at the Company's standard hourly rate of \$150 per hour. Any change of the project Main Point of Contact will result in a \$200 project reintroduction fee and delay the overall project timeline.

H. Client Communication and Project Management. In order to avoid miscommunication, Client will provide all edits, approvals and requests to the Company in writing, via the company's elected project communication platform, before implementation. If Client wishes to review edits via phone after they are emailed by the Company to the Client, a time will be confirmed in advance. In the event Client communication with the Company is trending towards exceeding the allocated management time, the Company shall notify Client in advance and upon written confirmation from Client, Company bill such additional time at the standard hourly rate of \$150 per hour.

Additionally, the Company will provide Client with updates via email and phone as work progresses at regularly scheduled times. The personnel assigned to perform the Services shall be determined solely by the Company and the Company may use subcontractors or consultants to perform the Services.

I. Client Materials and Content Indemnification. Client shall retain ownership of all content and materials provided to the Company. Client takes full responsibility for any content (including, without limitation, any graphics, audio, copy text, video, images, and trademarks) provided to the Company to be used in this project. Client represents and warrants that it has full rights to use all content and materials provided to the Company ("Client Content"). Client covenants and agrees that the Client Content shall not include any names of, or any medical or health-related information related to, any patient of the Client; provided, however, that Client may post testimonials with the patient's express consent. Client shall defend, indemnify and hold harmless the Company and its officers, directors, employees and agents, from and against any and all losses, costs, claims, suits, obligations, demands, damages, liabilities, expenses (including all reasonable attorneys' and paralegals' fees on account thereof) relating to, resulting from, or in connection with any claims related to the Client Content, Client's and its users' use of Client Content or Client work-product, Client's modification to the Company's content or Client work-product, or any data or information supplied by Client to the Company in connection with the Client work-product, including, without limitation, any claim for breach of warranty, libel, slander, invasion of privacy, false advertising, claims of copyright infringement, patent infringement, trademark infringement or dilution, misappropriation of trade secrets, loss of data and information, defamation, harassment, or fraud, injuries, including death to persons or damage to property, theft and emotional distress.

J. Hosting Services. In the event that Client chooses a subscription that includes hosting services, Client acknowledges and agrees to the following: (i) that all hosting services are provided to Client by either WP Engine, Inc. ("WP Engine") or Pressable ("Pressable"), which are third party service providers of the Company, (ii) Client agrees to be bound by all of the terms and conditions set forth in WP Engines or Pressable's':

-Terms of Service: <https://wpengine.com/legal/terms-of-service/> or- <https://pressable.com/legal/terms-of-service/>; as applicable, and

-Service Level Agreement: <https://wpengine.com/legal/sla/>; or <https://pressable.com/legal/sla/>; as applicable and

-Acceptable Use Policy/Site Guidelines:

<https://wpengine.com/legal/aup/> -OR- <https://pressable.com/legal/site-guidelines/> as applicable,

which are incorporated into this Agreement by reference; and (iii) that all issues, complaints and/or concerns of Client associated with the hosting services, including, without limitation any outages or downtime, shall be directed solely to the applicable hosting provider and not to the Company. Client may contact the appropriate hosting provider as follows: <https://wpengine.com/contact/> or by logging in to <https://my.pressable.com/> as applicable.

K.HIPAA Disclaimer. Client understands, acknowledges and agrees that (i) the Company is not HIPAA compliant, (ii) Client is solely responsible for any and all applicable compliance with federal and/or state laws governing the privacy and security of personal data, including, without limitation, any past, present or future physical or mental health information of any individual or other sensitive data ("Health Information"), (iii) the Services are not appropriate for the storage of, or control of access to, any Health Information, and (iv) the Company does not control or monitor the information or data Client stores on, or transmit through, the Services or its website. The Company specifically disclaims any representation or warranty that the Services, as offered, comply with the federal Health Insurance Portability and Accountability Act ("HIPAA"). Clients requiring secure storage of Health Information, including "protected health information" as defined under HIPAA, are expressly prohibited from using the Services or its website for such purposes. Storing and permitting access to any Health Information, including any "protected health information," as defined under HIPAA, is a material violation of this Agreement, and grounds for immediate termination by the Company. Client acknowledges and agrees that (i) the Company does not sign "Business Associate Agreements" and (ii) the Company is not a Business Associate or subcontractor or agent of Client pursuant to or in accordance with HIPAA.

L. Third Party Policies and Actions. Client understands, acknowledges and agrees that (i) the Company has no control over the policies and actions of any third party, including, without limitation, search engines and directories, and (ii) the Company shall not be responsible for any third party's policies or actions in any manner whatsoever regardless of whether or not the Company has recommended such third party's products or services. Client further understands and agrees that it is not required to utilize the products or services of any Company recommended third party and the decision to use such party rests solely with Client.

3. Fees; Payment Terms; Taxes.

A. Fees. Client will pay the Company for the Services according to the terms set forth in the Order. Unless otherwise required by the Order, all fees must be received by the Client prior to the commencement of the Services or as set forth in the Order. Client will be responsible to pay the expenses of any resources they request that the Company purchase, such as stock photos, videos, audio files, third party licenses or other media assets. Client may choose to purchase these items directly and provide them to the Company for use on their project. Client will reimburse the Company for any additional expenses including travel, copying, duplicating, shipping, and postage. All expenses over \$250.00 will be approved in writing by Client prior to purchase. In the event that client chooses a subscription-based service the company will be authorized to charge the credit card on file.

B. Invoices; Past Due Account. Invoices are due upon receipt, unless otherwise set forth in the Order. Any invoices that are more than thirty (30) days past due will be subject to a 1.5% finance charge accrued per month on the outstanding balance. Client agrees to pay all costs, including, but not limited to, reasonable attorney and accounting fees, court costs and other expenses of collection resulting from any default by Client in any of the terms hereof.

C. NO REFUNDS; CANCELLATION FEES. CLIENT FURTHER AGREES THAT, IN THE EVENT OF ANY TERMINATION OF THIS AGREEMENT BY CLIENT, NO REFUNDS SHALL BE GIVEN UNDER ANY CIRCUMSTANCES WHATSOEVER, EXCEPT AS SET FORTH IN SECTION 1(D) OF THIS AGREEMENT. CLIENT AGREES TO PAY UPON CANCELLATION OR TERMINATION OF THIS AGREEMENT OR ANY ORDER, THE AMOUNT OF ANY CANCELLATION FEES OR OTHER AMOUNTS DUE TO THE COMPANY AS PROVIDED IN THE ORDER.

D. Taxes. Unless otherwise stated in the Order, the Company's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "Taxes"). Client is responsible for paying all Taxes associated with its purchases hereunder, excluding taxes based on the Company's net income or property. If the Company has the legal obligation to pay or collect Taxes for which Client is responsible under this Section, the appropriate amount shall be invoiced to and paid by Client, unless Client provides the Company with a valid tax exemption certificate authorized by the appropriate taxing authority.

4. Ownership of Intellectual Property.

A. Client Intellectual Property. Aside from derivative works or inventions based on Company's pre-existing ideas, skills, tools, processes or techniques that are created in conjunction with the provision of the Services and which are subject to this section and thereby are assignable to Client, Company will retain the right to all of its ideas, skills, tools, processes and techniques possessed by Company prior to the Effective Date of this Agreement. Other than as set forth above, all work performed by the Company for the Client will become the property of the Client upon full payment of all amounts due and owing; provided, however, the Company may also retain ownership of certain source code, in which case the Client is granted a non-revocable, non-exclusive, worldwide, royalty free license to use such source code owned by the Company. Additionally, the Client's work may contain software and other property licensed by third parties, in such event the terms of such third party license shall control. Client shall be responsible for researching, obtaining, and filing all trademark, copyright, patent, or other intellectual property protections for the Client content, its look and feel, any logos, any "tag lines," or any other materials or documentation designed or developed by the Company for Client. Client agrees that the Company may display Client work product and Client's name and logo in the Company's portfolio, client list and marketing materials.

B. Company Intellectual Property. The Company is the owner, licensee or sublicense of various pre-existing development tools, routines, subroutines and/or other programs, data, and materials that the Company may use or implement in the development of the Services ("Background Technology"). The Company retains all right, title and interest in and to the Background Technology, and hereby grants Client a non-exclusive license to use the Background Technology only to the extent necessary to complete the Services. Client is not authorized to sell or license any Background Technology or rights thereto to any other person or firm.

5. Confidential Information.

A. Client Information. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by the Company and will not be disclosed or used by the Company except to the extent that such disclosure or use is reasonably necessary to the performance of the Services.

B. Company Information. All information relating to the Company that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.

C. Survival. These obligations of confidentiality will survive the termination of this Agreement but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

6. Warranty and Disclaimer.

The Company warrants that the Services will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards. The Company guarantees that the source code, if any, provided as part of the Services will be free of bugs and errors due to workmanship for a period of thirty (30) days ("Warranty Period"). This guarantee will be waived if the Client requests FTP (source code of the site) access to the site server. FTP access will not be granted to the Client upon receipt of full payment for the balance of the Agreement and all Orders. The Warranty Period is valid only for projects which are hosted and uploaded to the live servers by the Company. THE COMPANY DOES NOT WARRANT THAT THE SERVICES WILL MEET THE CLIENT'S EXPECTATIONS OR REQUIREMENTS AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES IS WITH CLIENT. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, THE COMPANY PROVIDES ITS SERVICES "AS IS" AND WITHOUT ANY OTHER WARRANTY OF ANY KIND. THE PARTIES AGREE THAT (A) THE LIMITED WARRANTY SET FORTH IN THIS SECTION IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY THE COMPANY, AND (B) THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THIS AGREEMENT, PERFORMANCE OR INABILITY TO PERFORM UNDER THIS AGREEMENT, ANY ORDER OR ANY CHANGE ORDER. THE COMPANY MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY PRODUCTS, THIRD PARTY WEBSITES, THIRD PARTY CONTENT OR ANY SOFTWARE, EQUIPMENT, OR HARDWARE OBTAINED FROM THIRD PARTIES.

7. Limitation of Liability.

The liability of the Company for any reason and for any cause of action whatsoever in connection with this Agreement, any Order, any Change Orders, with respect to the Services, or any action taken by or behalf of any third party, regardless of the form of action, whether in contract or in tort, including negligence, shall be limited to the amount of money received by the Company from Client pursuant to any Order, any Change Order or this Agreement during the term during which such any potential damages or liability arose. The Company shall not be liable to Client or any third party under this Agreement or in connection with the use of or performance of the Services for (i) any losses or damages to Client or any third party as a result of Malicious Code introduced by Client or any third party at any time, (ii) any loss of Client or third-party data or information, or (iii) any lost profits, consequential, exemplary, incidental or punitive damages, regardless of the form of action, whether in contract or in tort, including negligence,

regardless of whether the Company has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable. For the purposes hereof, "Malicious Code" shall mean viruses, worms, time bombs, Trojan horses and other harmful or destructive code, files, scripts, agents or programs.

8. Relation of Parties.

The performance by the Company of its duties and obligations under this Agreement will be that of an independent contractor, and nothing herein will create or imply an agency relationship between the Company and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

9. Assignment.

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

10. Mediation; Dispute Resolution; Governing Law; Jurisdiction; Waiver of Jury Trial.

If any dispute or claim shall arise out of this Agreement and the dispute is not settled by the parties within a fifteen (15) day period, the parties agree to mediation with a mutually agreed upon mediator. If the parties are not able to agree on a mediator, each will appoint a mediator. These two mediators will choose a third mediator to execute the mediation. The parties shall equally divide the costs of the mediation regardless of the result of the mediation. In the event that the matter is not resolved at mediation, the parties agree that this Agreement shall be governed by the laws of the State of Florida, without giving effect to the conflict of laws and rules thereto, and venue shall lie in Miami-Dade or Broward County, Florida and the parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to either party. EACH PARTY WAIVES ANY RIGHT TO JURY TRIAL IN CONNECTION WITH ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER.

11. Severability.

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

12. Force Majeure.

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, tornadoes, civil unrest, acts of terror, strikes or other labor problems, computer, telecommunications, internet service provider or hosting facility failures or delays involving hardware, software or power systems, Malicious Code, denial of service attacks, and inability to obtain energy; provided, however, that the delayed party will resume performance as soon as reasonably practicable.

13. No Waiver.

The terms in this Agreement may not be modified or waived except in writing. A waiver of any provision of the agreement by a party will only apply to the occurrence involved and will not be construed as a continuing waiver. Failure or delay by a party to enforce this agreement will not be construed as a waiver.

14. Entire Agreement.

This Agreement together with the Order, any attachments referred to herein and/or in the Order, and/or the Change Orders, if any, constitute the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations, warranties or covenants not specifically stated herein and that, except as otherwise specifically set forth in this Agreement, the Order, or any Change Order, the Company is not making any representations, warranties or covenants with respect to the Services.

15. Read and Understood; Electronic Signature.

By selecting the “I Accept” button, or otherwise accessing or using the Services defined herein, Client acknowledges and agrees that it (i) has read and understood this Agreement, (ii) it has read and understood the Terms of Service, Service Level Agreement and Acceptable Use Policy/Site Guidelines of WP Engine (“WP Engine Terms and Conditions”) or Pressable (“Pressable Terms and Conditions”) as applicable, (iii) is signing this Agreement electronically, (iv) agrees that its electronic signature is the legal equivalent of its manual signature on this Agreement, all Orders and all Change Orders, if any, and (v) consents to be legally bound by the terms and conditions of this Agreement, all Orders and all Change Orders, if any, and the WP Engine or Pressable Terms and Conditions.



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT Approval of the Financial Reserves Policy, as Recommended by the Budget Committee	MEETING DATE January 19, 2024	AGENDA ITEM V.D
FROM Heather Henry, President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A

RECOMMENDATION

Staff and the Budget Committee are recommending that the Board approve the Financial Reserves Policy.

DISCUSSION

The Workforce Development Board (WDB) of Solano County has been reevaluating key fiscal processes and identified a need to develop a financial reserves policy to guide use of reserve funds. The Budget Committee discussed desired elements and parameters of a reserve policy at the August 30, 2023 committee meeting and reviewed a draft policy at the December 15, 2023 committee meeting.

The Financial Reserves Policy outlines the goal of the financial reserves to ensure sufficient liquidity to address unexpected events or large unbudgeted expenses, cover potential risks of disallowed costs, and ensure adequate cash flow needed to address the revenue and expense volatility of cost-reimbursable funding. The target minimum reserve balance is \$100,000 and will be reviewed annually. The policy also outlines the steps and authority levels of use of reserve funds.

ALTERNATIVES

The Board could choose not to approve the policy and direct staff and the Budget Committee to reevaluate components of the policy.

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: January 19, 2024

Number: 2024-01

FINANCIAL RESERVES POLICY

INTRODUCTION

The intent of this policy is to guide the parameters and uses of the Workforce Development Board (WDB) of Solano County's reserves. The financial reserves ensures that the WDB has sufficient liquidity to address unexpected events or large unbudgeted expenses, cover potential risks of disallowed costs, and ensure adequate cash flow needed to address the revenue and expense volatility of cost-reimbursable funding. In addition, the reserves provide a source of internal funds for organization priorities, program opportunity, and capacity building.

QUESTIONS

Questions relating to this policy should be directed to Heather Henry, President/Executive Director, at hhenry@solanowdb.org or at 707.863.3501.

POLICY

The WDB maintains a reserve account with the County Treasury. The reserves are funded with surplus unrestricted operating funds received. The Board of Directors via the Budget Committee maintains oversight of the WDB reserves. The Board of Directors may from time to time direct that a specific source of revenue be set aside for reserves.

Reserves allow the WDB to address unexpected events or large unbudgeted expenses and cover the cost of disallowed expenditures. Reserves should not be used to cover a long-term or permanent income shortfall. Rather, reserves allow the WDB to weather serious financial challenges by buying time to implement new strategies.

PURPOSE OF RESERVES

The operating purpose of reserves is to ensure the stability of the programs, employment, and ongoing operations of the organization. The reserves are intended to provide an internal source of funds for contingency situations such as sudden increase in expenses, one-time unbudgeted expenses, or unanticipated loss in funding. In addition, reserves provide an internal source of funds for liability situations, including any costs identified as disallowable by funders.

The target minimum reserve balance is \$100,000, equivalent to one full payroll including taxes as of July 2023. The target minimum reserve balance will be reviewed annually by

the Budget Committee. The reserves fund will be recorded in the Private Industry Council (PIC) account with the County Treasury.

The reserves may also be used to provide funds to meet special targets of opportunity or need that further the mission of the organization. The reserves may also be a source of internal funds for organizational capacity building such as staff development, research and development, or investment in infrastructure that will build long-term capacity.

USE AND REPLENISHMENT OF FUNDS

Use of reserves requires three steps:

1. Identification of appropriate use of reserve funds – The Executive Director and staff will identify the need for access to reserve funds and confirm that the use is consistent with the purpose of the reserves as described in this policy. This step requires analysis of the reason for the shortfall, the availability of any other sources of funds before using reserves, and evaluation of the time period that the funds will be required and replenished, if applicable.
2. Authority to use reserve funds – The level of authority is outlined as follows:
 - a. The Executive Director has authority to utilize reserves up to \$5,000.
 - b. For utilization of reserve funds between \$5,001 and \$10,000, the Executive Director will submit a request to use reserves to the budget committee of the Board of Directors. The Budget Committee will approve or modify the request and authorize use of reserves.
 - c. The Executive Director must receive prior approval from the full Board of Directors for utilization of reserve funds over \$10,000. Utilizing reserves that decrease the reserve balance below the target minimum reserve balance requires a supermajority of the Board of Directors.

The Executive Director, in consultation with the Board Chair, or if not available, the Treasurer, has the authority to borrow from reserve funds for cash flow purposes only when a certified source of incoming revenue is identified and if the utilization of funds does not decrease the balance of the reserve fund below the target minimum reserve balance.

3. Reporting and monitoring – The Executive Director is responsible for ensuring that the reserves are maintained and used only as described in this policy. Any use of reserves will be reported to the Budget Committee at their next scheduled meeting, accompanied with a description of the analysis and determination of use of funds and plans for replenishment, if applicable.

Reserve funds may be invested with approval from the Board of Directors.

Approved by

Workforce Development Board of Solano County
County of Solano

REPORTS





WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT Reports	MEETING DATE January 19, 2024	AGENDA ITEM VI.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 as of December 31, 2023
- Attachment B: Programmatic Highlights
- Attachment C: Programmatic Performance Reports
 - Job Seeker Services Grant Metrics
 - SBDC Service Report

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:

- The State of California Employment Development Department (EDD) Compliance Review Unit conducted a programmatic and fiscal monitoring of the WDB's Workforce Innovation and Opportunity Act (WIOA) Youth activities in October 2023. ***EDD has not yet issued a monitoring report.***
- The 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 monitoring report on June 24, 2022, and determined the following finding:***

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 30, 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.

New Hire: ***Cynthia Seals-Roper (Promotion from Employability Specialist)***
Effective Date: January 15, 2024
Classification: Specialist III
Position: Industry & Training Relations Manager

Expenditure Report

This is the Workforce Development Board of Solano County's (WDB) report of expenditures for the 2023-24 program year, through December 31, 2023. With 50% of the program year elapsed, the expenditures compared to the plan equal 28.8%.

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

Significant Grant Discrepancies:

- WIOA Youth is currently underspent due to invoicing of contracts. Staff are currently reviewing options for improving youth outcomes.
- CWDB – CNA Upskilling Program is currently underspent due to invoicing of contracts. Plans are in place to increase spending in January.
- CWDB – Regional Plan Implementation 5.0 is currently underspent as activities under RPI 5.0 have not yet fully commenced. Expenditures will increase in future months.
- City of Napa – ARPA Leaf Blower Grant is underspent. Staff are currently reevaluating outreach methods to increase business participation.
- County of Napa – ARPA Childcare Loan Support is underspent. Remaining funds will be deobligated, as the project has ended.
- Solano ARPA Projects are behind in expenditures for the Community Workforce, Industry Training, Community Engagement, Business Incubator, and Services for Businesses. However, plans are in place to complete procurements and projects in spring 2024, which will greatly increase expenditures.
- Solano – ARPA Farm Microgrants expenditures will begin in Spring 2024.
- CWDB – Prison to Employment 2.0 and Regional Equity projects are behind schedule in activities due to a late regional start. Both grants will increase activity throughout the fiscal year.
- FSUSD – Restaurant Resiliency is complete. Reconciliation of the grant will be completed by the next expenditure report.
- SBDC SBA is currently underspent due to the budgeting cycles of SBA funding. Expenditures will increase in the spring.

- SBDC Program Income is currently overspent. Reconciliation of the funds was completed and funds are available to sustain the increased expenditures. The budget will be adjusted in the next budget modification.
- WellsFargo – Dream Incubator will conclude in March 2024 and is on track to fully expend the funds.

Significant Expenditure Discrepancies:

- Vocational Training is currently underspent, but a number of training activities have begun and expenditures will increase as a result.
- Work-Based Training expenditures are currently underspent; Business Services continues to promote work-based training programs. Two work-based training cohorts will be conducted in the spring of 2024 that will significantly increase expenditures in this line item.
- Small Business Grants / Payments are currently underspent. Nonprofit infrastructure grants and Solano Farm Microgrants will be launched in the next few months, which will dramatically increase the expenditures.
- Outreach is currently underspent. ARPA outreach projects will be conducted in Spring 2024.
- Program Contracts are currently underspent due to invoicing delays from partners and vendors. Expenditures will increase once these invoices are received, however, partners have spent less than intended and funds may need to be carried forward into FY24-25.
- Communications / IT is overspent due to costs being categorized as communications rather than supplies and equipment. The budgets for these two line items will be adjusted in a future budget modification.
- Employee/WDB Professional Development is currently underspent; however, projects and trainings are scheduled to occur in spring 2024.
- Memberships are currently overspent due to the timing of membership renewals.
- Mileage / Travel is overspent. Mileage increased this fiscal year at a rate higher than anticipated. Adjustments will be made in a future budget modification to cover any overexpenditures.
- Supplies / Equipment / Software is underspent; however, Vallejo AJCC upgrades will be completed this fiscal year and will be reflected in future expenditure reports. Additionally, some expenditures were categorized as communications, impacting the expenditure rate.
- Other Operating Expenses are currently underspent; however, County overhead is a significant annual cost that is not yet fully reflected in the expenditure report.

WDB SOLANO

FY2023-24 Expenditure Report - as of December 31, 2023

	BUDGET 2023-24 <i>Mod #1</i>	% of Budget	Dec '23 Actuals	% Expended 25%
REVENUE:				
<i>State Grant Revenue</i>				
WIOA Adult	\$1,133,204	11.1%	\$468,795	41.4%
WIOA Dislocated Worker	1,171,143	11.5%	457,206	39.0%
WIOA Youth	1,214,843	11.9%	397,517	32.7%
WIOA Rapid Response	178,527	1.7%	75,520	42.3%
WIOA Layoff Aversion	29,625	0.3%	15,821	53.4%
CWDB - CNA Upskilling Program	108,480	1.1%	33,887	31.2%
CWDB - Regional Plan Implementation 5.0	106,211	1.0%	28,428	26.8%
Grant Revenue Total	\$3,942,033	38.6%	\$1,477,176	37.5%
<i>Other Government Grants/Contracts</i>				
City of Napa - ARPA Leaf Blower Grant	84,578	0.8%	27,158	32.1%
County of Napa - ARPA Childcare Loan Support	3,943	0.0%	383	-
County of Napa - Napa Success	-	0.0%	37,658	-
County of Solano - ARPA 1: Sustain Service Delivery	272,587	2.7%	99,938	36.7%
County of Solano - ARPA 2: Community Workforce	1,399,086	13.7%	280,106	20.0%
County of Solano - ARPA 3: Industry Training	1,302,285	12.8%	330,805	25.4%
County of Solano - ARPA 4: Community Engagement	733,939	7.2%	191,972	26.2%
County of Solano - ARPA SB1: Small Business TA	333,017	3.3%	116,829	35.1%
County of Solano - ARPA SB2: Business Incubator	280,710	2.8%	8,204	2.9%
County of Solano - ARPA SB3: Services for Businesses	331,339	3.2%	39,844	12.0%
County of Solano - ARPA Farm Microgrants	353,300	3.5%	316	0.1%
CWDB - Prison to Employment 2.0	182,967	1.8%	22,944	12.5%
CWDB - Regional Equity	446,461	4.4%	17,112	3.8%
FSUSD - Restaurant Resiliency	15,600	0.2%	15,476	99.2%
NorCal SBDC - Capital Improvement Program (CIP)	102,786	1.0%	66,220	64.4%
NorCal SBDC - Small Business Administration (SBA)	178,587	1.7%	66,953	37.5%
NorCal SBDC - Technical Assistance Program (TAP)	159,194	1.6%	82,504	51.8%
SBDC Local Match	54,941	0.5%	26,489	48.2%
Other Government Revenue Total	\$6,235,320	61.1%	\$1,430,913	22.9%
<i>Other Revenue</i>				
Irvine Capacity Building	\$0	0.0%	\$1,377	0.0%
Mare Island Company	\$0	0.0%	\$5,064	0.0%
Napa Valley College	\$3,318	0.0%	-	0.0%
SBDC Program Income	\$5,307	0.1%	9,818	185.0%
WellsFargo - Dream Incubator	\$13,974	0.1%	11,363	81.3%
Other Revenue Total	\$22,599	0.2%	\$27,623	122.2%

	BUDGET 2023-24 <i>Mod #1</i>	% of Budget	Dec '23 Actuals	% Expended 25%
<i>Donations and Contributions</i>				
SBDC Donations and Sponsorships	\$6,715	0.1%	\$0	0.0%
Donations and Contributions Total	\$6,715	0.1%	\$0	0.0%
TOTAL REVENUE	\$10,206,668	100%	\$2,935,711	28.8%
EXPENSES:				
Salaries and Benefits	\$3,413,335	33.4%	\$1,415,092	41.5%
Personnel Expenses	\$3,413,335	33.4%	\$1,415,092	41.5%
		0.0%		
Vocational Training	\$970,966	9.5%	\$287,434	29.6%
Work-Based Training	\$125,878	1.2%	17,234	13.7%
Supportive Services	\$31,466	0.3%	17,131	54.4%
Business Advisors	\$349,288	3.4%	150,908	43.2%
Small Business Grants / Payments	\$1,906,820	18.7%	74,018	3.9%
Outreach	\$378,687	3.7%	8,682	2.3%
Program Contracts	\$2,083,621	20.4%	564,440	27.1%
Direct Program Costs	\$5,846,724	57.3%	\$1,119,846	19.2%
		0.0%		
Communications / IT	\$91,846	0.9%	\$77,362	84.2%
Employee / WDB Professional Dev	\$33,470	0.3%	3,855	11.5%
Facilities	\$494,315	4.8%	216,039	43.7%
Memberships	\$14,100	0.1%	11,160	79.1%
Mileage / Travel	\$14,875	0.1%	10,114	68.0%
Supplies / Equipment / Software	\$132,292	1.3%	16,343	12.4%
Other Operating Costs	\$165,711	1.6%	65,900	39.8%
Other Costs	\$946,609	9.3%	\$400,773	42.3%
TOTAL EXPENSES	\$10,206,668	100%	\$2,935,712	28.8%

Revenue Over / (Under) Expenses

\$0

\$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; discretionary grants; American Rescue Plan Act (ARPA) projects; 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 November to December 2023.

Reporting period highlights include:

- New Road to Employment Locations – Two new Road to Employment locations will be launched in January and February 2024 to expand the AJCC's presence in the community. The locations are The Solano Town Center Mall in Fairfield and the Vallejo First 5 Center.

Inside the mall location, there will be a banner advertising AJCC services and flyers in English and Spanish announcing upcoming educational and employment related events. These sessions are in collaboration with California Health Hubs at www.californiahealthmrc.org

In collaboration with Solano County's First Five Center in Vallejo, the Road to Employment sessions at this location will focus on connecting with parents of young children. Some of these parents are actively job seeking and others are seeking education services in their local communities. The staff at both Road to Employment sessions are introducing the orientations to apply for individualized WDB services and other community support services.

WIOA Programs

The Workforce Services Division is responsible for employment and training services 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:

- Active Participants – The JSS Team is seeing a consistent rise in the number of active client's month to month. Currently more than 160 clients are active in job search and training and approximately 10 clients are in the application process.

Youth Services:

- Youth Services – Four Youth Service Agencies are currently working with our Solano County Youth population across WIOA and ARPA programs. VOICES, Vallejo Youth Project, Club Stride and First Place for Youth are providing a variety of services and experiences for designated youth populations.

Business Services:

- Rapid Response and Layoff Aversion –WDB staff successfully hosted an in-person career fair for the employees at Kreysler & Associates on December 1, 2023 prior to their layoff date of December 15, 2023. There were 12 employers in attendance with job openings to fit the employees facing layoff.

Then on December 8, 2023, staff held two Rapid Response sessions that offered these employees local resources for employment and training support. As well as a representative from EDD was in attendance to help these employees with their unemployment questions.

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)
- Solano Farm Grants (funded by the County of Solano's American Rescue Plan Act funding)

Reporting period highlights include:

- CNA Upskilling Program – The WDB worked with Paradise Valley Estates to enrolled a new cohort of twelve (12) Certified Nursing Assistants (CNA) to become certified Preceptors. Additionally, nine (9) of the ten CNAs from cohort one have enrolled into the second phase of the CNA pathway, where they will gain the Restorative Nursing Assistant (RNA) microcredential. As part of this program, a nursing supervisor also gained training on how to support the new skills of staff within the facility.
- Solano Farm Grants – SBDC and WDB Business Services are partnering with the Solano County Farm Bureau in supporting the outreach and administration of the ARPA funded Solano Farm Grants. These grants will provide \$5,000 to qualified agricultural businesses in Solano County with under \$400,000 in gross revenue. During the first few weeks of the program, staff have received 11 applications who meet the grant eligibility requirements.

ARPA Grants

The WDB and SBDC collectively implements fifteen (15) projects across seven (7) contracts under the American Rescue Plan Act (ARPA) to benefit both job seekers and small businesses on behalf of the County of Solano:

- Sustain / Extend Current Services –WDB Training
- 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:

- Community Workforce Services – Services continue to be successful across the seven (7) community workforce grantees. Staff are beginning the first subrecipient monitoring of grantees to be conducted in January 2024.
- Industry-Based Job Training – Activities in each of the identified industries and projects have commenced for this ARPA contract. Current project progress includes:
 - Childcare Entrepreneurship Bootcamp – Nine of the Eleven Participants in the Childcare Cohort (Spanish Speaking) completed the training during the last quarter and are beginning the licensing process. A fourth cohort will start in February serving individuals that were unable to finish the previous sessions.
 - Bioeconomy Talent Pipeline Development – The WDB have been continuing work to develop the framework of a bioeconomy talent pipeline as part of the Jobs for the Future’s Community Workforce in Action cohort. A survey was launched in December on awareness of bio careers, a focus group of four (4) businesses was held mid-November to guide the development, and eleven (11) stakeholder interviews were completed. The team is finalizing the action plan due in January and will present to the Board in March on bioeconomy activities and plans.
 - BuildEd Entrepreneurship Workshops – Staff developed a new landing page on the WDB website for the 21st Century Entrepreneurship Workshop. The page is now operational making it easier for participants to discover and navigate the signup process. Early signs are positive as of this date, and signups for the January

workshops already exceed the totals from any previous quarter for 2023. The new landing page also provides workshop information and signup capability in Spanish.

- Small Business Programs – The ARPA small business projects are continuing to make an impact on the county’s small businesses. Current project progress includes:
 - Business Training Series – California Employer’s Association (CEA) has continued to offer no-cost employer workshops on a monthly schedule. These workshops have been focusing on information and solutions to common business issues around talent.

In addition to these workshops, CEA hosted a leadership training series (LEAD training), which was a success. There were 23 participants from Solano County employers that completed the 6-week course to receive the certification. All that attended were very impressed with the workshop content and felt they received invaluable information to bring back to their businesses.

On January 25, 2024, CEA and the WDB will host an in-person business summit. This event will focus on new HR changes, leadership skills building skills, and upcoming talent trends.

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:

- Veteran Business Owner Resources – SBDC staff partnered with the SBDC Veterans Business Outreach Center (VBOC) who provides specialized support and program access for veteran owned small businesses to provide a one-day resource event for veteran business owners on November 9, 2023. The event featured presentations from the SBA, VBOC and SBDC on the programs and resources available to veteran business owners. The VBOC will also have a business advisor on site at our offices two days a week to serve Veteran business owners starting in February.
- Launch Pad Event – In partnership with the City of Vacaville and the Vacaville Chamber of Commerce, staff hosted a three-day small business training and resource event. The first day focused on startups, the second day was an access to capital event with a panel of seven (7) lenders and an opportunity for the participants to network. This was the first time offering such a collaborative event. It was a success, averaging 45 attendees each day.

PY 23/24 Job Seeker Deliverables by Grant Funded Program

Reporting Period: July 2023 to November 2023

42%

WIOA Adult	Goal	July	August	September	October	November	December	January	February	March	April	May	June	YTD	On Target
Applications	120	19	21	22	25	23								110	92%
Newly Enrolled	90	9	10	13	6	7								45	50%
Occupational Training	33	10	0	0	4	1								15	45%
Employer-Based	4	0	0	0	1	0								1	25%
Credentials	28	1	8	2	0	0								11	39%
MSG	23	11	3	3	4	5								26	113%
Exited	45	2	5	10	0	1								18	40%
Employed At Exit	27	2	2	7	4	0								15	56%
Median Wage	\$ 26.00	\$ 23.00	\$ 24.12	\$ 21.35	\$ 22.64	-								\$ 22.78	88%

WIOA DW	Goal	July	August	September	October	November	December	January	February	March	April	May	June	YTD	On Target
Applications	130	3	6	3	3	7								22	17%
Newly Enrolled	60	3	7	5	1	4								20	33%
Occupational Training	30	3	1	1	1	1								7	23%
Employer-Based	4	0	0	0	0	0								0	0%
Credentials	25	3	2	1	0	0								6	24%
MSG	21	3	1	0	4	0								8	38%
Exited	36	2	5	4	0	0								11	31%
Employed At Exit	21	2	3	2	3	0								10	48%
Median Wage	\$ 30.00	\$ 29.00	\$ 25.23	\$ 23.50	\$ 21.52	-								\$ 24.81	83%

WIOA Adult/DW	Goal	July	August	September	October	November	December	January	February	March	April	May	June	YTD	On Target
Applications*	250	22	27	25	28	30								132	53%
Newly Enrolled*	150	12	17	18	7	11								65	43%
Occupational Training*	63	13	1	1	5	2								22	35%
Employer-Based*	8	0	0	0	1	0								1	13%
Credentials*	53	4	10	3	0	0								17	32%
MSG*	44	14	4	3	8	5								34	77%
Exited*	81	4	10	14	0	1								29	36%
Employed At Exit*	48	4	5	9	7	0								25	52%
Average Wage *	\$ 28.00	\$ 26.00	\$ 24.68	\$ 22.43	\$ 22.08	-								\$ 23.80	85%

* May represent co-enrolled participant

WIOA Youth	Goal	July	August	September	October	November	December	January	February	March	April	May	June	YTD	On Target
Application Enrolled	50	0	0	2	3	1								6	12%
Occupational Training	22	22*	2	1	1	1								5	23%
Employer-Based	8	4	1	0	1	0								6	75%
Credentials	9	1	1	7	5	0								14	156%
MSG	6	5	2	0	0	0								7	117%
Exited	5	1	2	0	0	0								3	60%
Employed At Exit	15	2	5	4	0	0								11	73%
Median Wage	7	0	1	0	0	0								1	14%
	\$ 20.00	-	\$ 25.88	-	\$ -	-								\$ 25.88	129%

* July includes carry-over numbers from PY 2022-2023 of 22 participants

PY 23/24 Job Seeker Deliverables by Grant Funded Program

Reporting Period: July 2023 to November 2023

CNA	Goal	July	August	September	October	November	December	January	February	March	April	May	June	YTD	On Target
Enrolled	70	10	0	0	0	0								10	14%
Employer-Based	80	10	0	0	0	0								10	13%
Credentials	35	8	0	2	0	0								10	29%
MSG	60	8	0	2	0	0								10	17%
Exited	40	8	0	2	0	0								10	25%
Employed At Exit	35	8	0	2	0	0								10	29%
Median Wage	\$ 27.00	\$25.36	-	\$26.94	-	-								\$ 26.15	97%
ARPA #1 (WDB Training)	Goal	July	August	September	October	November	December	January	February	March	April	May	June	YTD	On Target
Enrolled	N/A	17	10	16	11	11								65	0%
Training (Occ / WBL)	50	18	8	18	7	8								59	118%
Completed Training	N/A	9	4	4	1	0								18	0%
Exited	80	6	8	7	2	2								25	31%
Employed At Exit	60	7	6	11	6	11								41	68%
Median Wage	\$ 27.00	\$ 21.00	\$24.12	\$22.05	\$22.64	\$16								\$ 21.16	78%

December SBDC Monthly Report															
Key Performance Indicators	Annual Goal	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	%Goal
Total client sessions 2023 YTD	2,200	184	165	186	244	264	211	235	250	161	206	168	159	2,433	111%
Total Client Hours YTD	1,700	418	266	296	353	372.75	285.75	314	326.5	222.25	281	223.25	221	3,580	211%
Total Active Clients (Napa)	750	506	515	519	524	514	504	509	519	524	531	534	515	515	69%
Total Active Clients (Solano)	1,500	1326	1354	1364	1389	1393	1391	1386	1408	1423	1441	1478	1,430	1,430	95%
Total Active Clients (Center)	2,250	1832	1869	1883	1913	1933	1939	1935	1966	1986	2011	2051	1,983	1,983	85%
Jobs Created	70	44	25	19	0	1	58	48	11	0	1	3	0	210	300%
New Business Starts	23	2	2	3	0	1	12	2	4	1	0	0	0	27	117%
Change in Sales	\$ 5,570,000.00	\$5,569,630.00	\$ 7,764,706.00	\$ 225,474.00	\$ -	\$ 100,000.00	\$ 665,311.18	\$ 3,881,226.56	\$ 92,150.00	\$ 101,000.00	\$ -	\$ -	\$ -	\$ 18,399,497.74	330%
Dollar amt of loans/equity	\$ 15,600,000.00	\$1,263,717.00	\$ 541,237.00	\$ 544,250.00	\$ 300,000.00	\$ 73,000.00	\$ 1,222,770.50	\$ 1,850,042.00	\$ 6,496,600.00	\$ 85,000.00	\$ 655,000.00	\$ 50,000.00	\$ 5,000.00	\$ 13,086,616.50	84%
Training Sessions held	70	17	14	13	22	28	11	10	12	13	15	11	13	179	256%
# of attendees	1000	288	207	266	424	444	128	139	245	197	211	199	143	2,891	289%

ACTION ITEMS





WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT Approval to Elect Board Member, Chris Huxsoll, to Serve as Board Secretary the Duration of the Two-Year Term of Office through June 30, 2024	MEETING DATE January 19, 2024	AGENDA ITEM VII.A
FROM Heather Henry, President/Executive Director	ACTION REQUIRED YES✓ NO	ATTACHMENTS NONE

RECOMMENDATION

It is the recommendation of the Ad-Hoc Nominations Committee that the Board considers and elects Board member, Chris Huxsoll, to serve as the Workforce Development Board (WDB) of Solano County's Board Secretary for the remainder of the two-year term of office, to be effective immediately and expire June 30, 2024.

DISCUSSION

At the November 17, 2023, Board Meeting, an announcement was made that Board Member Melvinia King would be resigning from her seat to be effective December 31, 2023. Ms. King also served as Board Secretary, leaving this seat vacant. The Ad-Hoc Nominations Committee was asked to meet again in January to discuss nominations that would be presented to the full Board and the January 2024 meeting for a formal vote and election.

On December 19, 2023, an email was sent to all members of the Board, asking if anyone was interested in serving as Secretary and would like to be considered OR would like to nominate another Board member. Responses were requested to be received by January 3, 2024. Although no nominations were received, staff did reach out to Mr. Chris Huxsoll to follow up on his interest in a nomination should a future vacancy occur. Mr. Huxsoll accepted the nomination.

On January 9, 2024, the Ad-Hoc Committee met via Zoom to review nominee(s) for Board Secretary. The committee acknowledged Mr. Huxsoll as the only nominee for Board Secretary.

ALTERNATIVES

Board members could choose to not accept the nominated officer; however, this would create the need to identify a new nominee(s) and vote accordingly.

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

Current Committee Members

Standing Committees

Executive – meets bi-annually

Chris Churchill (Chair)	Mario Giuliani (Treasurer)
Shannon Dodds (Vice-Chair)	Mary Dugbartey (Member-At-Large)
Vacant (Secretary)	Megan Richards (non-Board Member)

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

Vacant (Chair)	Shannon Dodds
Fadi Halabi (Ex-Officio)	Suzanne Castano
Gerald Huber	David Tam
Dr. Rhuenette Alums (non-Board Member)	

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

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

Ad-Hoc Committees

Human Resources – meets as needed

Shannon Dodds (Chair)	Danny Bernardini
Gerald Huber	David Tam

Nomination Committee – meets as needed

Mark DeWeerd (Chair)	Mario Giuliani
David Tam	

Working Waterfront Coalition Committee – meets as needed

Sal Vaca (Chair)	Chris Churchill
Kelli Courson	Dr. Celia Esposito-Noy
Deanna Hurn	Idowu Koyejo
Glenn Loveall	Thomas Stuebner
Bobby Winston	

BOARD OF DIRECTORS

OFFICERS

Chris Churchill, Vice Chair
President,
Advance Marketing
Business Representative

Shannon Dodds, Vice Chair
VP of Operations,
Paradise Valley Estates
Business Representative

Vacant, Secretary

Mario Giuliani, Treasurer
Deputy City Manager,
City of Benicia
Economic Development Representative

MEMBER-AT-LARGE

Mary Dugbartey
Director, Talent & Organizational Development,
NorthBay Healthcare Foundation
Business Representative

Danny Bernardini
Business Manager,
Napa Solano Building &
Construction Trades Council
Labor Representative

Suzanne Castano
Team Manager,
CA State Department of Rehabilitation
Vocational Rehabilitation Representative

Kelli Courson
Owner,
Express Employment Professionals
Business Representative

Mark DeWeerd

Consultant, Center for Organizing & Bargaining,
California Teachers Association
Labor Representative

Dr. Celia Esposito-Noy

President,
Solano Community College
Education Representative

Fadi Halabi, Chair

President,
Duracite
Business Representative

Janice Fera

Consortium Manager,
Solano Adult Education Consortium
Education Representative

Tim Healer

Vice President
Senior Relations Manager
Rabo AgriFinance
Business Representative

Coco House

Director,
Solano County Farm Bureau
Business Representative

Gerald Huber

Director,
Solano County Health & Social Services
Welfare-to-Work/Food Stamps/
Community Development Representative

Deanna Hurn

Founder/CEO,
Miracle Math Coaching
Business Representative

Chris Huxsoll

Senior VP of Operations,
Polaris Pharmaceuticals, Inc.
Business Representative

Idowu Koyejo

Owner,
Teme Salon LLC
Business Representative

Glenn Loveall

Special Projects Coordinator,
Napa-Solano Central Labor Council
Labor Representative

Sabrina Martin

Apprenticeship Coordinator,
Operating Engineers Local 3
Apprenticeship Program Representative

Margie Poulos

VP of Global Human Resources,
Jelly Belly Candy Company
Business Representative

Stephen Reese

Chief Executive Officer,
Million Services, Inc.
Business Representative

Thomas Stuebner

Chief Executive Officer,
California Human Development
Community Workforce Representative

David Tam

Cluster Manager – EPM III,
Employment Development Department
Wagner-Peyser Representative

