



# WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY

## **Executive Committee Meeting**

Thursday, February 9, 2023

10:30 a.m. – 11:30 a.m.

**via Zoom**

<https://us02web.zoom.us/j/85095297234?pwd=NFdNVlBIZzJNK0l0cjBLbTNjN1dnZz09>

Meeting ID: 850 9529 7234

Passcode: 137615



**WORKFORCE DEVELOPMENT BOARD**  
OF SOLANO COUNTY

**PUBLIC MEETING ANNOUNCEMENT**

**EXECUTIVE COMMITTEE**

**Date: Thursday, February 9, 2023**

**Time: 10:30 a.m. - Open Session**

**Location: Via Zoom**

On September 16, 2021, Assembly Bill No. 361 was approved by Governor Newsom and filed with Secretary of State the same day. Given that the State of California is considered to still be in a state of emergency pursuant to the California Emergency Act (CA GOV § 8625), due to the current pandemic, meetings held by the Workforce Development Board of Solano County (WDB) that fall under Brown Act requirements will continue to be held virtually as meeting in person may present imminent risks to the health or safety of attendees.

The WDB has taken steps to utilize technology to encourage full public participation during its upcoming meeting. The above scheduled meeting will be accessible through the following option:

Join Zoom Meeting

<https://us02web.zoom.us/j/85095297234?pwd=NFdNVlBIZzJNK0l0cjBLbTNjN1dnZz09>

Meeting ID: 850 9529 7234

Passcode: 137615

Call in via Zoom: 669-900-6833

You can join the Zoom meeting from a computer, mobile device, or tablet. The Zoom meeting information will be provided in every meeting agenda. Members of the public will be given the opportunity to provide public comment remotely during the public comment period or may provide public comment in advance by email to: [tgallentine@solanowdb.org](mailto:tgallentine@solanowdb.org) not later than 24 hours in advance of the scheduled meeting. All such written comments that are related to employment and training in Solano County will be read aloud at the meeting.

For more information about Assembly Bill No. 361, visit [California Legislative Information](#) or contact Tammy Gallentine at [tgallentine@solanowdb.org](mailto:tgallentine@solanowdb.org) or by calling 707-863-3552.

Items Distributed to the Committee less than 72 hours prior to meeting – Pursuant to Government Code section 54957.5, non-exempt public records that relate to open session agenda items and are distributed to a majority of the Committee less than seventy-two (72) hours prior to the meeting will be available to the public inspection by contacting Tammy Gallentine at [tgallentine@solanowdb.org](mailto:tgallentine@solanowdb.org) or by calling 707-863-3552 during regular business hours. When practical, these public records will also be made available on WDB's website at <https://solanoeemployment.org/board-of-directors>.

The Workforce Development Board of Solano County thanks you for your cooperation in advance. Our community's health and safety is our highest priority.



## WORKFORCE DEVELOPMENT BOARD

OF SOLANO COUNTY

### EXECUTIVE COMMITTEE

Thursday, February 9, 2023

10:30 a.m. – 11:30 a.m.

#### Join Zoom Meeting

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Meeting ID: 850 9529 7234

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### MEETING AGENDA

- I. Welcoming/Convening**
- II. Agenda Changes and/or Deletions**
- III. Public Comment** - *Public comments on agenda items and items under the jurisdiction of the Committee shall be made at this time. Written comments submitted by the public will also be read. Please note: Instructions to submitted written comments are outlined in the Public Announcement of this meeting.*
- IV. Closed Session**
  - A. Pursuant to §54957.6(a) Discussion Regarding Employee Matters
- V. Open Session**
  - A. Pursuant to §54957.6(a) Report on any Action Resulting from Closed Session
- VI. Consent Calendar**
  - A. Consider Adoption of Resolution 2023-01 to Continue Remote Meetings Pursuant to AB361 1
  - B. Approval of the September 13, 2022, Meeting Minutes 5
- VII. Action Items**
  - A. Review and Approval of Two Culturally Competent Technical Assistance Contracts for a Collective Amount Not to Exceed \$190,000 for the Period of February 13, 2023, through September 30, 2024, funding by the American Rescue Plan Act; Give the President/Executive Director Signature Authority and Authority to Make Administrative Changes to the Contract, as Needed 7
  - B. Review and Approval for a Contract with TAD Grants to Provide Technical Assistance to Support Community Workforce Grantees Not to Exceed \$100,000 for the Period of March 1, 2023, through September 30, 2024, funded by the American Rescue Plan Act; Give the President/Executive Director Both Signature Authority and Authority to Make Administrative Changes to the Contract, as Needed 34
  - C. Review and Approval of a Contract with Full Capacity Marketing Inc. (FCM) to Provide an Outreach and Recruitment Assistance Campaign Not to Exceed \$74,150 for the Period of March 1, 2023, through June 30, 2023, funded by the American Rescue Plan Act; Give the President/Executive Director Signature Authority and Authority to Make Administrative Changes to the Contract, as Needed 42
- VIII. Adjournment**

Note: The next Executive Committee will be scheduled at a later time.

# CONSENT CALENDAR





**WORKFORCE DEVELOPMENT BOARD**  
OF SOLANO COUNTY

**AGENDA SUBMITTAL**

<b>SUBJECT:</b> Consider Adoption of Resolution 2023-01 to Continue Remote Meetings Pursuant to AB361	<b>MEETING DATE</b> February 9, 2023	<b>AGENDA ITEM</b> VI.A
<b>FROM:</b> Heather Henry President/Executive Director	<b>ACTION REQUIRED</b> YES ✓ NO	<b>ATTACHMENTS</b> A

**RECOMMENDATION**

It is recommended that the Executive Committee consider adopting a Resolution, on behalf of the Board of Directors, to continue remote meetings for the next 30 days from the date of the initial adoption as result of the continuing COVID-19 pandemic state of emergency declared by Governor Newsom, and that holding the Board of Director's and Committee meetings, that are subject to the Brown Act, in person would present imminent risks to the health or safety of attendees.

**SUMMARY**

On March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic. That proclamation remains in effect. As a result of the state of emergency, the Governor issued executive orders that waived the normally strict provisions of the Brown Act relating to holding and participating in meetings via teleconferencing. Executive Order N-29-20 allowed bodies subject to the Brown Act to meet without a physical meeting location, so long as various requirements were met, including providing the public the opportunity to observe and participate in the meeting telephonically or electronically. Executive Order N-08-21 extended the suspension of the Brown Act's normal teleconferencing rules through September 30, 2021.

On September 16, the Governor signed AB 361, urgency legislation which took effect immediately. AB 361 amended Government Code section 54953 to address holding meetings subject to the Brown Act via teleconferencing during a declared state of emergency. The amended section 54953 takes the place of the provisions of the prior executive orders related to teleconferencing, except that Governor Newsom has subsequently clarified that requirements related to public meetings of local legislative bodies set forth in Executive Order N-08-21 would continue to govern through September 30, 2021, so long as notice of the public meeting is provided, and the public has the opportunity to observe and participate in the meeting as required by AB 361. AB 361 allows a board, commission, or committee subject to the Brown Act, called "legislative bodies" under the Brown Act, to meet via teleconference without following the normal Brown Act teleconference rules if any of the following circumstances exist:

"A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees. [or]

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.”  
(Gov’t Code §54953(e)(1) [AB 361, p. 9].)

If the meeting is held via teleconference under these provisions, the meeting body must meet certain requirements under AB 361, including providing public access to the meeting and opportunity for the public to address the members of the legislative body. AB 361 also requires periodic review of the determination to continue to meet via teleconference. If the state of emergency is still active, or if “state or local officials have imposed or recommended measures to promote social distancing,” then no later than 30 days after meeting via teleconference for the first time pursuant to AB 361, the body must make a finding that the body “has reconsidered the circumstances of the state of emergency” and further find that “[a]ny of the following circumstances exist: (i) The state of emergency continues to directly impact the ability of the members to meet safely in person. (ii) State or local officials continue to impose or recommend measures to promote social distancing.” (Gov’t Code §54953(e)(3) [AB 361, p. 11].)


Based on the CDC established Community Transmission metric, Solano County is considered “low” on the 3-tier metric designed to reflect a community’s COVID-19 case rate and percent positivity. Although the metric considers Solano County’s “low”, meeting in person can still potentially present imminent risks to the health and safety of attendees. Having met the conditions described above, staff has prepared a resolution for the Executive Committee’s consideration. Adoption of the resolution will enable the Board of Director’s and it’s standing committees to continue to meet remotely pursuant to AB 361. If the resolution is adopted, no later than 30 days after the Board or Committee’s first meet via teleconference, the Board or Executive Committee will be required to adopt the requisite findings to continue to meet remotely if the Board or Executive Committee desired to do so and conditions warranted making the required findings.

#### **ALTERNATIVES**

Should the Executive Committee choose not to adopt this resolution, items on the agenda cannot be heard and must be postponed to a rescheduled meeting date to be held in person. This may not be ideal for the action item and/or discussion items for this or future Committee or Board meetings.

**AGENCY BUDGET IMPACT:** This action has no financial impact.

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

  
\_\_\_\_\_  
Heather Henry, President/Executive Director

**Resolution No. 2022-6**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WORKFORCE  
DEVELOPMENT BOARD OF SOLANO COUNTY ADOPTING A RESOLUTION  
REGARDING THE RALPH M BROWN ACT AND FINDING OF IMMINENT RISK TO  
HEALTH AND SAFETY OF IN-PERSON MEETINGS AS A RESULT OF THE CONTINUING  
COVID-19 PANDEMIC STATE OF EMERGENCY DECLARED BY GAVIN NEWSOM,  
GOVERNOR OF THE STATE OF CALIFORNIA**

**WHEREAS**, on March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic; and,

**WHEREAS**, on March 17, 2020, Governor Newsom issued Executive Order N-29-20 that suspended the teleconferencing rules set forth in the California Open Meeting law, Government code Section 54950 et seq. (the “Brown Act”), provided certain requirements were met and followed; and

**WHEREAS**, on June 11, 2021, Governor Newsom issued Executive Order N-08-21 that clarified the suspension of the teleconferencing rules set forth in the Brown Act, and further provided that those provisions would remain suspended through September 30, 2021; and,

**WHEREAS**, on September 16, 2021, Governor Newsom signed AB 361 that provides that a legislative body subject to the Brown Act may continue to meet without fully complying with the teleconferencing rules in the Brown Act provided the legislative body determines that meeting in person would present imminent risks to the health or safety of attendees, and further requires that certain findings be made by the legislative body every thirty (30) days; and,

**WHEREAS**, AB 361 amends the Brown Act (Government Code section 54953) to add the following provision: (e)(1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances: (B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

**WHEREAS**, AB 361 amends the Brown Act (Government Code section 54953) to add the following provision: (e)(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote: (A) The legislative body has reconsidered the circumstances of the state of emergency. (B) Any of the following circumstances exist: (i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

**WHEREAS**, the Board of Directors for the Workforce Development Board of Solano County (WDB) is empowered to take actions necessary to protect public, health, welfare and safety within the region; and,

**WHEREAS**, WDB has an important governmental interest in protecting the health, safety and welfare of those who participate in meetings of WDB’s various legislative bodies subject to the Brown Act; and,

**WHEREAS**, all teleconferenced meetings of the WDB Board of Directors, WDB Executive Committee, as well as all subcommittees of the Board of Directors shall comply with the requirements to provide the public with access to meetings as prescribed in paragraph (2) of subdivision (e) of Government Code section 54953;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Workforce Development Board of Solano County finds that the Governor's March 4, 2020 declaration of a state of emergency due to the COVID-19 pandemic remains active.

**BE IT FUTHER RESOLVED**, the Board of Directors of the Workforce Development Board of Solano County finds that due to the state of emergency, meeting in person would present imminent risks to the health or safety of attendees and/or the state of emergency continues to directly impact the ability of the members to meet safely in person due to the prevalence of the COVID-19 virus, the indoor setting of meeting facilities, the potential presence of unvaccinated individuals attending meetings, the potential for noncompliance with mask wearing requirements, and desire to protect the health of immuno-compromised members, staff, and the public.

**PASSED AND ADOPTED** this 9th day of February 2023.

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Fadi Halabi, WDB Board of Directors/Executive Committee Chair

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Heather Henry, WDB President/Executive Director



**MINUTES**  
**EXECUTIVE COMMITTEE MEETING**  
**October 11, 2022**

**I. Welcoming/Convening**

Chair, Fadi Halabi, called the meeting to order at 1:48 p.m. Quorum was established.

**Members Present:** Chris Churchill, Mary Dugbartey, Fadi Halabi Melvinia King, Nancy Nelson

**Members Absent:** Fadi Halabi, Mario Giuliani

**Staff Present:** Heather Henry, Lauren Bender, Tammy Gallentine

**II. Agenda Changes and/or Deletions -** There were no changes to the agenda.

**III. Public Comment -** There were no public comments.

**IV. Closed Session**

At 1:49 p.m., Mr. Halabi closed the public meeting and adjourned into a closed session.

**A. Pursuant to §54957.6(b)(1) Review of Tentative Changes to the Collective Bargaining Agreement Between SEIU 1021 and the Workforce Development Board of Solano County for the Period of October 1, 2022, through September 30, 2024**

**V. Reconvene Open Session**

At 1:53 p.m., the public meeting was reconvened. The following report was given:

**A. Pursuant to §54957.6(b)(1) Report on any Action Resulting from Closed Session**

**MOTION #1**

A motion was made and seconded to approve the changes to Section 22, as presented, to the Collective Bargaining Agreement Between SEIU 1021 and the Workforce Development Board of Solano County for the Period of October 1, 2022, through September 30, 2024. These changes specifically outline continuing employer to pay 100% of the premium cost of medical insurance at the Kaiser Gold Plan for the employee and twenty-five (25%) of the employee's dependent's premium. Kaiser Gold will be the default medical plan and premium limit the employer will pay.

**(Churchill/King) MOTION PASSED UNANIMOUSLY**

**VI. Consent Calendar**

**A. Consider Adoption of Resolution 2022-06 to Continue Remote Meetings Pursuant to AB361**

**B. Approval of the September 13, 2022 Meeting Minutes**

**MOTION #2**

A motion was made and seconded to approve the consent calendar.

**(Churchill/Dugbartey) MOTION PASSED UNANIMOUSLY**

**VII. Action Items**

**A. Review and Approval for a Contract with BuildEd to Provide Entrepreneurship Training Services Not to Exceed \$240,000 and Give the President/Executive Director Signature Authority and Authority to Make Administrative Changes to the Contract, as Needed**

Ms. Henry gave a brief overview of agenda item VII.A, which was included as part of the agenda package and incorporated herein. It was noted that BuildEd was selected through

a sole source procurement due to the lack of organizations in Solano County providing this service.

**MOTION #3**

A motion was made and seconded to approve a contract with BuildED to provide entrepreneurship training services not to exceed \$240,000 and give the President/Executive Director signature authority and authority to make administrative changes to the contract, as needed

**(Churchill/King) MOTION PASSED UNANIMOUSLY**

**B. Review and Approval for a Contract with Solano Family & Children's Services to Provide Family Childcare Provider Entrepreneurship Training Not to Exceed \$130,000 and Give the President/Executive Director Signature Authority and Authority to Make Administrative Changes to the Contract, as Needed**

Ms. Henry gave a brief overview of agenda item VII.B, which was included as part of the agenda package and incorporated herein. It was noted that Solano Family & Children's Services was selected through a sole source procurement due to their local location and experience.

**MOTION #4**

A motion was made and seconded to approve a contract with Solano Family & Children's Services to provide family childcare provider entrepreneurship training services not to exceed \$130,000 and give the President/Executive Director signature authority and authority to make administrative changes to the contract, as needed

**(Churchill/Dugbartey) MOTION PASSED UNANIMOUSLY**

**C. Review and Approval for a Contract with Workforce Alliance of the North Bay to Provide Support for the Certified Nursing Assistant UpSkilling Program Not to Exceed \$20,000 and Give the President/Executive Director Signature Authority and Authority to Make Administrative Changes to the Contract, as Needed**

Ms. Henry provided an overview of agenda item VII.C., which was included as part of the agenda packet and incorporated herein. It noted the Workforce Alliance of the North Bay was selected through a sole source procurement as part of supporting the program regionally through Accelerator 10.0 grant funds.

**MOTION #5**

A motion was made and seconded to approve a contract with Workforce Alliance of the North Bay to Provide Support for the Certified Nursing Assistant UpSkilling Program not to exceed \$20,000 and give the President/Executive Director signature authority and authority to make administrative changes to the contract, as needed

**(King/Churchill) MOTION PASSED UNANIMOUSLY**

**VIII. Adjournment** - The meeting adjourned at 2:11 p.m.

Respectfully submitted by:

  
\_\_\_\_\_  
Tammy Gallentine, Executive & Board Support Specialist

# ACTION ITEMS





**WORKFORCE DEVELOPMENT BOARD**  
OF SOLANO COUNTY

**AGENDA SUBMITTAL**

<b>SUBJECT:</b> Review and Approval of Two Culturally Competent Technical Assistance Contracts for a Collective Amount Not to Exceed \$190,000 for the Period of February 13, 2023, through September 30, 2024, funding by the American Rescue Plan; Give the President/Executive Director Signature Authority and Authority to Make Administrative Changes to the Contract, as Needed	<b>MEETING DATE</b> February 9, 2023	<b>AGENDA ITEM</b> VII.A
<b>FROM:</b> Heather Henry President/Executive Director	<b>ACTION REQUIRED</b> YES ✓ NO	<b>ATTACHMENTS</b> A, B, C

**RECOMMENDATION**

It is recommended that the Executive Committee, on behalf of the Board of Directors, approve the contracts for Black Chamber of Solano County and the Hispanic Chamber of California funded under the American Rescue Plan Act (ARPA) to provide culturally sensitive technical assistance to minority-owned small business owners in Solano County for a period of February 13, 2024, through September 30, 2024. These contracts are not eligible for renewal once the contract term ends.

It is also recommended that the Executive Committee 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.

**DISCUSSION**

The California Association for Microenterprise Opportunity estimates 41% of black owned businesses could be permanently closed as a result of the pandemic. County-wide 43.5% of businesses are minority owned. The long-term potential economic impact on minority-owned businesses must be mitigated with small business supports and technical assistance.

To address this issue the Solano County Board of Supervisors has allocated funding to procure culturally and linguistically sensitive business advising, and technical assistance managed by the Solano-Napa Small Business Development Center (SBDC). The SBDC anticipates contracting with entities who serve and support minority small businesses to provide training, advising and/or support programs for up to 200 businesses, targeting disproportionately impacted small business communities.

### RFQ Process

The WDB released a Request for Quotes (RFQ) for Culturally Competent Technical Assistance to Support Minority Owned Small Businesses on November 28, 2022, with funding up to \$190,000 over two years. The RFQ was disseminated to several partners to assist with the awareness and circulation to community organizations and agencies and posted on the County's Public Purchasing website as well as the WDB's website. Staff received five (5) quotes which included California Hispanic Chamber of Commerce, Working Solutions, National Black Entrepreneurship Project, Black Chamber of Solano County, and FIRE (Finance Insurance Real Estate Entrepreneurship).

A selection committee was formed to review and score all proposals. The committee met on January 5, 2023, to review the scores and discuss the results and make recommendations for Culturally Competent Technical Assistance Grant recipients.

Applicants could receive up to 100 points. Below is a breakdown of the aggregate scores for each quote received.

<b>Proposer</b>	<b>Total Points Possible</b>	<b>Average Score</b>
California Hispanic Chamber of Commerce	100	80.25
Working Solutions	100	60.25
National Black Entrepreneurship Project	100	79
Black Chamber of Solano County	100	68.75
FIRE (Finance Insurance Real Estate Entrepreneurship)	100	87.25

The committee agreed the two organizations selected best demonstrated the ability to effectively reach their respective targeted populations and possess the expertise and capacity to provide technical assistance support to minority owned businesses.

The concept of the contracts was reviewed and approved at the Planning & Oversight Committee held on January 10<sup>th</sup>. The committee also approved staff to enter into contract negotiations with the two awardees and present the final contracts to the full Board for approval. Due to the timing of the Board meeting, the Board approved the contracts could be approved by the Executive Committee, once finalized.

**ALTERNATIVES:** The Committee could choose not to approve one or both contracts, and instead provide staff with direction to reevaluate additional proposals for consideration. However, the organizations selected meet the requirements to of the RFQ and are the most qualified to carry out the Scope of Work, as presented.

**AGENCY BUDGET IMPACT:** The necessary funding to cover the cost of this contract is included in the FY22-23 budget 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.



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Heather Henry, President/Executive Director

# SERVICE AGREEMENT CONTRACT



## WORKFORCE DEVELOPMENT BOARD

OF SOLANO COUNTY

For WDB Use Only  
**Contract No.**  
**PY-22-019**

1. This Contract is entered into between the Workforce Development Board (WDB) of Solano County and Solano County Black Chamber of Commerce ("Contractor") for American Recovery Plan Act (ARPA) Culturally Competent Technical Assistance to Support Minority Owned Small Businesses
2. The term of this Contract is: February 13, 2023, through September 30, 2024
3. The Maximum amount of this contract is: \$ 100,000.00

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

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

### APPROVED FOR THE WORKFORCE DEVELOPMENT BOARD

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

NAME: Heather Henry

TITLE: President/Executive Director

DATE: \_\_\_\_\_

#### ADDRESS:

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

### APPROVED BY THE SOLANO COUNTY BLACK CHAMBER OF COMMERCE

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

NAME: Tamuri Richardson

TITLE: President & CEO

DATE: \_\_\_\_\_

#### ADDRESS:

4820 Business Center Drive, Suite 110  
Fairfield, CA 94534  
(707) 673-2148

**Approved as to Form:** \_\_\_\_\_

Solano County Counsel

## **EXHIBIT A SCOPE OF WORK**

### **I. SERVICE DELIVERY**

#### **A. GENERAL EXPECTATIONS OF THE CONTRACTOR**

1. Provide business coaching and support to minority owned businesses in Solano County
2. Provide business development training to minority owned businesses and microbusinesses to promote business growth, management, accounting services, and government certification.
3. Follow American Rescue Plan Act (ARPA), Solano-Napa Small Business Development Center (SBDC), and Workforce Development Board (WDB) of Solano County's programmatic and administrative guidelines.
4. Leverage community resources and collaborative community partnerships to support Solano County businesses improve access to small business services.
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 owned, for profit and non-profit, Start up and Advance businesses, in Solano County.
2. ***Eligibility Determination*** – Contractor will refer potential participants to the SBDC for eligibility determination for ARPA Culturally Competent Business Advising services. Contractor will support the SBDC in collecting any required documentation or paperwork. The SBDC will have the final approval of participants to be enrolled in ARPA services.

ARPA participant eligibility requirements:

- A Solano County resident or business in Solano County;
- Meets an eligible ARPA business population as outlined in *WDB 2022-03 ARPA Eligibility and Enrollment Policy*

Contractor may not provide assistance to small businesses or residents that did not experience a negative economic impact (faced financial insecurity, substantial declines in gross receipts, or experienced other economic harm) as a result of the pandemic, unless the business or resident can identify with one of the following ARPA business/resident populations:

- Microbusiness (less than 10 employees)
  - Resident who is a Member of a Minority Group or is a Minority-Owned Business
  - Women-Owned Business
3. ***Training Program*** – Contractor will provide participants with training to build skills relating to minority owned businesses in Solano County. The curriculum will include learning activities designed for those starting or advancing their business, delivered through one-on-one business support:
    - Executive Summary/Business Plans
    - Grant Preparation and Review

- Introduction to Business Services
  - Advanced Business Service Needs
  - Accounting Services
  - Business Coaching (Marketing Analysis, Business Projections)
  - Government Certification
  - Bidding Preparation and Process
  - Additional Business Assistance
4. 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 technical assistance provided by the SBDC;
- h. Guarantee that all program services provided are readily accessible to eligible individuals and meet Americans with Disabilities Act (ADA) and Equal Opportunity requirements; and
- i. Provide services that adhere to all applicable policies and procedures promulgated by the SBDC, 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 SBDC staff. As part of this communication, the Contractor must inform the SBDC 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/SBDC 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/SBDC 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 SBDC and shall be delivered upon request of the SBDC. Contractor shall have no claim for further employment or additional compensation as a result of the exercise by the WDB/SBDC 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 SBDC to support any participant or project reporting requirements for services provided to participants as part of this Contract. The Contractor must submit monthly performance reports containing quantitative outcomes and participant details in a format co-designed with the SBDC.

Reporting elements will additionally 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 200 clients during the contract period:

Measure	Goal
Number of minority-owned businesses served	80
Number of new business start-ups	10
Number of businesses receive a loan or equity	5
Number of businesses that will increase personal income or sales	30

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/SBDC staff will be responsible for the following:

1. . Develop an eligibility and intake process in partnership with Contractor and provide eligibility determination of participants entering project activities;
2. Provide data tracking, documentation maintenance, and outcome tracking for participants entering project activities;
3. Provide technical assistance to Contractor staff in the areas of ARPA compliance, CalJOBS data entry and ARPA performance measures;
4. Inform Contractor of Federal, State, and local policies and procedures that may impact the operations of the program, and give assistance as needed to implement them accordingly;
5. Ensure compliance with all rules, regulations, and policies issued under ARPA; and
6. Process payments for services.

The roles and responsibilities of the WDB/SBDC 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.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

<b>BUDGET SUMMARY</b> <b>(Cost Categories)</b>	<b>Year One</b> <b>(2/23 – 9/24)</b>	<b>TOTAL</b>
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<b>PROGRAM OPERATING COSTS</b>		
Business Advisors (1,710 hours @ \$50/hr)	\$85,500	\$85,500
Facilities	\$4,500	\$4,500
<b>SUBTOTAL OPERATING COSTS:</b>	<b>\$90,000</b>	<b>\$90,000</b>

<b>ADMINISTRATIVE COSTS (No More Than 10%)</b>		
Administrative Costs	\$10,000	\$10,000
<b>CONTRACT TOTALS:</b>	<b>\$100,000</b>	<b>\$100,000</b>

1. The WDB/SBDC agrees to pay the Contractor for services upon the presentation of an appropriate invoice and documents supporting the deliverables as defined in the Scope of Work to be performed. The Contractor shall submit monthly invoices detailing work performed for each deliverable detailed in the Scope of Work (Exhibit A) and amount payable to the SBDC Director, or designee. Monthly invoices for payment should be submitted to the SBDC by the 15<sup>th</sup> day of the subsequent month. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the SBDC Director or designee, and the deliverables described in Exhibit A, Scope of Work have been accepted in writing by the SBDC Director or his/her designee.
2. Contractor must request approval for transfers between budget line items, which are set forth in Exhibit B (Budget Summary) when the cumulative amount of such transfers exceed 10% of the budget cost category total amount. Requests for transfers between budget line items must be presented to the WDB in writing, which approval may be withheld in the sole and absolute discretion of WDB/SBDC. WDB may authorize the addition of budget line items for transfers under this section, provided that the line item added does not substantially change the scope of services to be provided under this Contract and does not increase the total contract amount.
3. Contractor shall provide any additional documentation as required by WDB/SBDC at any time in order to substantiate Contractor's claims for payment. WDB/SBDC may elect to withhold payment for failure by Contractor to provide such documentation required by WDB/SBDC.
4. Contractor must maintain backup documentation onsite that supports the financial data submitted to the WDB/SBDC. Contractor shall make this backup documentation available upon request of the WDB/SBDC. Financial data (invoice) submitted by Contractor must meet the criteria set forth in section E below.
5. Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment, or payments to subcontractors. Such expenses include specific items directly charged to the project. The expenses must be grant-related (i.e., to further the program objectives as defined in the grant award) and be incurred (realized) during the grant period. County reserves the right to make the final determination if an operating expense is allowable and necessary.
6. The maximum payment under the terms of this contract shall under no circumstances, exceed **\$100,000** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.

# SERVICE AGREEMENT CONTRACT



## WORKFORCE DEVELOPMENT BOARD

OF SOLANO COUNTY

For WDB Use Only  
**Contract No.**  
**PY-22-020**

1. This Contract is entered into between the Workforce Development Board (WDB) of Solano County and California Hispanic Chambers of Commerce ("Contractor") for American Recovery Plan Act (ARPA) Culturally Competent Technical Assistance to Support Minority Owned Small Businesses
2. The term of this Contract is: February 13, 2023 through September 30, 2024
3. The Maximum amount of this contract is: \$ 90,000.00

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

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

### APPROVED FOR THE WORKFORCE DEVELOPMENT BOARD

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

NAME: Heather Henry

TITLE: President/Executive Director

DATE: \_\_\_\_\_

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

### APPROVED BY THE CALIFORNIA HISPANIC CHAMBERS OF COMMERCE

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

NAME: Oscar Garcia

TITLE: Senior Vice-President

DATE: \_\_\_\_\_

ADDRESS:  
1510 J Street #210  
Sacramento, CA 95814  
(916) 444-2221

**Approved as to Form:** \_\_\_\_\_

Solano County Counsel

## **EXHIBIT A SCOPE OF WORK**

### **I. SERVICE DELIVERY**

#### **A. GENERAL EXPECTATIONS OF THE CONTRACTOR**

1. Provide essential business and technical assistance targeted towards low-income microenterprise business owners and communities through “Programa Hispano”.
2. Provide high-quality business and economic development assistance to small businesses and entrepreneurs to promote business start-up, growth, expansion, innovation, profitability, management improvement, employment, and economic development.
3. Follow American Rescue Plan Act (ARPA), Solano-Napa Small Business Development Center (SBDC), and Workforce Development Board (WDB) of Solano County’s programmatic and administrative guidelines.
4. Leverage community resources and collaborative community partnerships to support Solano County businesses improve access to small business services.
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 Hispanic businesses, with a concentration on Spanish-speaking entrepreneurs in Solano County/ Napa.
2. ***Eligibility Determination*** – Contractor will refer potential participants to the SBDC for eligibility determination for ARPA Culturally Competent Business Advising services. Contractor will support the SBDC in collecting any required documentation or paperwork. The SBDC will have the final approval of participants to be enrolled in ARPA services.

ARPA participant eligibility requirements:

- A Solano County resident or business in Solano County;
- Meets an eligible ARPA business population as outlined in *WDB 2022-03 ARPA Eligibility and Enrollment Policy*

Contractor may not provide assistance to small businesses or residents that did not experience a negative economic impact (faced financial insecurity, substantial declines in gross receipts, or experienced other economic harm) as a result of the pandemic, unless the business or resident can identify with one of the following ARPA business/resident populations:

- Microbusiness (less than 10 employees)
- Resident who is a Member of Minority Group or a Minority-Owned Business
- Women-Owned Business

3. ***Microenterprise Program*** – Contractor will provide two (2) 10-week cohorts to build skills relating to new entrepreneurs or existing small businesses. The workshop curriculum will include learning activities delivered through online workshops. The curriculum will include topics, such as:

1. Rebuilding strategies for small business and how to start a successful business
  2. Principles of a business plan
  3. Fundamentals of marketing and how to create a competitive advantage
  4. How to set up a startup and business operation budget
  5. How to set up a business recordkeeping system
  6. Basic principles of supervision and management
  7. How to finance your business and access to capital
  8. How to grow and expand
  9. How to manage risk management
4. ***Specialized Services*** – Participants will receive up to ten (10) hours of personalized support to complete the cohort and project activities to include support and advising, such as:
1. Connections to financial advisors
  2. Business planning
  3. Accounting and financial analysis
  4. Human resources
  5. Business continuity
  6. Environmental management
  7. Marketing and advertising
  8. Strategic development
5. 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 or provide technological access where services can be reliably provided for program participants;
  - f. Provide internal monitoring and oversight of program activities and requirements;
  - g. Participate in technical assistance provided by the SBDC;
  - h. Guarantee that all program services provided are readily accessible to eligible individuals and meet Americans with Disabilities Act (ADA) and Equal Opportunity requirements; and
  - i. Provide services that adhere to all applicable policies and procedures promulgated by the SBDC, 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 or provide technological access to services. If services are provided within the County, where feasible, Contractor will ensure service 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 SBDC staff. As part of this communication, the Contractor must inform the SBDC 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/SBDC 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/SBDC 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/SBDC 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 SBDC and shall be delivered upon request of the SBDC. Contractor shall have no claim for further employment or additional compensation as a result of the exercise by the WDB/SBDC 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 SBDC to support any participant or project reporting requirements for services provided to participants as part of this Contract. The Contractor must submit monthly performance reports containing quantitative outcomes and participant details in a format co-designed with the SBDC.

Reporting elements will additionally 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 50-75 clients during the contract period:

<b>Measure</b>	<b>Goal</b>
Number of participants	75
Number of New Microenterprise Start Ups	10
Number of businesses that will get a loan	5
Number of businesses that will increase personal income or sales	30

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/SBDC RESPONSIBILITIES**

The WDB/SBDC staff will be responsible for the following:

1. Develop an eligibility and intake process in partnership with Contractor and provide eligibility determination of participants
2. Provide data tracking, documentation maintenance, and outcome tracking for participants entering project activities;
3. Provide technical assistance to Contractor staff in the areas of ARPA compliance and ARPA performance measures;
4. Inform Contractor of Federal, State, and local policies and procedures that may impact the operations of the program, and give assistance as needed to implement them accordingly;
5. Ensure compliance with all rules, regulations, and policies issued under ARPA; and
6. Process payments for services.

The roles and responsibilities of the SBDC 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.



**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

<b>BUDGET SUMMARY</b> <b>(Cost Categories)</b>	<b>Year One</b> <b>(2/23 – 9/24)</b>	<b>TOTAL</b>
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<b>PROGRAM OPERATING COSTS</b>		
Consulting/Advisors (750 hours @ \$100/hr)	\$75,000	\$75,000
2 Training Cohorts (2x10 week sessions)	\$6,000	\$6,000
<b>SUBTOTAL OPERATING COSTS:</b>	<b>\$81,000</b>	<b>\$81,000</b>

<b>ADMINISTRATIVE COSTS (No More Than 10%)</b>		
Administrative Costs	\$9,000	<b>\$9,000</b>
<b>CONTRACT TOTALS:</b>	<b>\$90,000</b>	<b>\$90,000</b>

1. The WDB/SBDC agrees to pay the Contractor for services upon the presentation of an appropriate invoice and documents supporting the deliverables as defined in the Scope of Work to be performed. The Contractor shall submit monthly invoices detailing work performed for each deliverable detailed in the Scope of Work (Exhibit A) and amount payable to the SBDC Director, or designee. Monthly invoices for payment should be submitted to the WDB by the 15<sup>th</sup> day of the subsequent month. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the SBDC Director or designee, and the deliverables described in Exhibit A, Scope of Work have been accepted in writing by the SBDC Director or his/her designee.
2. Contractor must request approval for transfers between budget line items, which are set forth in Exhibit B (Budget Summary) when the cumulative amount of such transfers exceed 10% of the budget cost category total amount. Requests for transfers between budget line items must be presented to the WDB/SBDC in writing, which approval may be withheld in the sole and absolute discretion of WDB/SBDC. WDB may authorize the addition of budget line items for transfers under this section, provided that the line item added does not substantially change the scope of services to be provided under this Contract and does not increase the total contract amount.
3. Contractor shall provide any additional documentation as required by SBDC at any time in order to substantiate Contractor's claims for payment. WDB/SBDC may elect to withhold payment for failure by Contractor to provide such documentation required by WDB/SBDC.
4. Contractor must maintain backup documentation onsite that supports the financial data submitted to the WDB/SBDC. Contractor shall make this backup documentation available upon request of the WDB/SBDC. Financial data (invoice) submitted by Contractor must meet the criteria set forth in section E below.
5. Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment, or payments to subcontractors. Such expenses include specific items directly charged to the project. The expenses must be grant-related (i.e., to further the program objectives as defined in the grant award) and be incurred (realized) during the grant period. County reserves the right to make the final determination if an operating expense is allowable and necessary.
6. The maximum payment under the terms of this contract shall under no circumstances, exceed **\$90,000** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.

## **EXHIBIT C GENERAL TERMS & CONDITIONS**

### **1. Closing Out**

- A. The WDB will pay the Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, WDB will withhold from the Contractor's final request for payment, the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for WDB's receipt of a final request for payment 30 days after termination of this contract.
- B. A final undisputed invoice shall be submitted for payment no later than sixty (60) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by WDB. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of WDB under this Contract have ceased and that no further payments are due or outstanding.
- C. The WDB may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written WDB approval for an alternate final invoice submission deadline shall be sought from the WDB prior to the expiration or termination of this Contract.

### **2. Time**

Time is of the essence in all terms and conditions of this Contract.

### **3. Time of Performance**

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional license/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the WDB's Planning Unit.

### **4. Termination**

- A. This Contract may be terminated by WDB or Contractor, at any time with or without cause, upon 30 days written notice from one to the other.
- B. WDB may terminate this Contract immediately upon notice of Contractor's malfeasance.
- C. Following termination, WDB will reimburse Contractor for all expenditures made in good faith, as deemed by WDB, that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

### **5. Signature Authority**

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

### **6. Representations**

- A. WDB relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. WDB's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

- B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

## 7. Insurance

- A. Without limiting Contractor's obligation to indemnify WDB, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance:

Coverage, as applicable to the contracted work, must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto)
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

1. General Liability: (Including operations, products and completed operations.)	<b>\$1,000,000</b>	per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Aggregate	<b>\$1,000,000</b> <b>\$2,000,000</b>	per accident for bodily injury and property damage
3. Workers' Compensation		as required by the State of California
4. Employers Liability Aggregate	<b>\$1,000,000</b> <b>\$2,000,000</b>	per accident for bodily injury of disease.

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

1. Cyber Liability:	<b>\$1,000,000</b>	per incident with the aggregate limit of twice the required limit
2. Professional Liability: Aggregate	<b>\$1,000,000</b> <b>\$2,000,000</b>	combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 3 years following the completion of work under this Contract.

- E. If Contractor maintains higher limits than the minimums shown above, WDB is entitled to coverage for the higher limits by Contractor. Any insurance proceeds in excess of the specified limits and

coverage required, which are applicable to a given loss, shall be available to the WDB. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured relations must be declared to and approved by the WDB. At the option of the WDB, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to WDB, its officers, officials, agents, employees and volunteers; or;
- (2) Contractor must provide a financial guarantee satisfactory to WDB guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

- (1) The WDB of Solano County, its officers, officials, agents, employees, and volunteers must be included as additional insured with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy). The insurance afforded to the additional insured shall be at least as broad as that afforded to the first named insured.
- (2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the WDB of Solano County, its officers, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.
- (3) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement or intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the WDB in the care, custody or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the WDB may be endorsed onto the Contractor's Cyber Liability Policy.
- (3) Should any of the above-described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

- (1) Contractor agrees to waive subrogation which any insurer of Sub0recipient may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Worker's Compensation policy must be endorsed with a waiver of subrogation in favor of WDB for all work performed by Contractor, its employees, agents and subcontractors.

**I. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to the WDB.

**J. Verification of Coverage**

(1) Contractor must furnish WDB with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided that conform to the WDB's requirements and acceptable to the WDB.

(3) WDB must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) WDB reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**8. Best Efforts**

Contractor represents that Contractor will at all times, faithfully, industriously and to the best of its ability, experience, and talent, perform to the WDB's reasonable satisfaction.

**9. Default**

A. If Contractor defaults in Contractor's performance, WDB shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, WDB may elect to cure the default and any expense incurred shall be payable by Contractor to WDB. The contract may be terminated at WDB's sole discretion.

C. If WDB serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, WDB shall be entitled to recover from Contractor all damages allowed by law.

**10. Indemnification**

A. Contractor will indemnify, hold harmless and assume the defense of the WDB, its officers, employees, agents and board members from all claims, losses, damages, including property damages, personal injury, death, and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agency for, Contractor, excepting the negligence or willful misconduct of the WDB. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

- B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

#### **11. Independent Contractor**

- A. Contractor is an independent Contractor and not an agent, officer, or employee of the WDB. The parties mutually understand that this Contract is between two independent Contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
- B. Contractor shall have no claim against WDB for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.
- C. Contractor is solely obligated to pay all applicable taxes, withholding, Social Security, unemployment, disability insurance, Worker's Compensation and Medicare payments.
- D. Contractor shall indemnify and hold WDB harmless from any liability which WDB may incur because of Contractor's failure to pay such obligations nor shall WDB be responsible for any employer-related costs not otherwise agreed to in advance between the WDB and Contractor.
- E. As an independent contractor, Contractor is not subject to the direction and control of the WDB except as to the final result contracted for under this Contract. WDB may not require Contractor to change Contractor's manner of doing business but may require redirection of efforts to fulfill this Contract.
- F. Contractor may provide services to others during the same period Contractor provides service to WDB under this contract.
- G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision, and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.
- H. As an independent contractor, Contractor shall indemnify and hold WDB harmless from any claims that may be made against WDB based solely on the contention by a third party that an employer-employee relationship exists under this Contract. Notwithstanding this provision, to the extent that any claim, as described in this subsection, is based on alleged negligence or willful misconduct of WDB, Contractor shall have no duty to indemnify and hold WDB-SC harmless for that particular claim.
- I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

#### **12. Responsibilities of Contractor**

- A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and WDB relies upon such skills. Contractor pledges to perform the work skillfully and professionally. WDB's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

- B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that the contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.
- C. To fully comply with the terms and conditions of this Contract, Contractor shall:
  - (1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;
  - (4) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;
  - (5) Submit monthly reimbursement claims for expenditures that are directly associated with this Contract;
  - (6) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and,
  - (5) Retain financial, programmatic, client data and other service records for three (3) years from the date of the end of the contract award or for three (3) years from the date of termination, whichever is later.

### **13. Compliance with Law**

- A. Contractor shall comply with all federal, state, and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.
- B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Anti-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).
- C. In addition, Contractor is responsible for complying with all rules and regulations (as they exist and as they are amended from time to time) all WDB funding sources, including but not limited to the Workforce Investment and Opportunities Act ("WIOA"), local, state, and federal agencies, if applicable.
- D. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by WDB as set forth in 2 CFR 200, as currently enacted or as may be amended throughout the term of this Contract.

### **14. Confidentiality**

- A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.
- B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

- C. Contractor shall promptly transmit to WDB all requests for disclosure of confidential information related to this Contract.
- D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information related to this Contract to anyone other than the State of California without prior written authorization from WDB.
- E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photography. Client shall include individuals receiving services pursuant to this Contract.

**15. Conflict of Interest**

- A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.
- B. Contractor has an affirmative duty to disclose to the WDB in writing the name(s) of any person(s) who have an actual, potential, or apparent conflict of interest.

**16. Drug Free Workplace**

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

**17. Health and Safety Standards**

Contractor shall abide by all health and safety standards set forth by the State of California.

**18. Child/Adult Abuse**

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et. seq.) requiring reporting of suspected abuse.

**19. Inspection**

Authorized representatives of WDB, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and or records pertaining to this Contract.

**20. Nondiscrimination**

- A. In rendering services under this contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation or other protected status.
- B. Further, Contractor shall not discriminate against its employees, which includes but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.



## **21. Subcontractor and Assignment**

- A. Services under this Contract are deemed to be personal services.
- B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the WDB's President/Executive Director subject to any required state or federal approval.
- C. If WDB consents to the use of subcontractors, Contractor shall require and verify that its subcontractor maintain insurance meeting all of the requirements stated in Section 7 above.
- D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

## **22. Unforeseen Circumstances**

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to WDB of the cause of the delay within ten (10) days of the start of the delay.

## **23. Notice**

- A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery, by prepaid first-class mail, or email addressed as stated on the first page of this Contract.
- B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

## **24. Nonrenewal**

Contractor acknowledges that there is no guarantee that WDB will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's service.

## **25. WDB's Obligation Subject to Availability of Funds**

- A. The WDB's obligation under this Contract is subject to the availability of authorized funds. The WDB may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy to the WDB, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the WDB may, upon written Notice to the Contractor, terminate this Contract in whole or in part.
- B. Payment shall not exceed the amount allowable for appropriation by the Board of Directors of the Workforce Development Board of Solano County and ratified by the County of Solano Board of Supervisors (if over \$75,000). If the Contract is terminated for non-appropriation of funds:
  - i. The WDB will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and,
  - ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.
- C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Directors of the Workforce Development Board of Solano County of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

- D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to the WDB. If applicable funding is reduced, WDB may either:
- (1) Cancel this Contract; or,
  - (2) Offer a contract amendment reflecting the reduced funding.

## **26. Changes and Amendments**

- A. WDB may request changes in Contractor's scope of service. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.
- B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.
- C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

## **27. Choice of Law**

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding in law or equity that may be brought in connection with this Contract.

## **28. Health Insurance Portability and Accountability Act**

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information that may be obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements, if applicable.

## **29. Waiver**

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

## **30. Conflicts in the Contract Documents**

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the WDB shall supersede any inconsistent term in these documents.

## **31. Faith Based Organizations**

- A. Contractor agrees and acknowledges that WDB may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not support religious activities; (c) the organization complies with the terms and conditions of this Contract.
- B. Contractor agrees and acknowledges that WDB may not make funds available for programs or services affiliated with a religious organization that (a) has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, sexual orientation, citizenship, or known

disability; (b) will use the funds for a religious purpose, (c) will use funds for a program or service that subject its participants to religious education.

- C. Contractor agrees and acknowledges that all recipients of funding from WDB must (a) comply with all legal requirements and restrictions imposed upon government funded activities set forth in Article IX, section 8 and Article XVI section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

### **32. Pricing**

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms, and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to WDB for all future services.

### **33. Use of Provisions, Terms, Conditions and Pricing by Other Public Agencies**

Contractor and WDB agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. WDB is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall be virtue of doing so be deemed to indemnify and hold harmless WDB from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. WDB makes no guarantee of usage by other users of this contract nor shall the WDB incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

### **34. Disbarment or Suspension of Contractor**

- A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred or otherwise ineligible to participate in the federal funded programs; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded for participation in federally funded programs.
- B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.
- C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the WDB of any change in the status of the representation and warranty set forth in this section.
- D. If services pursuant to this Contract involve federal-funded programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in WDB processing of Contractor's payment.

### **35. Execution of Counterparts**

This contract may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic

transmission (e.g., by email delivery of a “.pdf” format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature pay were an original signature.

**36. Stevens Amendment**

When issuing press releases, statements, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

**37. Local Employment Policy**

WDB desires, whenever possible, to hire qualified local residents to work on local projects. A local resident is defined as a person who resides in, or a business that is located within the County of operation. The WDB encourages an active outreach project on the part of its Contractors, consultants, and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

**38. Entire Contract**

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by WDB or Contractor other than those contained in it.

## **EXHIBIT D ARPA SPECIAL TERMS & CONDITIONS**

### **1. Subrecipient and Contractor Compliance**

- A. All or part of this contract will be paid with Federal awards. Contractor is designated as a Subrecipient, and the federal funds received under this contract are designated as a subaward of the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF). Funds, payments, expenses, and procurements under this contract must be used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award, including but not limited to, the US Treasury Final Rule (31 CFR Part 35), CSLFRF Compliance Reporting Guidance, and CSLFRF Frequently Asked Questions and all amendments or successor laws, regulations, or guidance thereto.
- B. Subrecipient shall also comply with all other applicable federal statutes, regulations, and executive orders, and shall provide for such compliance by other parties in any contracts it enters into with other parties relating to or involving funding under this contract.
- C. Subrecipient shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under ARPA CSLFRF funding. Subrecipient shall return to WDB any funds disallowed within (90) ninety days of notification from WDB to return such funds.
- D. As a pass-through entity, the WDB is required to provide certain information regarding Federal award(s) to Contractor as a Subrecipient. WDB will provide required information regarding the Federal Award upon receipt of funding documents from the funding source.

### **2. Reporting**

Subrecipient agrees to comply with and support all applicable ARPA CSLFRF reporting requirements and all reporting requirements otherwise stated in the contract, including, but not limited to, providing reports to the WDB as requested. Subrecipient shall maintain compliance with all other federal reporting requirements, including those pertaining to subaward and executive compensation information (2 CFR Part 170), and shall maintain processes and systems for proper and timely reporting as required under 2 CFR Part 170 Appendix A (unless exempt).

Subrecipient shall be responsible for ARPA CSLFRF related reporting by project, including but not limited to:

- Quarterly reporting on performance as related to activities and outcomes identified in Exhibit A;
- Identifying the amount of the project spending that is allocated toward evidence-based interventions;
- Identifying efforts to promote equitable outcomes, including how programs were designed with equity in mind; and
- Other reporting based on project category.

### **3. System for Award Management**

Subrecipients and Contractors must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>) pursuant to 2 CFR Part 25, including obtaining a unique entity identifier unless exempt under 2 CFR 25.110. Entities may register after receipt of the award, but before invoices are processed and before the submission of mandatory reporting.

### **4. Public Acknowledgement of Funds**

Subrecipient shall appropriately acknowledge funding from the County of Solano ARPA CSLFRF.

Appropriate acknowledgement is defined as follows:

- A. Includes the County of Solano logo and the name of the Workforce Development Board of Solano County;
- B. Includes the statement, “Made possible by funding from the County of Solano”;
- C. The statement and logo must be included in all public materials that mention the funded programs or services, including (but not limited to) Web sites, e-mails, news releases, media advisories, brochures, newsletters, flyers, advertisements, public service announcements, posters, and any other public communication items.

## **5. Start-Up Period**

Without limiting any remedy available under section 4 or section 9 of Exhibit C to this Contract, or as otherwise provided by law, in the event that Subrecipient does not implement the services contemplated by this Contract within 6 months of the effective date of this Contract, WDB reserves the right, in the sole and absolute discretion of WDB, to terminate the Contract with 15 days written notice of such termination to Subrecipient.



**WORKFORCE DEVELOPMENT BOARD**  
OF SOLANO COUNTY

**AGENDA SUBMITTAL**

<b>SUBJECT:</b> Review and Approval for a Contract with TAD Grants to Provide Technical Assistance to Support Community Workforce Grantees Not to Exceed \$100,000 for the Period of March 01, 2023, through September 30, 2024, funded by the American Rescue Plan; Give the President/Executive Director Both Signature Authority and Authority to Make Administrative Changes to the Contract, as Needed	<b>MEETING DATE</b> February 9, 2023	<b>AGENDA ITEM</b> VII.B
<b>FROM:</b> Heather Henry President/Executive Director	<b>ACTION REQUIRED</b> YES ✓ NO	<b>ATTACHMENTS</b> A

**RECOMMENDATION**

It is recommended that the Executive Committee, on behalf of the Board of Directors, approve the contract with TAD Grants for Technical Assistance to support Community Workforce Grantees, funded by the American Rescue Plan Act (ARPA), to provide technical assistance for the period of March 01, 2023, through September 30, 2024.

It is also recommended that the Executive Committee 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.

Please refer to Attachment C of agenda item VII.A, of this agenda packet, to review Exhibit C (General Terms and Conditions), and Exhibit D (ARPA Terms and Conditions) for this service agreement.

**DISCUSSION**

The Workforce Development Board (WDB) of Solano County received funds from the County of Solano under ARPA to provide technical assistance (TA) to Community Workforce Grantees. The objective of TA is to support non-profit organizations implementing workforce projects that respond to the negative economic impacts of COVID-19 in the county.

**RFQ Process**

The WDB released a Request for Quotes (RFQ) for Technical Assistance in Support of ARPA Community Workforce Grantees on January 03, 2023, with funding up to \$100,000 over 18 months. The RFQ was disseminated to several partners to assist with the awareness and circulation to community organizations and agencies and posted on the County's Public Purchasing website as well as the WDB's

website. Staff received four (4) quotes which included Coach to Deliver, RDA Consulting, TAD Grants and Gillespie Consulting Services.

A selection committee of 3 members was formed to review and score the quotes. Committee members submitted their scores on February 3, 2023, and recommended TAD Grants be awarded the contract for Technical Assistance in Support of ARPA Community Workforce Grantees.

Applicants could receive up to 100 points for their quote. Below is a breakdown of the aggregate scores for each quote received.


Proposer	Total Points Possible	Average Score
TAD Grants	100	97.6
Gillespie Consulting Service	100	82.6
RDA Consulting	100	92
Coach to Discover	100	89.3

Members of the committee agreed that the vendor selected best demonstrated the ability to provide technical assistance and support Community Workforce Grantees.

**ALTERNATIVES:** The Committee could choose not to approve contract, and instead provide staff with direction to reevaluate additional proposals for consideration. However, the organization selected meets the requirements of the RFQ and is the most qualified to carry out the Scope of Work, as presented.

**AGENCY BUDGET IMPACT:** The necessary funding to cover the cost of this contract is included in the FY22-23 budget 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.



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Heather Henry, President/Executive Director



**SERVICE  
AGREEMENT  
CONTRACT**



**WORKFORCE DEVELOPMENT BOARD**  
OF SOLANO COUNTY

For WDB Use Only  
**Contract No.**  
**PY-22-021**

1. This Contract is entered into between the Workforce Development Board (WDB) of Solano County and TAD Grants ("Contractor") for American Recovery Plan Act (ARPA) Technical Assistance to Support Community Workforce Grantees
2. The term of this Contract is: March 1, 2023, through September 30, 2024
3. The Maximum amount of this contract is: \$ 96,220.00

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

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

**APPROVED FOR THE WORKFORCE  
DEVELOPMENT BOARD**

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 TAD GRANTS**

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

NAME: Tressa Dorsey

TITLE: President

DATE: \_\_\_\_\_

ADDRESS:  
XXXX  
XXXX  
XXXX

**Approved as to Form:** \_\_\_\_\_

Solano County Counsel

## EXHIBIT A SCOPE OF WORK

### I. SERVICE DELIVERY

#### A. GENERAL EXPECTATIONS OF THE CONTRACTOR

1. Assist Community Workforce Grantees with the design, development, and implementation of projects that respond to the negative economic impacts of COVID-19 in Solano County.
2. Deliver Technical Assistance (TA) to Community Workforce Grantees, to achieve successful project outcomes and manage federal funds effectively and compliantly.
3. Work in close coordination with the grantees, the Workforce Development Board (WDB) project manager(s), and other relevant stakeholders to build program capacity of grantees, implement effective service delivery models, and build sustainable practices.
4. Create connectivity between grantees by sharing best practices and lessons learned to support an equitable workforce recovery post-COVID in Solano County.
5. Follow American Rescue Plan Act (ARPA) and Workforce Development Board (WDB) of Solano County's programmatic and administrative guidelines.

#### B. SERVICE ACTIVITIES

Contractor will provide the service activities as defined in the categories listed below to accomplish the goals of the American Rescue Plan Act (ARPA) Technical Assistance to Community Workforce Grantees initiative.

##### 1. *Technical Assistance Plan and Approach:*

- **Grantee Assessment** – Contractor will initiate grantee self-assessment, followed by additional assessment, and evaluation. This will identify grantee challenges and promising / best practices. Assessment will be the initial tool used to develop individualized and group TA sessions. Additional assessment and evaluation will take place on a monthly basis with the TA Coach and grantee.
- **Method Delivery** – Contractor will deliver TA coaching both individually and in a group setting using zoom or conference calling. TA Coaches will meet with grantees individually (1) time per month and facilitate all grantee trainings and presentations (1) time per quarter. If deemed necessary and agreed upon by the WDB and Contractor, Contractor will provide (2) 1-day sessions during the contract period at a mutually agreed upon location by the WDB and Contractor.
- **Individual and Group TA Strategies** – Contractor will assign a TA Coach to each grantee. The TA Coach and grantee will meet and review the grantees progress toward program outcomes. Meeting content will provide the foundation for the development of TA offerings during the contract period. The Coach will provide strategies to address challenges experienced. The Coach will document all promising / best practices, milestones and innovative strategies to share with all grantees. Quarterly grantee meetings will focus on professional development training, strategies to improve programming based on common challenges and provide opportunities for grantees to present successful program designs.
- **Basic Work Plan** – The Contractor's plan is divided into quarterly phases: planning, implantation, active program, transition and wrap up. Work consists of coaching calls, group TA sessions, reports written and presented to the WDB and a final comprehensive analysis of all grantee programs.

2. ***Measuring and Communicating Grantees Progress*** – Contractor will develop a progress tracking tool, in collaboration with the WDB, using required performance data to be reported. Data will be provided to the WDB monthly. The Contractor will highlight any promising / best practices, as well as identify any areas of concern when communicating grantee progress.

## **II. CONTRACTOR RESPONSIBILITIES**

### **A. AVAILABILITY TO PERFORM SERVICES**

#### **1. Contractor will:**

- a. Deliver services in accordance with the negotiated scope of work and budget;
- b. Provide qualified staff to plan and administer the contracted services;
- c. Provide TA sustainability for duration of the Contract;
- d. Provide services during business days and/or hours appropriate to grantee availability and/or business hours;
- e. Provide services that adhere to all applicable policies and procedures promulgated by the WDB, the County of Solano, and the Department of Treasury relating to contractor's duties and responsibilities pursuant to the terms and conditions of this contract.

### **B. CONTRACTOR'S RESOURCES**

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

### **C. COMMUNICATION AND MATERIALS**

The Contractor will maintain regular communication with WDB staff. Any documents connected with the contract and that use Contractor funds from the WDB must include the WDB name, the County of Solano logo, and the phrase "made possible by funding from the County of Solano." Examples of appropriate documents include news releases, brochures, flyers, posters and any other public communication items. In addition, appropriate accessibility and accommodation information must be included in printed and digital collateral materials.

### **D. REPORTING REQUIREMENTS**

Contractor will provide the WDB with a comprehensive analysis of the grantee program progress. Details will include, but is not limited to, outcomes, effectiveness in achieving the desired results, successes achieved, and lessons learned.

## **III. WDB RESPONSIBILITIES**

The WDB staff will be responsible for the following:

1. Providing information to the County of Solano on the performance of Contractor under the contract;
2. Providing a systematic way to report performance under the contract;
3. Identifying any additional reporting requirements required under ARPA and communicating requirements to Contractor;

4. Evaluating and monitoring the management and operations of all programs funded by the ARPA;
5. Ensuring compliance with all rules, regulations, and policies issued under ARPA; and
6. Processing payments for services.

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

DRAFT

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

<b>BUDGET SUMMARY (Cost Categories)</b>	<b>Hourly Wage</b>	<b>(03/23 – 09/24) Number of Hours x Number of Months</b>	<b>TOTAL</b>
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<b>PERSONNEL</b>			
Project Director	\$150.00	216 hours x 18 months	\$32,400.00
Admin	\$35.00	360 hours x 18 months	\$12,600.00
Coach 1 & 2	\$85.00	432 hours x 18 months	\$36,720.00
SME's	\$100.00	60 hours x 18 months	\$6,000.00
<b>SUBTOTAL PERSONNEL:</b>		<b>1068 hours in 18 months</b>	<b>\$87,720.00</b>

<b>TRAINING COSTS</b>			
Supplies/ Training material		18 months	\$1,800.00
Technology		18 months	\$1,200.00
Travel		18 months	\$500.00
Grantee Convening		2x/ in 18 months	\$5,000.00
<b>SUBTOTAL TRAINING COSTS:</b>			<b>\$8,500.00</b>

<b>CONTRACT TOTALS:</b>			<b>\$96,220.00</b>
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1. The WDB agrees to pay the Contractor for services upon the presentation of an appropriate invoice and documents supporting the deliverables as defined in the Scope of Work to be performed. The Contractor shall submit monthly invoices detailing work performed for each deliverable detailed in the Scope of Work (Exhibit A) and amount payable to the WDB's Executive Director/President, or designee. Monthly invoices for payment should be submitted to the WDB by the 15<sup>th</sup> day of the subsequent month. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President or designee, and the deliverables described in Exhibit A, Scope of Work have been accepted in writing by the Executive Director/President or his/her designee.
2. Contractor must request approval for transfers between budget line items, which are set forth in Exhibit B (Budget Summary) when the cumulative amount of such transfers exceed 10% of the budget cost category total amount. Requests for transfers between budget line items must be presented to the WDB in writing, which approval may be withheld in the sole and absolute discretion of WDB. WDB may authorize the addition of budget line items for transfers under this section, provided that the line item added does not substantially change the scope of services to be provided under this Contract and does not increase the total contract amount.
3. Contractor shall provide any additional documentation as required by WDB at any time in order to substantiate Sub-recipient's claims for payment. WDB may elect to withhold payment for failure by Sub-recipient to provide such documentation required by WDB.

4. Contractor must maintain backup documentation onsite that supports the financial data submitted to the WDB. Contractor shall make this backup documentation available upon request of the WDB. Financial data (invoice) submitted by Contractor must meet the criteria set forth in section E below.
5. Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment or payments to subcontractors. Such expenses include specific items directly charged to the project. The expenses must be grant-related (i.e., to further the program objectives as defined in the grant award) and be incurred (realized) during the grant period. County reserves the right to make the final determination if an operating expense is allowable and necessary.
6. The maximum payment under the terms of this contract shall under no circumstances exceed **\$96,220.00** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.



**WORKFORCE DEVELOPMENT BOARD**  
OF SOLANO COUNTY

**AGENDA SUBMITTAL**

<b>SUBJECT:</b> Review and Approval for a Contract with Full Capacity Marketing Inc. (FCM) to Provide an Outreach and Recruitment Assistance Campaign Not to Exceed \$74,150 for the Period of March 01, 2023, through June 30, 2023, funded by the American Rescue Plan; Give the President/Executive Director Signature Authority and Authority to Make Administrative Changes to the Contract, as Needed	<b>MEETING DATE</b> February 9, 2023	<b>AGENDA ITEM</b> VII.C
<b>FROM:</b> Heather Henry President/Executive Director	<b>ACTION REQUIRED</b> YES ✓ NO	<b>ATTACHMENTS</b> A

**RECOMMENDATION**

It is recommended that the Executive Committee, on behalf of the Board of Directors, approve the contract with Full Capacity Marketing (FCM) Inc. for Outreach and Recruitment Assistance for the period of March 01, 2023, through June 30, 2023, to support the Solano County Workforce Development Board program goals funded by the American Rescue Plan Act (ARPA).

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

Please refer to Attachment C of agenda item VII.A, of this agenda packet, to review Exhibit C (General Terms and Conditions), and Exhibit D (ARPA Terms and Conditions) for this service agreement.

**DISCUSSION**

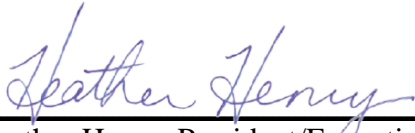
The Workforce Development Board (WDB) of Solano County received funds from the County of Solano under ARPA to provide Outreach and Recruitment Assistance to Solano County Residents.

The WDB selected FCM through a sole source procurement, using a cooperative "piggyback" on a solicitation recently done by Contra Costa County for similar services. FCM was selected due to their previous work history with workforce boards, their familiarity with the types of programs workforce boards run, and the need to quickly obtain services and begin a local campaign in Solano County.

**ALTERNATIVES:** The Committee could choose not to approve contract, and instead provide staff with direction to reevaluate additional proposals for consideration. However, the organization selected meets the requirements of the RFQ and is the most qualified to carry out the Scope of Work, as presented.

**AGENCY BUDGET IMPACT:** The necessary funding to cover the cost of this contract is included in the FY22-23 budget 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.



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Heather Henry, President/Executive Director



# SERVICE AGREEMENT CONTRACT



## WORKFORCE DEVELOPMENT BOARD

OF SOLANO COUNTY

For WDB Use Only  
**Contract No.**  
**PY-22-022**

1. This Contract is entered into between the Workforce Development Board (WDB) of Solano County and Full Capacity Marketing, Inc. ("Contractor") for American Recovery Plan Act (ARPA) Outreach and Career Awareness Campaign
2. The term of this Contract is: March 1, 2023 through June 30, 2023
3. The Maximum amount of this contract is: \$ 74,150

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

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

### APPROVED FOR THE WORKFORCE DEVELOPMENT BOARD

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

NAME: Heather Henry

TITLE: President/Executive Director

DATE: \_\_\_\_\_

#### ADDRESS:

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

### APPROVED BY THE FULL CAPACITY MARKETING, INC.

BY: \_\_\_\_\_  
(Signature, FCM's Duly Authorized Representative)

NAME: Celina Shands

TITLE: Founder/CEO

DATE: \_\_\_\_\_

#### ADDRESS:

270 N. El Camino Real #285  
Encinitas, CA 92024  
(760) 274-6370

**Approved as to Form:** \_\_\_\_\_

Solano County Counsel

## **EXHIBIT A SCOPE OF WORK**

### **I. SERVICE DELIVERY**

#### **A. GENERAL EXPECTATIONS OF THE CONTRACTOR**

1. Research the service area zip codes and identify the neighborhoods and the psychographic profiles to target for each of Solano WDB's market segments to include out of school youth, adults, and dislocated workers.
2. Create and execute a marketing/outreach campaign to Solano County with focused efforts within Vallejo, Fairfield, Vacaville, and Suisun City based on typical profiles of WIOA participants;
3. Develop targeted messaging and create a set of ads to test on the recommended outreach platforms;

#### **B. SERVICE ACTIVITIES**

Contractor will provide the service activities as defined in the categories listed below to accomplish the goal of the American Rescue Plan Act (ARPA) Outreach and Recruitment Assistance Campaign initiative.

1. ***Demographic Research*** – completed within three weeks:
  - Strategy session with Solano WDB leadership to review timelines and tasks;
  - Research Solano zip codes and identify the neighborhoods and the psychographic profiles to target for each of Solano WDB's market segments;
  - Develop media plan recommendations based on demographic research; and
  - Acquire lists of participants who have not followed up or have dropped off.
2. ***Creative & Messaging*** – completed within three weeks:
  - Develop campaign theme and targeted messaging;
  - Secure the website URL for the campaign theme;
  - Approval of messaging with client;
  - Develop ads for various platforms in multiple formats; and
  - Design and build campaign microsite to support ad campaign.
3. ***Outreach Campaign*** – completed over eight weeks:
  - Deploy ads for testing;
  - Conduct A/B testing and optimization of ads based on testing results;
  - Deploy lead ads; and
  - Conduct training with WDB staff to best nurture the leads gained from the campaign.
4. ***Ongoing Tasks***
  - Project management;
  - Monthly analytics reports during the 3-month campaign;
  - Weekly updates; and
  - Meetings, as requested.

## **II. CONTRACTOR RESPONSIBILITIES**

### **A. AVAILABILITY TO PERFORM SERVICES**

1. Contractor will:

- a. Provide and train qualified staff to plan and administer the contracted services;
- b. Provide outreach sustainability for duration of the Contract;
- c. Provides communication during business days and/or hours appropriate to staff availability and/or business hours;
- e. Provide oversight of all activities;
- f. Guarantee that all outreach services provided are readily accessible to meet Americans with Disabilities Act (ADA) requirements;
- g. Provide services that adhere to all applicable policies and procedures promulgated by the WDB, the County of Solano, and the Department of Treasury relating to contractor's duties and responsibilities pursuant to the terms and conditions of this contract.

### **B. CONTRACTOR'S RESOURCES**

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

### **C. CONFIDENTIALITY**

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

### **D. COMMUNICATION AND MATERIALS**

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

### **E. OUTCOMES**

Contractor will support WDB in its goal for program applications and enrollments which include:

Measure	Application Goal	Enrollment Goals
Out of School Youth	80	25
Adult	240	35
Dislocated Worker	75	80

## **III. WDB RESPONSIBILITIES**

The WDB staff will be responsible for the following:

1. Providing information to the County of Solano on the performance of Contractor under the contract;
2. Provide a systematic way to report performance under the contract;
3. Identify any additional reporting requirements required under ARPA and communicating requirements to Contractor;

4. Evaluate and monitor the management and operations of all programs funded by the WDB;
5. Ensure compliance with all rules, regulations, and policies issued under ARPA; and
6. Process payments for services.

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

DRAFT

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

<b>BUDGET SUMMARY (Cost Categories)</b>	<b>TOTAL</b>
Project Management & Reporting (anticipated 60 hours at ave. \$115 / hour)	\$6,900
Campaign Outreach and Planning (anticipated approx. 345 hours at ave. \$115 / hour)	\$39,600
Creative Development (anticipated 110 hours at ave. \$115 / hr)	\$12,650
Media Buys/Ad Spend	\$15,000
<b>CONTRACT TOTALS:</b>	<b>\$74,150</b>

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