



WORKFORCE DEVELOPMENT BOARD OF SOLANO COUNTY

Board of Director's Meeting

Friday, May 20, 2022

8:00 a.m. – 10:00 a.m.



via Zoom

Meeting ID 871 3986 8243 Password 888456



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

PUBLIC MEETING ANNOUNCEMENT
Workforce Development Board of Solano County Board Meeting
Date: Friday, May 20, 2022
Time: 8:00 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/87139868243?pwd=QXZ5cXl2dXRobUhRWVFTQUQrVzhOZz09>

Meeting ID: 871 3986 8243

Passcode: 888456

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 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 or by calling 707-863-3552.

Items Distributed to the Board 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 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://solanoemployment.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

BOARD OF DIRECTORS MEETING
Friday, May 20, 2022, 8:00 – 10:00 a.m.

via Zoom

<https://us02web.zoom.us/j/87139868243?pwd=QXZ5cXl2dXRobUhRWVFTQUQrVzhOZz09>

Meeting ID: 871 3986 8243 Passcode: 888456

AGENDA

I.	Call to Order	
II.	Introductions	
III.	Agenda Changes/Deletions	
IV.	Public Comment - <i>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.</i>	
V.	Closed Session	
	A. Pursuant to §54957.6(a) Review of Proposed Employee Retirement Plan – 2021 Employer Contribution	
	B. Pursuant to §54957.6(a) Discussion Regarding Employee Matters	
VI.	Reconvene Open Session	
	A. Pursuant to §54957.6(a) Report on any Action Resulting from Closed Session	
	B. Pursuant to §54957.6(a) Report on any Action Resulting from Closed Session	
VII.	Presentations	PAGE
	A. Regional Workforce and Industry Impacts of COVID-19 from Dr. Eyler of Economic Forensics and Analytics, Inc.	1
VIII.	Informational Reports	
	A. Board Chair (Verbal)	
	B. Committee Chairs (Verbal)	
	C. President/Executive Director (Verbal)	
	D. Reports (Written)	2
IX.	Consent Calendar	
	A. Approval of March 18, 2022 Meeting Minutes	21
	B. Approval for a 3 rd Year Contract Renewal with Quali-Serv Janitorial for Janitorial, Maintenance and Facilities Support Services Not to Exceed an Additional Contract Amount of \$54,600	26
	C. Approval for a 2 nd Year Contract Renewal with Resource Development Associates, Inc. for Regional Organizer and Regional Training Coordinator Services Not to Exceed an Additional Contract Amount of \$60,000	36
	D. Approval for a 3 rd Year Contract Renewal with Foundation for Community Colleges to Serve as Employer of Record for Work Experience Clients Not to Exceed an Additional Contract Amount of \$190,697	45
	E. Approval for a 2 nd Year Contract Renewal with California Human Development for One Stop Operator Services Not to Exceed an Additional Contract Amount of \$23,500	56
	F. Approval to Reappoint Board Members with Expiring Terms for a New 4-Year Term	64
	G. Consider Adoption of Resolution 2022-03 to Continue Remote Meetings Pursuant to AB361	65

X.	Action Items	
A.	Approval of New Workforce Board Appointment, Mr. Thomas Stuebner of California Human Development	69
B.	Board Nominations and Elections for 2022-2024 Slate of Officers and Executive Committee's 2022-2024 Member-at-Large	75
C.	Approval to Renew the Solano County AJCC Memorandum of Understanding for 2022-2025	77
D.	Approval of First Place for Youth as Selected Workforce Innovation and Opportunity Act (WIOA) Youth Program Services Provider; Enter into Contract Negotiations with First Place for Youth for a Contract Not to Exceed \$185,000; and Select a Second Service Provider to Provide Additional Services	111

XI.	Discussion	
A.	Fiscal Year 2022-2023 Preliminary Budget and holding a Special Board Meeting in June 2022	

XII. Adjournment

Note: The next Board of Director's meeting is scheduled for Friday, July 22, 2022



WORKFORCE DEVELOPMENT BOARD

OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT:	Presentation on Regional Workforce and Industry Impacts of COVID-19	MEETING DATE May 20, 2022	AGENDA ITEM VI.A
FROM:	Heather Henry, President/Executive Director	ACTION REQUIRED YES NO ✓	ATTACHMENTS NONE

SUMMARY: The Board of Directors will receive a presentation from Dr. Robert Eyler from Economic Forensics and Analytics, Inc. on the COVID-19 economic impact on the North Bay workforce region, with a focus on Solano County.

BACKGROUND:

As part of the Regional Implementation 4.0 grant awarded to the North Bay workforce region, the North Bay Employment Connection (NBEC) made up of the workforce directors and key workforce partners, contracted with Economic Forensics and Analytics, Inc. to conduct a data analysis of the COVID-19 economic impacts on the regions industries and communities. A Request for Proposals was released with proposals due September 3, 2021 through the Sonoma Workforce Investment Board, the fiscal agent for NBEC.

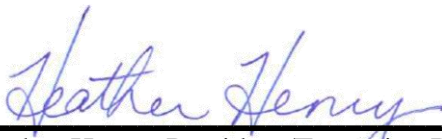
The intended goals of the analysis and report were to provide an opportunity for North Bay Workforce Boards to strategically target industry development and workforce and training programs. The final report identifies the impact of the COVID pandemic on industries, workers, and subpopulations of the North Bay including low-wage workers; Black, Indigenous and other People of Color (BIPOC) communities; and microanalyses at the neighborhood level. This data will enhance the services of the region's 21st Century America's Job Centers of California (AJCCs) and Workforce Innovation and Opportunity Act (WIOA) programming.

DISCUSSION:

Dr. Eyler will present the findings of the Regional Workforce and Industry Impacts report to Solano's Workforce Development Board. The full report can be found by visiting *Regional Data* at <https://solanoemployment.org/local-economy> or by clicking [here](#).

The report includes an overview of the pre-pandemic and pandemic impacts on labor force and the employment profile, changes in worker demographics, forecasts of occupations and skills needed in COVID recovery, and recommendations.

REPORT PREPARED BY:


Heather Henry, President/Executive Director

REPORTS





WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL


SUBJECT: Reports	MEETING DATE May 20, 2022	AGENDA ITEM VIII.D
FROM: Heather Henry, President/Executive Director	ACTION REQUIRED YES NO ✓	ATTACHMENTS A - D

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

ATTACHMENT:

- Attachment A: Compliance & Operational Reports – monitoring, personnel, and expenditures
- Attachment B: Programmatic Highlights
- Attachment C: Programmatic Performance Reports
 - AJCC Service Summary
 - Job Seeker Services Grant Metrics
 - WIOA 3-Year Trends
 - FY2021-22 Q3 Programmatic Impact Report
 - SBDC Performance Report

REPORT PREPARED BY:



Heather Henry, President/Executive Director

Compliance and Operational Report

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

Monitoring Report

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

Definitions for the types of outcomes are:

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

Recent/Open Monitoring Activity:

- The State of California Employment Development Department (EDD) Compliance Review Unit conducted a desk review of the WDB's **Fiscal and Procurement** activities funded by WIOA in December 2021. *EDD has not yet issued a draft report.*
- The State of California Employment Development Department (EDD) Compliance Review Unit conducted a desk review of the WDB's **programmatic** activities funded by WIOA in August 2021. *EDD has not yet issued a draft report.*
- The State of California Employment Development Department (EDD) Compliance Review Unit conducted a desk review of the WDB's **Equal Employment Opportunities (EEO)** activities funded by WIOA in February 2021. *EDD issued a final report on April 29, 2021 and determined one finding.*

Finding 1: EDD found medically related information that revealed a disability on the printout of an older version of the CalJOBS application. During an interview it was revealed that older CalJOBS applications that were printed out were stored in the general participant files. As such, disability and medically related data is not being maintained in separate files.

WDB Response: Although disability information for new applications and current program files had been removed or redacted, retention hard files were not adjusted with the new requirements. Staff have been instructed to redact disability-related information sections of the application.

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

- The Department of Health and Social Services, Solano County conducted a review of the **Pathway to Success programs** the week of October 26, 2020. *H&SS issued a final report on March 2, 2021 with two issues:*

Issue 1: The WDB does not provide annual refresher privacy and security awareness training and reminders. Exhibit D Section II (C) requires adherence to the same restrictions and conditions set forth in the CDSS Privacy/Security Agreement (CDSS PSA). The County requires WDB to develop processes to comply with this requirement.

Issue 2: The WDB has no policy in place for maintaining the physical security of Personal Identifiable Information (PII) during transport.

The WDB presented a revised PII policy to the Board of Directors at its May 2021 board meeting and conducted its' first annual privacy refresher training during our General Staff meeting on July 7, 2021.

The WDB sent a corrective action plan to H&SS on April 3, 2021. H&SS accepted the corrective action plan and the issues will be closed upon completion of action plan.

- The State of California Employment Development Department (EDD) Compliance Review Unit conducted a review of the WDB's **WIOA Youth program** activities funded by WIOA the week of October 7, 2019. *EDD issued a draft report on May 19, 2021 and determined four findings:*

Finding 1: The WDB Grievance and Complaint policy is missing the required federal appeal information. EDD observed the policy is missing the required federal appeal information. While the policy contains the local and state appeal information, the federal information is missing; therefore, the policy is not in compliance.

WDB Response: The WDB revised its Grievance and Complaint policy per information given by EDD during the monitoring visit and the 2019-4 WIOA Participants Grievance and Complaints Policy, Change 1 was approved by the Board of Directors on November 15, 2019. Staff were informed of the change in policy and AJCC references and forms were updated to include the federal appeals information.

Finding Two: The WDB does not have a formal policy and procedures reporting any fraud, abuse, or other criminal activity. EDD observed that the WDB does not have a formal policy and procedures reporting any fraud, abuse, or other criminal activity. WDBSC only has procedures to report any fraud, abuse, or other criminal activity but no formal policy in place.

WDB Response: The WDB has been working to create and revise all WIOA policies over the past four years to ensure compliance with WIOA requirements. As such, 2019-10 Incident Reporting Policy was developed and approved by the Board at their November 15, 2019 board meeting. Training was provided to staff at a policy training and all staff signed acknowledgement of the policy.

Finding 3: Three of the youth case files reviewed had more incentive gift cards given out than documented. EDD observed that three of the ten case files reviewed had more incentive gift cards (eight) than the number of certifications (seven) in them. Per 20 CFR 681.640, every incentive given need to be tied back to an achievement or recognition. The three case files are missing the proper documentation for one gift card incentive. Per EDD conversation with the case manager, some participants went on a field trip, which counted as a leadership activity and received an incentive; however, there were no documents in the participants' case files to support that.

WDB Response: The WDB was able to secure documentation showing attendance on the field trip in the form of the field trip ("Laborer's Training Tour and Success Talk with Union Leaders") held on July 19, 2019 and provided the attendance check-in for the leadership event.

Finding 4: Several case files were missing proper back-up documentation for the supportive services provided to the participants. EDD observed that two of the ten case files reviewed were missing back up documentation for the supportive services given to participants. Specifically, two case files were missing receipts for gas cards and a gift card from JCPenney.

WDB Response: The WDB disagrees with this finding, as it did on a similar finding for PY2018-19 adult program monitoring. The corrective action is also in contradiction to the program monitoring finding in PY2018-2019, where the requirement for receipts to show gift cards purchases was identified as an internal policy requirement only. Since the PY2018-19 monitoring, the WDB has since updated its supportive service policy to reflect the concerns identified by EDD. However, given the final monitoring letter from PY2018-19 program review and the denial of the reversal of the finding, the WDB has reimbursed the total amount from a non-WIOA grant. The journal entry showing the reversal is attached.

On June 23, 2021, the WDBSC submitted a comprehensive response which resolved the disallowed cost finding of \$475 paid through non-WIOA funds. The WDB is currently awaiting final resolution and acceptance letter from EDD on the corrective action submitted.

- The State of California Employment Development Department (EDD) Compliance Review Unit conducted a **programmatic review** of the WDB's program activities funded by WIOA, during the week of October 1, 2018. *EDD issued a final report January 13, 2020 with two finding:*

Finding 1: The WDB's bylaws do not address the alternative designee process that will be used when a WDB member is unable to attend a meeting and assigns a designee, or the use of technology, such as phone and web-based meetings that will be used to promote WDB member participation.

Status: The WDB has submitted an approved revision of the bylaws and this finding is closed.

Finding 2: The WDB issued ARCO Pump Pass gas cards not according to their policy and had inadequate documentation to substantiate gas purchases. EDD was unable to determine how these supportive services were necessary and reasonable for the performance of the WIOA program.

EDD Response: EDD cannot resolve this issue at this time. The WDBSC did not provide its *Job Connect Standard Operating Procedures* to the monitor prior to, nor during the on-site monitoring review...In providing the above participants multiple gas cards, WDBSC did not follow its own supportive service policy...Therefore, the WDBSC must reimburse the WIOA grant program the \$475 in disallowed supportive services using a non-federal funding source and provide documentation of the reimbursement.

On June 23, 2021, the WDBSC submitted a comprehensive response which resolved the disallowed cost finding of \$475 paid through non-WIOA funds. The WDB is currently awaiting final resolution and acceptance letter from EDD on the corrective action submitted.

Personnel Report

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

New Hire: *Jelilah Winters*
Effective Date: March 29, 2022
Classification: Specialist II
Position: Employability Specialist

Terminated: *Nicole Spurr (Voluntary Termination)*
Effective Date: April 15, 2022
Classification: Specialist II
Position: Business Services Consultant

Mike Alahmad (Voluntary Termination)
Effective Date: April 22, 2022
Classification: Manager II
Position: Fiscal Director

Stephanie Hovda (Voluntary Termination)
Effective Date: May 6, 2022
Classification: Specialist II
Position: Placement Coach II

Chainey Brown (Voluntary Termination)
Effective Date: May 10, 2022
Classification: Specialist II
Position: Planning & Industry Specialist

Expenditure Report

This is the Workforce Development Board of Solano County's (WDB) report of expenditures for the 2021-22 program year through March 31, 2021. With 75% of the program year elapsed, the expenditures compared to the plan equal 75%.

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

Grants funding levels + or – 10%:

- WIOA Dislocated Worker funding is below target mainly due to the fact that enrollment numbers are less than anticipated due to challenges in verifying Unemployment Insurance; as such individuals have been enrolled in WIOA Adult instead. Additionally, any COVID-impacted dislocated workers have been served through the National Dislocated Worker Grant, creating cost savings in Dislocated Worker funds that can be carried into the next fiscal year.
- WIOA Youth funding is below target expenditures due to delays in invoices from Solano County Office of Education, the WDB's youth provider. All invoices are now up to date and have been processed and will be reflected in the final FY2021-22 expenditure report.
- Rapid Response and Layoff Aversion includes funding for incumbent worker training projects that have not yet commenced. Training is intended to commence in early summer 2022.
- TANF Success Track funding is below target due to lack of enrollments leading to work experience expenditures.
- SBDC CARES Act funding ended September 30, 2021. Adjustments will be made to eliminate overage of spending.
- City of Vacaville Shop Local Program and Manufacturing Retention Program activities began during the reporting period and expenditures will increase throughout the year. The Shop Local Program may have funding unexpended at the end of the grant period; the unexpended manufacturing retention program funds will be carried into the next fiscal year
- Regional Plan Implementation Grant 3.0 funding ended March 31, 2022. A planned training cohort in culinary did not begin before the end of the funding period, so \$82,397 in funding will remain unrealized.
- Regional Plan Implementation Grant 4.0 funding is below target; however, the grant timeline has been extended to December 2022 and any remaining unspent funds in FY2021-22 will be carried into the next fiscal year.
- Regional Prison to Employment funding is over budget, due to a end of term budget modification to complete a justice-involved outreach publication. Costs remained below the contracted amount from Sonoma Workforce Investment Board.
- EDD Disability Employment Accelerator (DEA) funding ended March 31, 2022 with funds remaining. Expenditure targets were not met due to lower-than-anticipated enrollments.
- EDD Veteran Employment Related Assistance Program (VEAP) funding ended March 31, 2022 with funds remaining. Expenditure targets were not met due to lower-than-anticipated enrollments.

- EDD National Dislocated Worker Grant – COVID ER funding has been utilized to support COVID-impacted individuals. It is anticipated that these funds will be fully expended earlier than the end of the grant period.
- Wells Fargo Bank COVID-19 Business Assistance funds were held until SBA CARES funding was completed. SBDC staff have focused on utilizing these funds in spring 2022 and expenditures will be reflected in the final FY2021-22 expenditure report.
- Restaurant Resiliency activities for FSUSD and Kaiser began during the reporting period. Expenditures are over the grant amount in Wells Fargo due to entry error as a result of the FSUSD Restaurant Resiliency funding and will be corrected by the final FY2021-22 expenditure report. The Kaiser Restaurant Resiliency will start in the next reporting period.
- Solano Community Foundation – COVID Basic Needs activities ended October 2021. Expenditures are over the grant amount due to entry error and will be corrected by the final FY2021-22 expenditure report.

Line-items expenditure plus obligation levels + or – 10%:

Direct Client expenditures:

- Training: Occupational and Work-Based Learning expenditures can be adjusted between these two categories. Collectively, training categories are within target.
- Supportive Services are currently below target as supportive services from the workforce system were not requested at the level anticipated. Staff will continue to monitor and adjust costs if needed.
- Youth Contracted Services expenditures are low primarily due to timing of invoices from Solano County Office of Education, who serves as the WIOA Youth contractor. All invoices are now up to date and have been processed and will be reflected in the final FY2021-22 expenditure report.
- Workforce System and Program Services/Supplies are collectively on target but show discrepancies against the budget due to new expenditure organizations that will be reflected in the next fiscal year's budget.
- Business Services/Outreach includes funding for the upcoming microenterprise grants that will begin in summer 2022. Additionally, costs included a spring Career Fair that did not occur, leading to cost savings that will be carried into the next fiscal year as appropriate.
- SBDC Business Advising and Direct Program Contracts are collectively on target but show discrepancies against the budget due to expenditure organization for the Restaurant Resiliency project.

Contracted Services: Regional Partners (NBEC): costs include the Regional Organizer for the North Bay workforce region. Regional Plan Implementation 4.0 includes funding for the Regional Organizer that has been extended to December 2022. Any unspent funds will be carried into the next fiscal year.

Overhead Expenditures:

- Professional Development expenditures will increase in the last reporting period due to attendance at the California Workforce Association conference in May 2022.
- Employee Mileage remains low due to COVID-19 and the increase of video conferencing. Some funds have been shifted to travel related to professional development.
- Business Expenses are below target due to expenditure organizations that will be reflected in the next fiscal year's budget.

Workforce Development Board of Solano County

EXPENDITURE REPORT FY2021 - 22

Expenditures through March 2022

75%

GRANT FUNDING	BUDGET 2021/22 Approved 3/22	% Share of Budget	Expenditures 2021/22 YTD by Grant				Expenditures 2021/22 YTD	
			WIOA	TANF	SBDC	Discr.	% Expended	
WIOA Formula Allocations:								
Adult	\$ 961,231	15.2%	\$ 731,413				\$ 731,413	76.1%
Dislocated Workers	\$ 1,038,929	16.4%	\$ 634,908				\$ 634,908	61.1%
Youth	\$ 1,049,906	16.6%	\$ 444,195				\$ 444,195	42.3%
Administration	\$ 301,732	4.8%	\$ 231,609				\$ 231,609	76.8%
Rapid Response	\$ 116,402	1.8%	\$ 59,751				\$ 59,751	51.3%
Rapid Response - Layoff Aversion	\$ 49,802	0.8%	\$ 19,120				\$ 19,120	38.4%
SUB-TOTAL ALLOCATED WIOA:	\$3,518,002	55.6%	\$ 2,120,997	\$ -	\$ -	\$ -	\$ 2,120,997	60.3%
TANF Success Track Subsidized Employment	\$ 726,639	11.5%		\$ 419,050			\$ 419,050	57.7%
TANF Pathway to Employment	\$ 250,000	4.0%		\$ 182,362			\$ 182,362	72.9%
Solano Small Business Development Center (SBDC)	\$ 412,809	6.5%			\$ 314,239		\$ 314,239	76.1%
SUB-TOTAL CONTRACTS:	\$1,389,448	22.0%	\$ -	\$ 601,412	\$ 314,239	\$ -	\$ 915,651	65.9%
Discretionary Grants:								
SBDC CARES Act	\$ 34,441	0.5%			\$ 34,700		\$ 34,700	100.8%
City of Vacaville Shop Local Program	\$ 21,000	0.3%			\$ 8,094		\$ 8,094	38.5%
City of Vacaville Manufacturing Group	\$ 23,000	0.4%			\$ 4,834		\$ 4,834	21.0%
Regional: Plan Implementation (RPI 3.0) - Training	\$ 134,473	2.1%				\$ 52,076	\$ 52,076	38.7%
Regional: Plan Implementation (RPI 4.0) - COVID	\$ 73,816	1.2%				\$ 19,436	\$ 19,436	26.3%
Regional: Prison to Employment	\$ 101,432	1.6%				\$ 124,008	\$ 124,008	122.3%
CA Workforce Board AB1111	\$ 222,619	3.5%				\$ 193,509	\$ 193,509	86.9%
EDD Disability Employment Accelerator (DEA VI)	\$ 145,968	2.3%				\$ 67,957	\$ 67,957	46.6%
EDD Veterans Employment-Related Assistance (VEAP)	\$ 347,522	5.5%				\$ 169,227	\$ 169,227	48.7%
EDD National Dislocated Worker Grant - COVID ER	\$ 110,652	1.7%				\$ 108,606	\$ 108,606	98.2%
Wells Fargo Bank COVID-19 Business Assistance	\$ 9,700	0.2%			\$ 101		\$ 101	1.0%
Kaiser Restaurant Resiliency	\$ 14,750	0.2%			\$ -			
FSUSD Restaurant Resiliency	\$ 15,881	0.3%			\$ 6,000			
Wells Fargo Bank - Restaurant Resiliency	\$ 90,475	1.4%			\$ 94,138		\$ 94,138	104.0%
Microenterprise Small Business Grants - Solano	\$ 52,814	0.8%				\$ -		
Solano Community Foundation - COVID Basic Needs	\$ 19,858	0.3%				\$ 20,926	\$ 20,926	105.4%
SUB-TOTAL DISCRETIONARY:	\$1,418,401	22.4%	\$ -	\$ -	\$ 147,868	\$ 755,744	\$ 903,612	63.7%
TOTAL	\$6,325,850	100.0%	\$ 2,120,997	\$ 601,412	\$ 462,107	\$ 755,744	\$ 3,940,259	62.3%

LINE-ITEM BUDGET EXPENDITURES	BUDGET	% Share of Budget	Expenditures 2021/22 YTD by Category				Expenditures 2021/22 YTD	
			WIOA	TANF	SBDC	Discr.	% Expended	
Direct Program Costs:								
Training: Occupational Training	\$ 436,918	7.0%	\$ 77,035	\$ -	\$ -	\$ 99,955	\$ 176,990	40.5%
On-the-Job-Training / Work-Based Learning / Subsidy	\$ 232,500	3.7%	\$ 119,932	\$ 29,498	\$ -	\$ 49,815	\$ 199,245	85.7%
Training-Related Supportive Services	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Non-Training Related Supportive Services	\$ 98,431	1.6%	\$ 10,305	\$ -	\$ -	\$ 15,364	\$ 25,669	26.1%
Youth: Apprenticeships / Work-Based Learning	\$ 22,000	0.4%	\$ 37,286	\$ -	\$ -	\$ -	\$ 37,286	169.5%
Occupational Training	\$ 30,000	0.5%	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Contracted Services	\$ 265,000	4.2%	\$ 10,860	\$ -	\$ -	\$ -	\$ 10,860	4.1%
Workforce System: AJCC / Outreach	\$ 17,100	0.3%	\$ 7,941	\$ -	\$ -	\$ 84,800	\$ 92,741	542.3%
Program Services and Supplies	\$ 64,338	1.0%	\$ 9,347	\$ 1,271	\$ 5,195	\$ 4,076	\$ 19,889	30.9%
Business Services / Outreach	\$ 35,734	0.6%	\$ 10,578	\$ -	\$ 4,000	\$ 150	\$ 14,728	41.2%
SBDC Advising and Training	\$ 156,271	2.5%	\$ -	\$ -	\$ 220,440	\$ -	\$ 220,440	141.1%
Direct Program Contracts	\$ 316,962	5.1%	\$ -	\$ -	\$ 7,000	\$ 166,846	\$ 173,846	54.8%
SUB-TOTAL DIRECT PROGRAM COSTS:	\$ 1,675,254	26.8%	\$ 283,285	\$ 30,769	\$ 236,636	\$ 421,005	\$ 971,694	58.0%
Contracted Services: Regional Partners (NBEC)	\$ 99,963	1.6%	\$ -	\$ -	\$ -	\$ 46,781	\$ 46,781	46.8%
Personnel: Salaries + Benefits/Taxes	\$ 3,667,098	58.7%	\$ 1,494,931	\$ 426,351	\$ 220,648	\$ 289,138	\$ 2,431,067	66.3%
Operating Costs:								
Professional Development	\$ 26,173	0.4%	\$ 3,491	\$ 2,164	\$ 325	\$ 458	\$ 6,438	24.6%
Employee Mileage	\$ 37,236	0.6%	\$ 559	\$ -	\$ 102	\$ 20	\$ 682	1.8%
Facilities	\$ 479,810	7.7%	\$ 260,568	\$ 97,035	\$ 1,673	\$ (2,439)	\$ 356,837	74.4%
Communications & Information Infrastructure	\$ 123,174	2.0%	\$ 62,842	\$ 37,802	\$ 1,332	\$ 720	\$ 102,697	83.4%
Business Expenses	\$ 133,696	2.1%	\$ 15,320	\$ 7,291	\$ 1,391	\$ 60	\$ 24,063	18.0%
SUB-TOTAL OPERATING COSTS:	\$ 800,089	12.8%	\$ 342,780	\$ 144,293	\$ 4,823	\$ (1,180)	\$ 490,716	61.3%
TOTAL	\$ 6,242,405	100.0%	\$ 2,120,997	\$ 601,412	\$ 462,107	\$ 755,744	\$ 3,940,259	63.1%

Programmatic Highlights



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

America's Job Center of California (AJCC)

This report updates the Workforce Development Board (WDB) of Solano County on the activities conducted at the America's Job Center of California (AJCC) and other community locations. This report is for the period of October to November 2021.

Reporting period highlights include:

- Pre-Apprenticeship Course in Vallejo – The Trades Introduction Program – Joint Apprenticeship preparation class is currently hosted at the Regional Education Center in Vallejo. In this Pre-Apprenticeship cohort, there are 21 students that represent a wide range of backgrounds and experience levels with the building trades. AJCC staff recently provided an hour-long workshop via, Zoom, which introduced the class and its instructors to the quickest way to apply for WIOA Individualized Job Seeker Services. Resources will be provided to participants in person after their Spring Break. These include a simple guide to creating a resume, an introduction to Greenwork – a program/service matching students with Green/Clean Energy jobs – and a brief worksheet on how to create a 15 – 30 second “elevator pitch.” The graduating students are encouraged and assisted in applying to local trade unions (apprenticeships) such as Electrical, Carpentry, Longshoreman, Laborer, Iron Worker, as well as other types of employment.
- AJCC and DOR Partnership in Fairfield – The California State Department of Vocational Rehabilitation (DOR) is now assigning a staff member each week to offer in-person assistance to obtain information, guidance and referrals for job seekers in the Fairfield AJCC. DOR staff members have already been working from the AJCC in Vallejo for several months this year. They have adapted their job seeker orientations to accommodate one-on-one sessions in the Fairfield and Vallejo offices. These drop-in sessions are on Wednesday mornings from 9:00 am to 12:00 pm with rotating DOR staff members. They have already assisted a job seeker with a Class A Commercial Drivers' License to find local and flexible work schedule.

WIOA Programs

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

Job Seeker Services:

- Reimagining Service Delivery – We used this opportunity to ReFresh – ReFocus – ReImagine how to enhance the services and program deliverables to increase their effectiveness and value for Job Seeking customers during COVID-19.

The JSS team has identified five critical elements that must be “assessed” as they develop service plans with customers given the new COVID recovery job skills needed in Solano's regional labor market::

1. **Work Maturity Skills** better known as, Work Readiness/Soft Skills;
 2. **Job Search Skills**, which embodies the philosophy that looking for a job is a job and as such requires a strategy and tools to be done successfully;
 3. **Job Related Skills**, which are the technical, occupational skills needed to successfully compete for and perform a particular job;
 4. **Family-Home-Health-Legal Factors**, to better “assess” what barriers may hinder participation as the lead “partner” in achieving their employment goal; and
 5. **Computer and Digital Literacy Skills**, which have become foundational skills not only for job searching but for training and job performance in this COVID employment and economic environment.
- Youth Contract Transition – The Youth staff are preparing to close out the current Youth Contract with Solano County Office of Education, who did not apply to continue services under WIOA Youth, to include re-assessing and continuing services provision to those youth customers that will remain enrolled. In addition, staff are preparing to provide technical assistance training to the new OSY provider
 - Summer Cohorts – Other key highlights that the JSS team has also been working on include preparing to assess, enroll and provide supportive services to 2 pre-apprenticeships cohorts and a culinary cohort in Vallejo starting in June and July 2022.

Business Services:

- Talent Pipeline Strategies- The Business Services team continues to develop pilot programs to address Solano County business talent challenges. During a Manufacturing Taskforce meeting, All Weather Aluminum had asked to schedule a discussion with the Business Services team to talk about a request to develop an internship with local Youth. Their idea was to create an opportunity to expose new high school graduates or older youth that are interested in learning a hands-on career. They want to hire 2 to 4 young adults at 18yrs+ to join a 12-week summer program to teach them basic skills in different departments. This opportunity will be paid at \$16.00 per hour.

They also would provide soft skills and class training to support the skills needed for their entry level positions. At the end of this internship, if a young adult does well and shows they are motivated to start a career with All Weather Aluminum. The employer will hire 1 to 2 of these young adults at \$20.00 per hour at a full-time entry level position. Also, in support of this internship opportunity. The WDB will enroll these young adults in our grants and support them with supportive services to give them access to items required for employment.

We are currently in a recruiting campaign with local high schools and adult schools to help recruit these young adults. Our plan is that in the next few weeks the employer will start interviews and select their candidates. Next, the internship is slated to start late June 2022.

Discretionary Grants

The WDB currently implements six (6) discretionary grant programs for job seekers:

- Prison to Employment (funded through the California Workforce Development Board, contracted through Sonoma Workforce Investment Board)
- Workforce Inclusion Initiative (funded by AB1111 through the California Workforce Development Board)
- Disability Employment Accelerator VI (funded through the Employment Development Department)
- Veteran Employment Assistance Program (funded through the Employment Development Department)
- National Dislocated Worker Grant – COVID Emergency Services (funded by Employment Development Department as a pass-through for the U.S. Department of Labor)
- Regional Plan Implementation 3.0 (funded by California Workforce Development Board, contracted through Sonoma Workforce Investment Board)
- Regional Plan Implementation 4.0 (funded by California Workforce Development Board, contracted through Sonoma Workforce Investment Board)

Reporting period highlights include:

- Prison to Employment – This grant ended March 31, 2022. The regional workforce boards successfully met their participant goals for the grant but did not fully utilize expenditures. As a result, the region contracted with N&R Publications to complete a regional publication of success stories and outcomes of the project, which is reflected in Solano's increased expenditures.
- Workforce Inclusion Initiative, Disability Employment Accelerator, and Veteran Employment Assistance Program – These three grants ended March 31, 2022. Although enrollments, and hence services and expenditures, were lower than anticipated due to the COVID environment, the individuals enrolled in the program were successful in meeting their individual goals. All individuals who did not complete the program before the end of the grant period have been enrolled into WIOA for continued services.

- National Dislocated Worker Grant – There has been activity on the COVID-19 grant during the reporting period, as can be seen in the metrics. EDD received a one-year extension from the Department of Labor for grant activities.
- Regional Plan Implementation 3.0 – This grant included conducting a training cohort. Staff worked with the Vallejo Regional Educational Center and a group of Vallejo-based businesses to launch a culinary cohort training. The training was originally scheduled for February 2022, but due to HR timelines at the Vallejo Regional Education Center, the training won't begin until after the grant period. The funds will not be able to be utilized by the state's timeframe, but the Vallejo Regional Educational Center is able to pay for the training and continue the ability to provide this training. The training is now set to begin June 20, 2022.
- Regional Plan Implementation 4.0 – This regional grant includes contracting with Dr. Rob Eyler at Sonoma State University to conduct a regional data analysis of the economic impacts of COVID on the North Bay communities. Dr. Eyler will present his results at the May 2022 Board meeting.

Small Business Development Center (SBDC)

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

Reporting period highlights include:

- Microbusiness Grants – The SBDC, in partnership with the WDB and ethnic chambers, will be administering the County of Solano's grant from the California Office of Small Business Advocate for microenterprise businesses. Businesses must have been in operation in December 2019, have made less than \$50,000 gross revenue in 2019, and have five (5) or fewer employees. The County of Solano's grant process opened for applications April 2022 and closes May 15, 2022. To date, the SBDC has received over 500 applications! In addition, the SBDC, in partnership with the WDB and Napa-based community partners, received a funding award to administer Napa County's microbusiness grants as well.
- Restaurant Resiliency funding has been secured from the City of Vallejo, the Fairfield-Suisun Unified School District, and Kaiser to continue funding the program. As such, the SBDC relaunched the Restaurant Resiliency program in Fairfield in March and intends to relaunch in Vallejo in early spring.
- Food Incubator Program – The SBDC, in partnership with the NorCal SBDC Restaurant team and Solano College are launching a food incubator program. The SBDC will use the commercial kitchen at Solano College and instructors from NorCal SBDC Restaurant team to host a business incubator training program for food entrepreneurs.

Solano America's Job Center of California

FY 2021-22 Service Summary

July 2021 - April 2022

Customer Traffic by Location	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	Jul-April FY20-21
Vallejo AJCC (Virtually and in person)	2	76	436	510	528	471	508	475	511	407			3,924	--
Fairfield AJCC	1,878	2,147	1,230	1,000	787	601	619	568	522	553			9,905	6,961
Total Road to Employment locations *	0	0	40	45	25	20	15	4	11	8			168	--
Vacaville Library Road to Employment	0	0	3	19	8	7	3	2	2	4			48	--
Vallejo JFK Road to Employment	0	0	0	11	5	3	0	1	4	3			27	--
Vallejo Springtowne Road to Employment	0	0	0	4	8	4	4	0	2	1			23	--
Vallejo Health & Social Services	0	0	0	0	0	0	0	0	0	0			0	--
Vallejo First 5 Center	0	0	0	0	0	0	0	0	0	0			0	--
Fairfield Suisun Adult School (New)	0	0	37	11	4	6	8	1	3	0			70	--
Total	1,880	2,223	1,706	1,555	1,340	1,092	1,142	1,047	1,044	968	0	0	13,997	6,961

CalJOBS Statistics	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	FY20-21
New Individuals that Registered	1,057	2,078	575	439	657	499	530	479	570	480			7,364	4,729
Unique Individuals Receiving Services	1,902	1,710	849	792	624	515	758	697	856	787				
All Services Provided to Individuals	7,161	6,349	2,446	2,288	2,099	1,670	2,154	2,012	2,454	2,203				

Key Services Provided	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total	FY20-21
AJCC Welcome (Orientation)	0	0	0	0	0	0	0	0	0	0			0	0
Youth Orientations (AJCC) Welcome	0	0	0	0	0	0	0	0	0	0			0	0
Intro to Job Connect & Career Training	0	0	0	0	0	0	0	0	0	0			0	0
Parole and Community Team (PACT) (Virtual)	0	61	21	22	13	18	16	6	7	0			164	0
Working CA - TAFB	0	0	0	0	0	0	0	0	0	0			0	0
EDD & UI Workshops (virtual)	77	29	27	15	17	21	28	118	179	216			727	75
AJCC - Workshops (virtual)	6	1	12	2	2	2	5	3	4	4			41	39
Career Advantage Sessions - (virtual)	0	0	0	0	0	0	0	0	0	0			0	5
Veterans Network - Fairfield (On Site)	0	0	0	17	27	24	10	14	19	20			131	88
CASAS Skills Testing	0	0	0	0	0	0	0	0	1	0			1	0
Typing Tests - Fairfield (On Site)	21	20	7	11	6	12	13	9	17	5			121	122
Basic Computer Skills Classes - (virtual)**	1	1	--	--	--	--	--	--	--	--			2	76
Special Events: <i>mindfulness</i>	8	8	11	3	7	11	12	11	3	0			74	27
*estimated Total:	113	120	78	70	72	88	84	161	230	245	0	0	1,261	432

** Cancelled class (Instructor was promoted)

PY 21/22 Job Seeker Services Deliverables by Grant Funded Program

Reporting Period: July 2021 to April 2022

83%

WIOA Adult/DW	Goal	July	August	September	October	November	December	January	February	March	April	May	June	YTD	On Target
Applications	156	23	22	21	16	30	14	13	5	4	0			148	95%
Newly Enrolled	104	7	7	17	8	16	15	14	12	1	4			101	97%
Occupational Training	45	6	2	8	8	3	2	3	1	0	0			33	73%
Employer-Based	23	0	1	1	2	1	1	0	0	0	0			6	26%
Credentials	15	3	4	3	4	1	5	2	3	2	4			31	207%
Employed	60	5	10	13	7	8	6	5	8	7	0			69	115%

WIOA Youth	Goal	July	August	September	October	November	December	January	February	March	April	May	June	YTD	On Target
Application	-	0	2	1	0	0	1	1	3	3	0			11	-
Enrolled*	40	37	1	1	1	1	0	0	1	0	1			43	108%
Occupational Training	6	0	0	0	0	0	1	0	0	0	0			1	17%
Employer-Based	24	0	1	1	1	0	0	0	0	0	0			3	13%
Credentials	-	2	1	1	0	1	0	0	0	0	0			-	-
Employed	32	3	4	0	2	1	2	2	6	3	1			24	75%

* Youth Contract is based off of a total enrolled/served of 40 youth, rather than newly enrolled individuals. July includes Youth contractor's carry-over numbers from PY2021-2022 of 37 participants

VEAP	Goal	July	August	September	October	November	December	January	February	March	April	May	June	YTD	On Target
Enrolled	71	2	1	2	1	1	1	3	3	1				15	21%
Occupational Training	46	0	1	0	0	1	0	2	5	0				9	20%
Employer-Based	5	2	0	1	0	0	0	0	0	0				3	60%
Credentials	20	1	2	0	0	1	1	0	1	1				7	35%
Employed	66	1	1	0	0	0	2	1	1	1				7	11%

DEA	Goal	July	August	September	October	November	December	January	February	March	April	May	June	YTD	On Target
Enrolled	19	2	4	1	0	7	4	5	1	0				24	126%
Occupational Training	2	0	0	0	0	0	0	0	0	0				0	0%
Employer-Based	23	0	0	0	0	0	0	0	0	0				0	0%
Credentials	-	1	1	0	1	0	2	0	0	0				5	-
Employed	21	1	1	1	0	1	0	2	2	1				9	43%

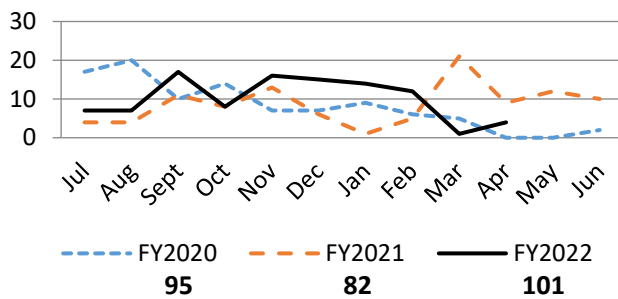
AB1111	Goal	July	August	September	October	November	December	January	February	March	April	May	June	YTD	On Target
Enrolled	32	1	3	1	1	4	3	0	0	0				13	41%
Occupational Training	3	0	2	0	0	1	1	0	0	0				4	133%
Employer-Based	14	0	0	0	1	0	0	0	0	0				1	7%
Credentials	-	1	1	1	1	0	2	0	0	0				6	-
Employed	30	0	1	0	1	0	0	1	2	0				5	17%

NDWGW COVID	Goal	July	August	September	October	November	December	January	February	March	April	May	June	YTD	On Target
Enrolled	21	2	1	2	1	2	2	0	0	0				10	48%
Occupational Training	9	1	0	1	2	0	1	1	0	0				6	67%
Employer-Based	-	0	0	0	0	0	0	0	0	0				-	-
Credentials	-	0	0	0	1	0	0	0	0	0	1			-	-
Employed	40	2	1	3	1	1	1	0	2	0	0			11	28%

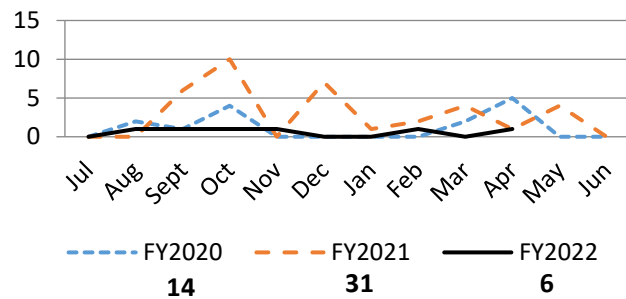
Prison to Employment	Goal	July	August	September	October	November	December	January	February	March	April	May	June	YTD	On Target
Enrolled	8	0	0	1	4	2	1	0	0	0				8	100%
Employer-Based	8	0	0	1	3	2	0	0	0	0				6	75%
Employed	10	0	0	0	0	0	0	2	1	0				3	30%

Key 3-Year WIOA Indicator Trends PY2021/22 - July 2021 - April 2022

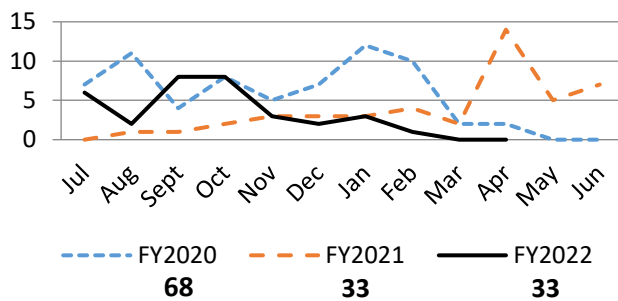
WIOA Adult/DW Enrollments



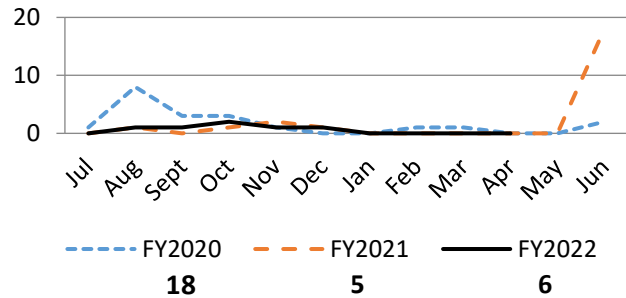
WIOA Youth Enrollments



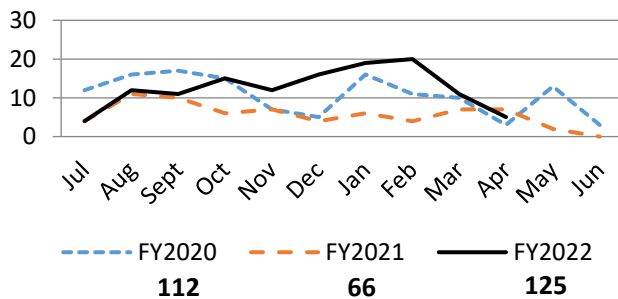
WIOA Adult/DW in Training



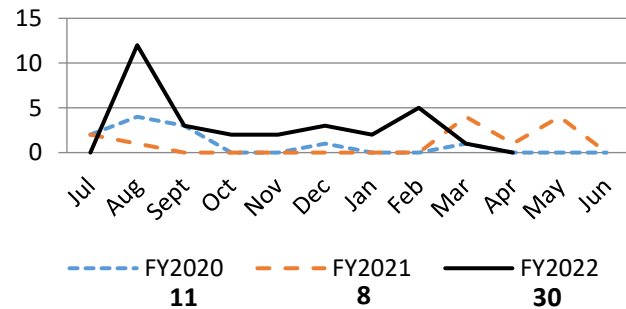
WIOA Adult/DW Earn & Learns



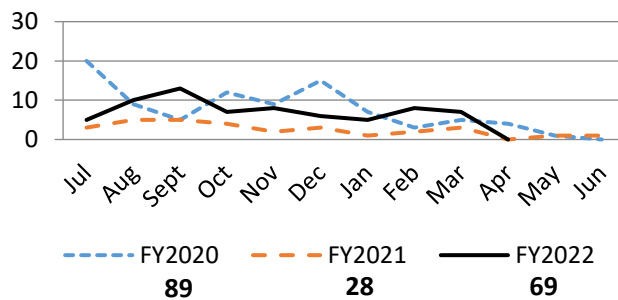
WIOA Adult/DW Completions



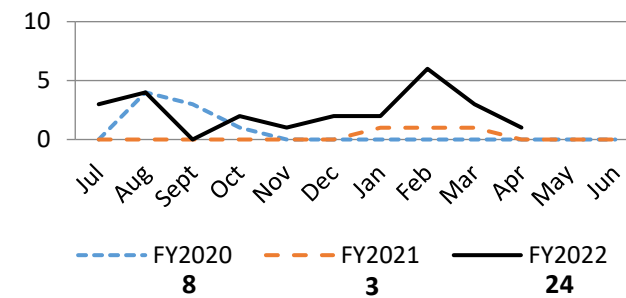
WIOA Youth Completions



WIOA Adult/DW Employment



WIOA Youth Employment





WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

FY2022 Q3 PROGRAMMATIC IMPACT

July 2021 - March 2022

**America's
JobCenter**
of CaliforniaSM

The America's Job Centers of California (AJCC) consists of partners who operate the job centers include Employment Development Department, the WDB, Division of Rehabilitation, and others.

12,869 INDIVIDUALS
VISITED THE JOB CENTERS

160 INDIVIDUALS
VISITED COMMUNITY SITES

2197 SERVICES
PROVIDED

JOB CENTER TRAFFIC BY LOCATION



Vallejo (27.33%) Fairfield (72.67%)

Work Experience
"John" struggled to reenter the workforce using his experience in education that matched his career goals. He work with his employability specialist and was placed in a Transitional Job with Five Keys charter school. As a result, he was able to get hired for a full-time position as an instructor with Five Keys that matched his experience and goals.



Job Seeker Demographics

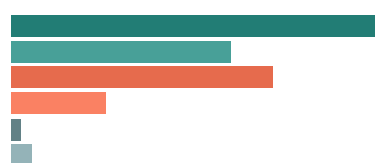
The Workforce Board serves a diverse job seeker base. Numbers below represent individuals enrolled in Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker, and Youth programs.

AGE



16-24 (11.46%) 25-32 (23.96%)
33-44 (16.67%) 45-54 (28.13%)
55+ (19.79%)

RACE/ETHNICITY



Af/Amer White Hispanic
Asian Pac Island Amer Ind

PRIORITY POPULATIONS



1% BASIC SKILLS
DEFICIENT



26% CALFRESH
RECIPIENTS



0% ENGLISH
LANGUAGE



33% INDIVIDUALS
W/ DISABILITY



11% JUSTICE-
INVOLVED

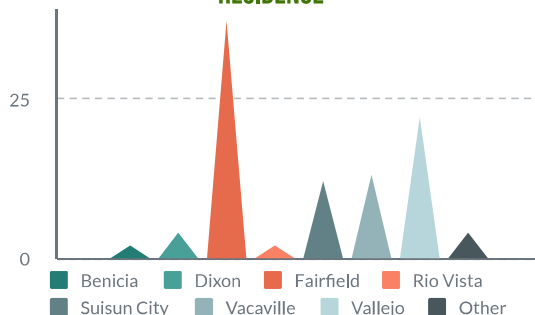


1% HOMELESS



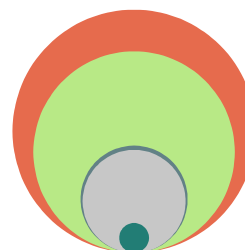
14% VETERANS

RESIDENCE



Benicia Dixon Fairfield Rio Vista
Suisun City Vacaville Vallejo Other

EDUCATIONAL ATTAINMENT



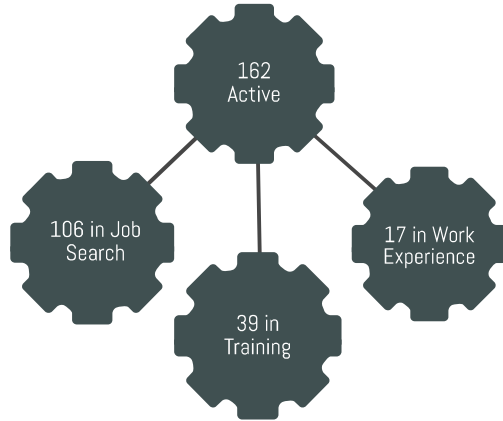
Less than HSD HSD Some College
Associate's Bachelor's +



Intensive Services

Intensive services for enrolled individuals include occupational training, paid work experience, job search support, supportive services, and job coaching. Activities and outcomes represent WIOA and State-funded individuals.

CUSTOMER ACTIVITIES



60 Individuals Received Supportive Services

CUSTOMER OUTCOMES



101 Newly Enrolled

33 Individuals Started Training



31 Individuals Received Industry Certifications

66 Individuals Employed

\$21.00
Median Wage

56%
TRAINING-RELATED
PLACEMENTS
20 out of 36

40%
SOLANO COUNTY
PLACEMENTS
vs. **35%** Solano Co. average*

Top Industries



17%



11%



11%



11%



\$3.69/HR

Ave. Increase in Wages
After Using WDB Services



CalWORKs

33

Referred to Job Readiness Workshops

11

Started Job Readiness Workshops

25

Completed Work Experience

11

Entered Employment

NOTE: CalWORKs program has been heavily impacted by COVID-19.

Business Engagement

WDB staff members engage with the business community to better serve the workforce needs of the county.

350 Active Business Engagements

107 New Businesses Engaged

671 Job Postings through Staff

28 Recruitment Events Held

Industry Skills
The WDB has been working with businesses in key industries to develop rapid industry-based skills training programs in partnership with local education entities. This summer, the WDB will launch a manufacturing internship and a culinary training cohort with our local businesses.

\$49,119
Invested in Solano County Businesses talent needs



Workforce Development Board of Solano County
500 Chadbourne Rd, Suite 100, Fairfield, CA 94534
<http://solanoemployment.org>

* Source: U.S. Census American Community Survey 2019. LEHD OntheMap Commuter Flow 2017.

Compiled 5.10.22

SBDC Monthly and Board Report April 2022																
Key Performance Indicators		Annual Goal	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	%Goal
Total client sessions 2022 YTD		2,200	220	303	304	228									1055	48%
Total Client Hours YTD		1,700	205	316	328	257									1106	65%
Total Active Clients (Napa)		750	740	733	545	549									733	98%
Total Active Clients (Solano)		1,500	1334	1428	1175	1206									1428	95%
Total Active Clients (Center)		2,250	2074	2161	1631	1662									2161	98%
Jobs Created		70	0	21	53	4									78	111%
New Business Starts		20	0	7	5	1									13	65%
Change in Sales		\$ 7,000,000.00	\$0.00	\$ 3,891,101.00	\$ 5,609,862.00	\$ 195,000.00									\$ 9,695,963.00	139%
Dollar amt of loans/equity		\$ 8,000,000.00	\$1,763,600.00	\$ 14,000.00	\$ 1,543,879.00	\$ 10,000.00									\$ 3,331,479.00	42%
Training Sessions held		60	10	10	9	7									36	60%
# of attendees		600	85	179	136	107									507	85%
Focus Areas		Notes														
Solano Microbusiness Grant		Received > 400 applications														
Napa Microbusiness Grant		Starts Jul 11														
Restaurant Resiliency Fairfield		FSUSD increased 30 meals/week														
Food Incubator Program, SCC		Launched 4/27 13 participants														
Vallejo Small biz grant & Rest Res		\$500,000 Grant starts 7/1														
Received \$1.5M for small biz support		Contracts in process														

CONSENT CALENDAR



**MINUTES
BOARD OF DIRECTORS MEETING
March 20, 2022**

I. Call to Order

On behalf of Board Chair, Fadi Halabi, Heather Henry called the meeting to order at 8:06 a.m. Quorum was established.

Members Present:, Danny Bernardini, Suzanne Castano, Chris Churchill, Mark DeWeerd, Tiffany Donahue, Mary Dugbartey, Mario Giuliani, Fadi Halabi, Viola Lujan, Sabrina Martin, Jon Riley, and David Tam

Members Absent: Paul Adler, Shannon Dodds, Celia Esposito-Noy, Tim Healer, Gerald Huber, Melvinia King, Stephen Reese, and Scott Reynolds

Staff Present: Heather Henry, Mike Al-Ahmad, Lauren Bender, Tammy Gallentine, Marion Aiken, Tim Murrill, Sheryl Cutler, Brianna Boyd, Antoinette Smith, April Ziomek-Portillo, Joyce Ugweje, Tracy White, Karla Lopez and Chainey Brown

Guests/General Public: Nancy Nelson, Teri Brimacomb, Siobhan Dill, Susan Labrecque, Tina Bidwell, Erica Waterford, and Neil Whitbeck

II. Introductions

Ms. Henry announced Mr. Thomas Stuebner had joined the meeting. Mr. Thomas Stuebner, CEO of California Human Development (CDH), gave a brief introduction and background about CHD. Ms. Henry added that Mr. Stuebner will be submitting an application for approval to be appointed to the Board of Directors at a later date. His appointment will be replacing Mr. Paul Castro's seat due to his retirement in February.

Mr. Halabi joined the meeting and resumed the agenda announcements.

III. Agenda Changes/Deletions

There were no agenda changes and/or deletions to the agenda.

IV. Public Comment

There were no public comments.

V. Closed Session

At 8:10 a.m., Mr. Halabi closed the public meeting and adjourned into a closed session.

A. Pursuant to §54957.6(b)(1) Review of Upcoming Collective Bargaining Agreement Negotiations

B. Pursuant to §54957.6(a) Review of Proposed Employee Retirement Plan – 2021 Employer Contribution

VI. Reconvene Open Session

At 8:51 a.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

B. Pursuant to §54957.6(a) Report on any Action Resulting from Closed Session

No action was taken requiring the vote of Board membership. During closed session, an Ad-Hoc Negotiations Committee was established to include Chris Churchill, Mark DeWeerd, Mario Giuliani, and Fadi Halabi to assist staff during negotiations.

VII. Presentation

A. WIOA Youth Contractor, Solano County Office of Education, Contract Update

Ms. Susan Labrecque, Solano County Office of Education, provided a presentation to the Board of Directors which gave a program overview and overall progress under the Youth Contract. To date, there have been 40 enrollments into the program, 14 placed in work experience, and 29 placed in employment. Additionally, 4 participants have obtained their high school diploma or GED, 8 have enrolled in high school equivalent/GED programs, 6 have enrolled in community college/vocational training, 11 have obtained a degree/certificate and 1 has transferred to a 4-year university.

VIII. Informational Reports

A. Board Chair

Board Chair, Mr. Halabi, thanked the presenters. An Ad-Hoc Youth RFP Committee was established to include Dr. Esposito-Noy, Ms. Martin, Mr. DeWeerd, and Mr. Bernardini. Ms. Donahue will reach out to members of the Adult School to see if a representative would like to also join the committee.

B. Committee Chairs

Mr. Giuliani gave a brief overview of the March 7th Budget Committee, highlighting the financial challenges that are ahead due to funding cutbacks. More financial information will be available at the May Budget Committee meeting to give a better overview of the budget.

Mr. Halabi gave a brief overview of the March 7th Executive Committee meeting which included discussion about succession planning, vacancies, and expiring membership terms. An Ad-Hoc Nominations Committee was established to include Dr. Esposito-Noy, Mr. Riley, Mr. Churchill, and Mr. Giuliani to review and make a recommendation to the Board for the upcoming elections for the 2022-2024 Slate of Officers and Executive Committee's Member-at-Large.

C. President/Executive Director Report

Ms. Henry highlighted that staff have been spending a good amount of time over the last few months on compliance. Staff will be focusing on updating and creating new policies based on past and present monitoring to continue to meet Federal guidelines. Staff have also been setting up internal monitoring to ensure RFP's and contracts are moving forward. There will be several contract renewals and new contracts presented at the May Board meeting.

There are a handful grants that will be expiring in March which include AB1111, Disability Accelerator Grant, Regional Grant 3.0, and Veteran grant. Most of these grants will not be fully expended and will not meet all of the outcomes. The challenge for these grants were they were applied for pre-pandemic and received in April 2020, at the start of the pandemic. These grants focused on work-based learning and vocational training. The pandemic made it virtually impossible to successfully launch these programs during 2020. Staff did a lot of work to adjust and pivot some of these pieces but several of our partners were closed. WDB

was not the only workforce board affected by these outcomes as this was a statewide issue. Part of the funds will be expensed on a publication company who will be publishing success stories to highlight targeted populations within the labor market.

The WIOA demand has been rising. Enrollments this year are the same as pre-pandemic. While job seekers are coming in seeking services, the challenge is training dollars have been expended so other options are being explored. There is over a billion dollars at the state level that has been invested in post-secondary education, so WDB is making shifts to support people in applying for financial aid to take advantage of that funding.

The WDB is moving into industry-based job training which provides rapid retraining and rehiring. More information will be available at the May meeting. Staff is gearing up for another round of small business grants. WDB is partnering with the county to administer Solano County microgrants. About \$450,000 will go directly to micro-enterprise grants. There are a number of qualifications including having 5 or less employees pre-pandemic, have been established pre-pandemic, and have a gross revenue of under \$50,000 in 2019. It is a very targeted group of small businesses. The application will open April 1st and will be open for 6 weeks. WDB is also in conversations with City of Vallejo to do another round of small business grants with them. Solano-Napa SBDC has also been asked to administer City of Napa's small business grants.

Ms. Henry noted that at the January meeting, it was discussed that WDB would be going to the Solano County Board of Supervisors and presenting investment recommendations for local workforce and small business COVID recovery for the American Rescue Plan Act (ARPA). The initial presentation created several questions and some confusion. Staff has been working with the county to ensure the presentation is reworked and the information is presented in a way that makes sense and is in a framework that the Board of Supervisors can make some decisions. Staff will be returning on March 22nd to present the workforce pieces while Solano-Napa SBDC and Solano EDC will be returning at a later date to present the small business pieces.

D. Reports

There was no discussion on this item.

IX. Consent Calendar

- A. Approval of January 21, 2022 Meeting Minutes**
- B. Approval for a 3rd Year Contract Renewal for Managed IT Systems Services Provider, NetXperts Inc., Not to Exceed and Additional Contract Amount of \$56,400**
- C. Review and Approval of Adult/Dislocated Worker Service Delivery Policy, as Recommended by the Executive Committee**

MOTION #1

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

X. Action Items

- A. Review and Approval of the Federal Monitoring and Compliance Oversight Policy, as Recommended by the Executive Committee**

Ms. Henry gave a detailed overview of agenda item **X.A Review and Approval of the Federal Monitoring and Compliance Oversight Policy, as Recommended by the Executive Committee** and provided a brief presentation. In general, compliance requirements include expenditures and fiscal controls, administrative controls, WIOA programmatic requirements, nondiscrimination and equal opportunity requirements and ADA disability compliance. This includes ensuring our own programs are compliant but any contracts we award are also compliant. Workforce Boards are required to monitor the Job Center, One-Stop Operator, WIOA Adult, Dislocated Worker and Youth programs, and subrecipients. Internal firewalls must be put in place to ensure functions are not crossing each other. A structure was developed and outlined in the policy in more detail. A staff person was brought on to focus on performance and compliance. Staff will do the monitoring, prepare the monitoring documents and present it to the appropriate committee for review.

MOTION #2

A motion was made and seconded to approve the Federal Monitoring and Compliance Oversight Policy. (Giuliani/DeWeerd) MOTION PASSED UNANIMOUSLY

B. Review and Approval of the Second Modification to the Program Year 2021-2022 Budget, as Recommended by the Budget Committee

Mr. Al-Ahmad gave a detailed overview of agenda item **X.B Review and Approval of the Second Modification to the Program Year 2021-2022 Budget, as Recommended by the Budget Committee** noting there were minor changes to the presented budget compared to the budget that was last presented to the Board. Most of the changes occurred within the discretionary grant categories, which increased.

MOTION #3

A motion was made and seconded to approve the Second Modification to the Program Year 2021-2022 Budget. (Giuliani/DeWeerd) MOTION PASSED UNANIMOUSLY

IX. Discussion

A. Form 700 – Statement of Economic Interest and Conflict of Interest Form Requirements

Ms. Henry noted that Ms. Gallentine has been researching to requirements of Form 700 and if WDB's Board Members were actually required to complete the annual form based on the form's parameters. Research concluded that Board members do not fall within the requirements of completing the form but instead are required to complete WDB's Conflict of Interest Policy form. Ms. Gallentine will send out the Conflict of Interest Policy to Board Members with the Board acknowledgment form to be completed and returned. The acknowledgement form also includes a section to identify and conflicts of interest a member may have.

B. Upcoming Board Approval and Discussion Items

Ms. Henry gave an overview of future items that will be presented to the Board. The Youth RFP has been published and will be due April 15th. The Youth RFP Committee will meet after reviewing received proposals. At the May Board meeting, staff will be asking the Board for approval to select a youth provider, based on the committee's recommendation, and to enter into contract negotiations. The May Board agenda will also include a request

for approval for contract renewals that expire in June, to be effective July 1st. Ms. Henry noted that her annual evaluation will be coming up in May. Board members will be receiving a Board survey prior to the next Board meeting. Finally, the agenda will also include the 2022-2024 Slate of Officers election, reappointment and new membership approvals, and the FY2022-23 Preliminary Budget.

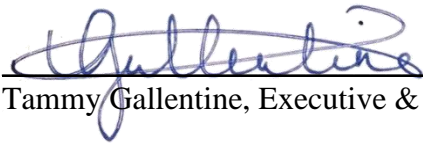
Based on a discussion during the March Executive Committee meeting, Ms. Henry asked Board members if they would like to have a Board retreat this year. Since there will be a change in the Slate of Officers, the retreat would focus the retreat on the incoming Executive Committee.

A poll was presented to Board members to ask membership if May's meeting should be held in person or virtually. Members noted participation has been successful so to the extent of continuing to meet via Zoom is beneficial. Poll results showed a preference for continuing meeting via Zoom. Staff will add to May's agenda the discussion of continuing virtual meetings, providing the guidelines under AB361 are still in effect, while also scheduling to meet in person quarterly.

X. Adjournment

The meeting was adjourned at 9:54 a.m.

Respectfully submitted by:

A handwritten signature in blue ink, appearing to read "Gallentine", is written over a horizontal line.

Tammy Gallentine, Executive & Board Support Specialist



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT: Approval for a 3 rd Year Contract Renewal with Quali-Serv Janitorial for Janitorial, Maintenance and Facilities Support Services Not to Exceed an Additional Contract Amount of \$54,600	MEETING DATE May 20, 2022	AGENDA ITEM IX.B
FROM: Heather Henry President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A

RECOMMENDATION

It is recommended that the Board approve a 3rd year contract renewal of Quali-Serv Janitorial for Janitorial, Maintenance and Facilities Support services. The total of the third year of the contract will not exceed an additional contract period amount of \$54,600. The cumulative total for the original contract beginning July 1, 2020, 2nd year renewal and this renewal will not exceed \$163,800. The renewal term will be July 1, 2022 through June 30, 2023.

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

This is the final contract renewal for this vendor. By early 2023, staff will release a new Request for Quote (RFQ) for Janitorial, Maintenance and Facilities Support services.

DISCUSSION

RFQ Process

On June 3, 2020, the WDB published and distributed the Janitorial, Maintenance and Facilities Support Services Request for Quote (RFQ) to 16 local firms that provide janitorial, maintenance and facilities support services in addition to posting the RFQ on the WDB's website. An email Q&A/technical assistance was available for all vendors to submit questions by June 12, 2020.

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

Staff conducted a threshold review of the proposal submitted by Quali-Serv Janitorial and determined the proposal met the minimum qualifications for contract consideration. Staff completed evaluation of Quali-Serv proposal.

The Quali-Serv proposal addressed all the janitorial, maintenance and facilities support services described in the RFQ. It should be noted that Quali-Serv Janitorial has kept their hourly billing rate as a “flat rate” of \$28 per hour for all services required of the RFQ. Quali-Serv Janitorial has been providing janitorial, maintenance and facility support services to the WDB for almost two decades.

ALTERNATIVES

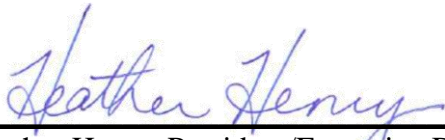
While not recommended, the Board could choose not to approve the amendment and instead provide staff with direction to issue another procurement. This is not recommended, however, as the current vendor of Janitorial, Maintenance and Facilities Support services for the first two years of the contract. Given the current service delivery provided, it is not recommended to seek another vendor for this last contract renewal.

AGENCY BUDGET IMPACT

The WDB’s FY2022-23 budget includes the necessary funding to cover the cost of this contract renewal.

REPORT PREPARED BY:

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



Heather Henry, President/Executive Director

SECOND AMENDMENT



For WDB Use Only
Contract No.
PY-20-004

1. This Contract is entered into between the Workforce Development Board of Solano County and Quali-Serv Janitorial for the performance of Janitorial, Maintenance and Facilities Support services
2. The term of this Contract is: July 1, 2020 through June 30, 2023
3. The Maximum amount of this contract is: **\$163,800** (\$54,600 from the original contract and \$54,600 for the First Amendment and \$54,600 for this Second Contract Amendment)

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
Attachment A.1 – Contracted Services Breakout
Exhibit B – Budget Detail and Payment Provisions
Exhibit C – General Terms and Conditions

APPROVED FOR THE WORKFORCE DEVELOPMENT BOARD

BY: _____
(Signature, WDB Duly Authorized Representative)
NAME: Heather Henry

TITLE: President/Executive Director
DATE: _____

ADDRESS:

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

APPROVED BY THE CONTRACTOR

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

TITLE: Owner
DATE: _____

ADDRESS:

1405 Shasta Street
Suisun City, CA 94585
(707) 422-4727

Approved as to Form: _____
Solano County Counsel

**EXHIBIT A
SCOPE OF WORK
Second Amendment**

A. CONTRACTOR RESPONSIBILITIES

1. AVAILABILITY TO PERFORM SERVICES

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

2. SERVICE ACTIVITIES

Contractor will provide WDB with a comprehensive janitorial, maintenance and facilities support services. Specific details of each of those services are described in Attachment A.1.

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

Facilities Support Services

The maximum hours for facility support services shall total **1,605** hours. Facility support services will take place between 7:00 and 9:30 a.m. However, alternative hours may be required depending on the project. When those situations arise, Contractor will coordinate, in advance, the necessary change with the Facilities Manager or her designee.

Maintenance Services

The maximum hours for Maintenance Services shall total **348** hours. Maintenance services will take place between 5:00 and 6:30 p.m. However, alternative hours may be required depending on the project. When those situations arise, Contractor will coordinate, in advance, the necessary change with the Facilities Manager or her designee.

Janitorial Services

The maximum hours for Janitorial Services shall total **3,897** hours. Janitorial services will take place between 6:30 p.m. and midnight. However, alternative hours may be required depending on the needs of the agency. When a necessary change is required, the Contractor, in advance, will coordinate the change with the Facilities Manager or her designee.

B. RESPONSE TIME

1. On Call and Emergency Service

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

C. ADMINISTRATION

1. Maintenance of Effort

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

2. Successors

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

3. Time is of the Essence of this Contract

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

4. Deliverables

The Contractor shall conduct/provide the specific services, activities and products under this contract as outlined in Attachment A.1 – Contracted Services Breakout.

**Workforce Development Board of Solano County
&
Quali-Serv Janitorial**

**Contracted Service Details
Second Amendment**

Janitorial Services

Location: 500 Chadbourne Road, Suite A, Fairfield

Daily Duties

- Inspect & clean all entrances
- Reset training rooms and wipe down all tabletops
- Clean all bathrooms and restock supplies
- Empty all bathrooms and kitchen waste baskets
- Empty trash in public spaces
- Sanitize door handles, light switches, tables in all public areas including all computer keyboards & mouse
- Maintain all posted sanitization checklists

Twice Weekly

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

Weekly

- Vacuum all carpeted areas
- Dust/mop all areas
- Empty all recycling bins
- Clean main entrance glass doors, and interior lobby doors

Monthly

- Buff all hard surface floors
- Dust blinds and windowsills
- Clean interior/exterior of all kitchen appliances including microwave ovens and toaster oven

Quarterly

- Wax all hard surface floors
- Clean computer equipment and tables
- Clean air vents

Annually

- Shampoo all carpets
- Thoroughly clean the interior of refrigerators

As Needed

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

Maintenance Services

Location: 500 Chadbourne Road, Suite A, Fairfield

Monthly

- Fire Extinguisher inspection

Semi-Annually

- Reset clocks after the Spring and Fall time changes

As Needed – Work Orders Required for Non-Routine Tasks

- Repair and/or report plumbing, restroom, sink deficiencies
- Report electrical problems
- Inspect furniture and fixtures for defects, wear and tear, safety, and operation. Repair minor defects as needed/directed. Secure and report major defects immediately
- Safely handle, store and identify all facility related materials and supplies
- Dispose hazardous and expired materials safely and legally
- Prep and paint any/all interior areas as needed (e.g., cracks, chipped off paint, etc.) with written approval from the WDB
- Maintain clear and specific paint/primer information
- Inspect and report only for proper operation of smoke detectors, emergency lights and panic system (moved from semi-annual)

Facilities Support Services

Primary Location: 500 Chadbourne Road, Suite A, Fairfield with Some Offsite Services

Daily

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

Monthly

- Room set-up (tables and chairs) for once-a-month Thursday PACT meeting

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

As Needed – Work Orders Required for Non-Routine Tasks

- Morning/afternoon/evening hours required for physical set-up of any Career Fair, and provide any additional needed staff
- Morning/afternoon/evening hours required for physical set-up of special events and meetings, and provide any additional needed staff at 500 Chadbourne Rd. or other sites
- Move/transport furniture, cabinets, supplies, equipment, etc. within same room, building, complex of other sites
- Maintain paper supply/inventory for specific locations (e.g., near copy machines)
- Dispense, deliver or store supplies/equipment deliveries within same day or next morning
- Deliver used & empty toners to surplus once every 2-3 months
- Install, repair or report signage problems
- Maintain the organization, cleanliness, security of maintenance rooms, WDB storage equipment or storerooms
- On call must be available by cell phone between the hours of 6:00 a.m. – 6:00 p.m. and available to respond to urgent calls within one hour between 8:00 a.m. – 5:00 p.m.

EXHIBIT B
PROJECT BUDGET SUMMARY
Second Amendment

DOCUMENTATION OF DELIVERY	DELIVERY PERIOD	FEE
Janitorial Services	July 1, 2020 – June 30, 2021	\$36,372 (\$28.00 per hour X 1299 maximum hours)
Maintenance Services	July 1, 2020 – June 30, 2021	\$3,248 (\$28.00 per hour X 116 maximum hours)
Facilities Support Services	July 1, 2020 – June 30, 2021	\$14,980 (\$28.00 per hour X 535 maximum hours)
Janitorial Services	July 1, 2021 – June 30, 2022	\$36,372 (\$28.00 per hour X 1299 maximum hours)
Maintenance Services	July 1, 2021 – June 30, 2022	\$3,248 (\$28.00 per hour X 116 maximum hours)
Facilities Support Services	July 1, 2021 – June 30, 2022	\$14,980 (\$28.00 per hour X 535 maximum hours)
Janitorial Services	July 1, 2022 – June 30, 2023	\$36,372 (\$28.00 per hour X 1299 maximum hours)
Maintenance Services	July 1, 2022 – June 30, 2023	\$3,248 (\$28.00 per hour X 116 maximum hours)
Facilities Support Services	July 1, 2022 – June 30, 2023	\$14,980 (\$28.00 per hour X 535 maximum hours)
TOTAL		\$163,800.00.

1. The above amounts are contingent upon acceptance of an appropriately working and usable system and shall be in compensation for all time and expenses incurred by the Contractor. The Contractor will not be reimbursed for any out-of-pocket costs.

2. The Contractor shall submit monthly invoices detailing work performed for each deliverable detailed in the Scope of Work (Exhibit A) and amount payable to the WDB's Executive Director/President. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President, and the deliverables, as described in Exhibit A, have been accepted in writing by the WDB Executive Director/President or his/her designee.
3. The Contractor shall provide any additional documentation as required by WDB at any time in order to substantiate Contractor claims for payment to an authorized WDB representative. WDB may elect to withhold payment for failure by Contractor to provide such documentation required by WDB.
4. The maximum payment under the terms of this contract shall under no circumstances, exceed **\$163,800.00** for the related expenses unless this contract is modified in accordance with Section XXVI in Exhibit C, "Changes and Amendments".



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT: Approval for a 2 nd Year Contract Renewal with Resource Development Associates, Inc., for Regional Organizer and Regional Training Coordinator Services Not to Exceed an Additional Contract Amount of \$60,000	MEETING DATE May 20, 2022	AGENDA ITEM IX.C
FROM: Heather Henry President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A

RECOMMENDATION

It is recommended that the Board approve a first renewal of Resource Development Associates, Inc., for Regional Training and Regional Coordinator services. The total of the second year of the contract will not exceed an additional contract period amount of \$60,000. The cumulative total for the original contract beginning July 1, 2021 and this renewal will not exceed \$120,000. The renewal will begin July 1, 2022 through June 30, 2023.

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

This contract may be extended in time, for up to one (1) year at an anticipated \$60,000 annually subject to satisfactory performance by the contractor, availability of funds and Board action.

DISCUSSION

RFP Process

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

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

Services

In the first year of the contract, RDA has successfully met regional contract objectives. They have facilitated the North Bay region's workforce board directors' and partners' monthly meetings, maintained grant reporting requirements to the state for North Bay regional grants, and represented the

North Bay workforce region at statewide meetings. Past performance supports recommendation of renewal.

ALTERNATIVES

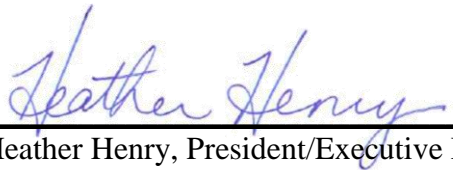
The Board could choose not to approve the contract and instead provide staff with direction to issue another procurement for regional training and organizer services to see if new responses will be submitted. However, the Solano WDB alone cannot make alternative plans; any new approach would need to be presented and endorsed on a regional basis by the NBEC Steering Committee.

AGENCY BUDGET IMPACT

The WDB's FY2022-23 budget includes the necessary funding to cover the cost of this contract renewal.

REPORT PREPARED BY:

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



Heather Henry, President/Executive Director

FIRST AMENDMENT



For WDB Use Only
Contract No.
PY-21-002
**FIRST
AMENDMENT**

1. This Contract is entered into between the Workforce Development Board of Solano County and Resource Development Associates, Inc. for the performance of Regional Organizer and Regional Training Coordinator services for the North Bay Employment Connection which includes WDB of Solano, Sonoma and the Joint Powers Agency representing Napa, Lake, Marin and Mendocino.
2. The term of this Contract is: July 1, 2021 through June 30, 2023
3. The Maximum amount of this contract is: **\$120,000** (\$60,000 from the original contract and \$60,000 for this first contract amendment)

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

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

APPROVED FOR THE WORKFORCE DEVELOPMENT BOARD

BY: _____
(Signature, WDB Duly Authorized Representative)
NAME: Heather Henry

TITLE: President/Executive Director
DATE: _____

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

APPROVED BY THE CONTRACTOR

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

TITLE: President/Chief Executive Officer
DATE: _____

ADDRESS:
2333 Harrison Street
Oakland, CA 94612
(510) 488-4345

Approved as to Form: _____
Solano County Counsel

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**EXHIBIT A
SCOPE OF WORK
FIRST AMENDMENT**

A. CONTRACTOR RESPONSIBILITIES

1. AVAILABILITY TO PERFORM SERVICES

Contractor will:

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

2. SERVICE ACTIVITIES

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

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

a) Regional Partner Convening and Coordination

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

b) Regional Training Coordinator (RTC) Duties

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

- Represent NBEC on RTC monthly calls and RTC Convenings;
- Maintain tracking of NBEC trainings;
- Work with local boards and partners to organize logistics for training(s), as needed;
- Serve as liaison for the California Workforce Association (CWA) as needed in regards to regional training, to include monitoring the California Training Initiative (CTI) training list, working with CWA to develop training contracts as needed, and facilitate contract signatures;
- Ensure regional trainings include state-required training evaluations, collect evaluations and submit to appropriate state organization and training provider;
- Serve as contact for state entities in relation to regional trainings;
- Provide summaries to local directors at monthly NBEC meetings of regional activities;
- Complete RTC quarterly reports and exhibits for the state, as needed.

c) Regional Organizer (RO) Services

- Fulfill state-defined RO function of enhancing collaboration of regional workforce leaders and implement the Regional Plans, support and maintain regional communication and governance structures, and coordinate with other initiatives to support regional goals;
- Serve as liaison to CWDB and EDD for regional initiatives and share information with local directors;
- Complete regional quarterly reports and exhibits for the state, working with the designated regional fiscal agent for finances;
- Work with regional partners, as needed, to facilitate attainment of regional outcomes;
- Maintain fiscal and programmatic/outcomes tracking of NBEC regional grants to be shared at monthly NBEC meetings;
- Attend regional organizer convenings on behalf of NBEC and provide updates to the NBEC directors;
- Support development and maintenance of regional sub-awards; and,
- Lead regional grant applications process.

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

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

B. ADMINISTRATION

1. Maintenance of Effort

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

2. Successors

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

3. Time is of the Essence of this Contract

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

EXHIBIT B
PROJECT BUDGET SUMMARY
FIRST AMENDMENT

DOCUMENTATION OF DELIVERY				DELIVERY PERIOD	FEE
Regional Coordinator Services	Organizer/	Regional	Training	July 1, 2021 – June 30, 2022	\$58,500
Travel				July 1, 2021 – June 30, 2022	\$1,500
Regional Coordinator Services	Organizer/	Regional	Training	July 1, 2022 – June 30, 2023	\$58,500
Travel				July 1, 2022 – June 30, 2023	\$1,500
TOTAL					\$120,000.

1. The above amounts are contingent upon acceptance of an appropriately working and usable system and shall be in compensation for all time and expenses incurred by the Contractor. The Contractor will not be reimbursed for any out of pocket costs.
2. The Contractor shall submit monthly invoices detailing work performed as allowable in the Scope of Work (Exhibit A), number of hours, and amount payable to the WDB's Executive Director/President, or designee. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President, or designee, and the work performed have been accepted in writing by the WDB Executive Director/President, or designee.
3. The Contractor shall provide any additional documentation as required by WDB at any time in order to substantiate Contractor claims for payment to an authorized WDB representative. WDB may elect to withhold payment for failure by Contractor to provide such documentation required by WDB.
4. The Contractor may be asked to perform special tasks or projects separate from the Scope of Work or that require additional hours beyond the estimated 380 hours of work. Prior written approval by the WDB Executive Director/President, or designee, will be required if any services are performed by the Contractor that are not specified in Exhibit A – Scope of Work or that lead to additional hours beyond those budgeted.
5. The maximum payment under the terms of this contract shall under no circumstances, exceed **\$120,000.00** for the related expenses unless this contract is modified in accordance with Section XXVI in Exhibit C, "Changes and Amendments".

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
FIRST AMENDMENT

1. Contract Extension

This contract may be extended in time, for up to one year subject to satisfactory of performance, availability of funds, and Board action.

2. Special Responsibilities of Contractor

- Submit verification of non-profit status, if a requirement for the award of this Contract;
- Provide an audit report, including a management letter to the WDB annually;
- Conduct an audit, at Contractor's expense, according to the requirements of OMB Circular A-133, which identifies all funds granted, received, disbursed and expended and provide the audit to WDB within 30 days of Completion;
- Provide an unaudited statement of revenue and expenditures to WDB within 30 days of completion of the project if funds awarded to Contractor are \$100,000 or less.



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT: Approval for a 3 rd Year Contract Renewal with Foundation for Community Colleges to serve as the Employer of Record for Work Experience Clients Not to Exceed an Additional Contract Amount of \$190,697	MEETING DATE May 20, 2022	AGENDA ITEM IX.D
FROM: Heather Henry President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A

RECOMMENDATION

It is recommended that the Board approve a second renewal for the Foundation for Community Colleges to serve as the Employer of Record for Work Experience clients. The total of the third year of the contract will not exceed an additional contract period amount of \$190,697. The cumulative total for the original contract beginning March 15, 2020, first amendment and this renewal will not exceed \$892,938. The renewal period will be July 1, 2022 through June 30, 2023.

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

This is the second and final contract renewal for this vendor. By early 2023, staff will release a new Request for Quote (RFQ) for Employer of Record services for Work Experience clients.

DISCUSSION

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

The WDB engaged the Foundation for California Community Colleges (FCCC) to incur the employer of record responsibility for participants on behalf of the WDB through their Career Catalyst program. This program is utilized by a number of other workforce and educational providers as an employer of record service. Since its creation in 1998, Career Catalyst has helped facilitate more than 15,000 paid work experiences. As part of this contract, FCCC will manage the employee onboarding, tracking, and payroll process for WDB and assume all liability and monitoring of employment law considerations for each WEX client.

The contract is a sole source procurement, piggybacking off of the California Workforce Association (CWA).

Currently, the WDB's work experience opportunities where the WDB utilizes an employer of record service include Transitional Jobs for individuals who have barriers to employment utilizing Workforce Innovation and Opportunity Act (WIOA) Adult and Dislocated Worker funds, youth WEX for out-of-school youth using WIOA Youth funds as needed, and WEX for CalWORKS participants using Health and Human Service Success Track funds.

Services

FCCC has successfully met all contract deliverables. The WDB uses FCCC services on an as-needed basis for work experience opportunities; FCCC services in FY2021-22 were mainly used for the Facebook project in the summer of 2021. FCCC provided oversight of HR requirements and was able to scale employer of record services to meet the volume of concurrent work experience participants. Contract performance in FY2021-22 supports recommendation of contract renewal.

ALTERNATIVES

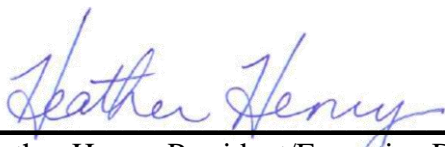
While not recommended, the Board could choose not to approve the amendment and instead provide staff with direction to issue another procurement. This is not recommended, however, as the current vendor of Employer of Record Services for Work Experience clients for the first two years of the contract. This will ultimately increase the WDB's financial liability and staff work capacity. Given the current service delivery provided, it is not recommended to seek another vendor for this last contract renewal.

AGENCY BUDGET IMPACT

The WDB's FY2022-23 budget includes the necessary funding to cover the cost of this contract renewal.

REPORT PREPARED BY:

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



Heather Henry, President/Executive Director

Second Amendment



For WDB Use Only
Contract No.
PY-20-001
Second
Amendment

1. This Contract is entered into between the Workforce Development Board (WDB) of Solano County and the Foundation for California Community Colleges (Foundation) for the performance of services as the Employer of Record to assume all responsibility of traditional employment tasks and liabilities for Work Experience clients.
2. The term of this Contract is: March 15, 2020 through June 30, 2023
3. The Maximum amount of this Amended Contract is: **\$892,938.75** (\$320,847 for the original contract and \$381,394.50 for the First Amendment and \$190,697.25 for this Second Contract Amendment)

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

APPROVED FOR THE WORKFORCE DEVELOPMENT BOARD

BY: _____
(Signature, WDB Duly Authorized Representative)

NAME: Heather Henry
(Printed Name of Signatory)

TITLE: President/Executive Director

DATE: _____

ADDRESS:

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

APPROVED BY THE CONTRACTOR

BY: _____
(Signature, Contractor's Duly Authorized Representative)
NAME: Jorge J.C. Sales
(Printed Name of Signatory)

TITLE: Vice President of Program Development
DATE: _____

BY: _____
(Signature, Contractor's Duly Authorized Representative)
NAME: Joseph Quintana
(Printed Name of Signatory)

TITLE: Chief Operations Officer
DATE: _____

ADDRESS:

1102 Q Street, Suite 4800
Sacramento, CA 95811
(916) 325-0844

Approved as to Form: _____
Solano County Counsel

EXHIBIT A
SCOPE OF WORK
Second Amendment

A. CONTRACTOR RESPONSIBILITIES

1. AVAILABILITY TO PERFORM SERVICES

Contractor will:

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

2. SERVICE ACTIVITIES

Contractor will:

i. Program Support

- a. Serve as the WDB's Employer-of-Record through the Foundation for California Community College's ("Foundation") Career Catalyst program to provide professional services including performing necessary human resources and payroll functions and assuming employment tasks and liability for up to **60** of the WDB's Work Experience (WEX) clients.
- b. Assume responsibility as the Employer-of-Record for all WEX clients onboarded via the Career Catalyst service.
- c. Hold all parties, including the WDB and all WEX hosts, accountable to federal, state and local labor laws.
- d. Provide comprehensive training, guidance, and service support to the WDB and WEX clients throughout the duration of the contract.

ii. On-Boarding

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

iii. **Payroll**

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

iv. **Employee Relations**

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

v. **Human Resources Management**

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

vi. **Workers' Compensation**

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

- d. Act as the liaison between the WEX client and insurance carrier for workers' compensation insurance/payments.

B. WDB RESPONSIBILITIES

1. SERVICE ACTIVITIES

WDB will:

i. Roles and Responsibilities

- a. WDB shall have the responsibility for the day-to-day control and supervision of WEX clients and must provide WEX clients with supervision, training, and work assignments in accordance with the work site request and job description.
- b. WDB shall allow for monitoring visits by representatives of the Foundation and shall ensure that work sites will allow for monitoring visits by representatives of the Foundation should the Foundation elect to perform an inspection.
- c. WDB will notify the Foundation if any position is subject to any state, federal or local minimum or prevailing wage requirements, or subject to the terms of a collective bargaining agreement.
- d. If WEX clients will be working at work sites not under the direction and control of the WDB, the WDB shall have a signed "Work Site Agreement" with the work site. WDB shall use a Work Site Agreement Template mutually agreed upon by WDB and Foundation. Foundation in its sole discretion may deny placement of WEX clients at any work site, if Foundation deems the work site to be unsafe or non-compliant with State, Local, or Federal law.
- e. Without the prior written agreement of Foundation, WDB will not entrust WEX clients with the care of unattended premises, or unsupervised custody or control of cash, credit cards, valuables, or other similar property.
- f. WDB shall ensure WEX clients receive meal and rest breaks in compliance with both California Law and the Foundation's Policy and Procedures manual. The WDB will ensure this happens by educating the "Work Site" to ensure WEX clients are relieved of all duties during breaks. Furthermore, the worksite will relinquish all control over the WEX client's activities during meal and rest breaks, permit the client reasonable opportunity to take

uninterrupted meal and rest breaks and will not impede or discourage WEX clients from doing so.

- WDB shall notify Foundation at least 4 days in advance prior to terminating (whether a WEX client is fired or completes his or her internship) a WEX client, and shall notify Foundation immediately in the event a WEX client quits his or her internship. If WDB fails to notify Foundation in accordance with this term, WDB shall be responsible for compensating Foundation for payments made to WEX client for the costs of waiting time penalties, per Labor Code section 203.
- g. WDB agrees to accurately track and provide to Foundation a time record for all hours worked by each WEX client on a bi-weekly basis. The time record shall include all of the WEX client's start and end times, as well as meal period and rest breaks. WDB will be responsible for ensuring WEX client's enter and approve accurate timesheets. Billed rates will be increased to reflect overtime hours worked, waiting time penalties, and meal period premiums according to state or local law.
- h. WDB will ensure that WEX clients who are under the age of 18 do not exceed 8 hours per day or 40 hours per week. If WEX clients under the age of 18 exceed 8 hours per day or 40 hours per week, WDB will be responsible for payment of overtime to the WEX client.. The WDB will be responsible for educating the "Work Site" on this requirement to ensure the work sites are in compliance with California's Child Labor Laws.
- i. WDB will ensure that no WEX client exceeds 960 hours. **This number cannot exceed 1000 hours per PARTICIPANT per fiscal (July- June) year,** unless classified as a Student Assistant with WDB and Foundation approval.

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

- a. WDB must provide all legally required documents prior to WEX client start date including, but not limited to: WEX client Form I-9s and work permits for WEX clients under the age of 18.
- b. WDB shall certify that work site provides a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).
- c. WDB and work site shall comply with all applicable federal, state and local laws and regulations relating to a safe and accessible work environment,

including but not limited to, federal and state Occupational Safety and Health Administration (“OSHA”) laws and regulations, including the recording of workplace injuries on WDB’s OSHA 300 logs.

- d. WDB and work site shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and all other federal, state, and local laws and regulations governing the hiring or employment of WEX client.

iii. **Worker’s Compensation and Employment Claims**

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

B. RESPONSE TIME - On Call and Emergency Service

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

C. ADMINISTRATION

1. Maintenance of Effort

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

2. Successors

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

3. **Time is of the Essence of this Contract**

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

Exhibit B
PROJECT BUDGET SUMMARY
Second Amendment

SERVICE COMPONENT	DELIVERY PERIOD	FEE
Wages for 60 participants at \$13/hour for 300 hours per participant	March 15, 2020 – June 30, 2021	\$234,000
12% Taxes and Retirement: Federal/State Unemployment, CalPERS, MediCare, ETT	March 15, 2020 – June 30, 2021	\$28,080
5% Workers' Compensation (Estimate, invoiced on actual rates applied, based on each employee's job description)	March 15, 2020 – June 30, 2021	\$11,700
Onboarding Fees (\$100/participant, invoiced at time of hire, regardless of whether employee starts or completes work experience)	March 15, 2020 – June 30, 2021	\$6,000
15% Program Management Fee (invoiced on actual wages and taxes paid)	March 15, 2020 – June 30, 2021	\$41,067
Wages for 60 participants at \$15.50/hour for 300 hours per participant	July 1, 2021 – June 30, 2022	\$279,000
12% Taxes and Retirement: Federal/State Unemployment, CalPERS, MediCare, ETT	July 1, 2021 – June 30, 2022	\$33,480
5% Workers' Compensation (Estimate, invoiced on actual rates applied, based on each employee's job description)	July 1, 2021 – June 30, 2022	\$13,950
Onboarding Fees (\$100/participant, invoiced at time of hire, regardless of whether employee starts or completes work experience)	July 1, 2021 – June 30, 2022	\$6,000
15% Program Management Fee (invoiced on actual wages and taxes paid)	July 1, 2021 – June 30, 2022	\$48,964.50
Wages for 30 participants at \$15.50/hour for 300 hours per participant	July 1, 2022 – June 30, 2023	\$139,500
12% Taxes and Retirement: Federal/State Unemployment, CalPERS, MediCare, ETT	July 1, 2022 – June 30, 2023	\$16,740
5% Workers' Compensation (Estimate, invoiced on actual rates applied, based on each employee's job description)	July 1, 2022 – June 30, 2023	\$6,975

Onboarding Fees (\$100/participant, invoiced at time of hire, regardless of whether employee starts or completes work experience)	July 1, 2022 – June 30, 2023	\$3,000
15% Program Management Fee (invoiced on actual wages and taxes paid)	July 1, 2022 – June 30, 2023	\$24,482.25
TOTAL		\$892,938.75

1. The above amounts are contingent upon acceptance of an appropriately working and usable system and shall be in compensation for all time and expenses incurred by Contractor. Contractor will not be reimbursed for any out-of-pocket costs.
2. WDB is responsible for compensating the Foundation for any services performed or employee benefit cost incurred by an EMPLOYEE that are not listed in above budget table, but are required under local, State and Federal law. Billed rates will be increased to reflect additional costs incurred due to overtime hours worked, payment of waiting time penalties, meal period premiums, and other statutory penalties imposed pursuant to applicable local, state, and federal laws.
3. Contractor shall submit monthly invoices detailing work performed for each deliverable detailed in the Scope of Work (Exhibit A) and amount payable to the WDB's Executive Director/President or his/her designee. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President or his/her 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.
4. Contractor shall provide any additional documentation as required by WDB at any time in order to substantiate its claims for payment. WDB may elect to withhold payment for failure by Contractor to provide such documentation required by WDB.
5. The maximum payment under the terms of this contract shall under no circumstances, exceed **\$892,938.75** for the related expenses unless this contract is modified in accordance with XXVI in Exhibit C, "Changes and Amendments".



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT: Approval for a 2 nd Year Contract Renewal with California Human Development for One Stop Operator Services Not to Exceed an Additional Contract Amount of \$23,500	MEETING DATE May 20, 2022	AGENDA ITEM IX.E
FROM: Heather Henry President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A

RECOMMENDATION

It is recommended that the Board approve a first renewal of California Human Development for One Stop Operator services. The total of the second year of the contract will not exceed an additional contract period amount of \$23,500. The cumulative total for the original contract, which began July 1, 2021, and this renewal will not exceed \$61,000. The renewal period will be July 1, 2022, through June 30, 2023.

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

This contract may be extended in time, for up to one (1) year at an anticipated \$23,500 annually subject to satisfactory performance by the contractor, availability of funds and Board action.

DISCUSSION

RFP Process

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

After consultation with the Employment Development Department Regional Advisor, Teri Brimacombe it was determined that California Human Development met the threshold review of the proposal and the minimum qualifications for consideration.

Based on the proposal submitted, evaluations, and score California Human Development prove to meet the WDB's specifications and needs and was selected as the 2021-22 WIOA One Stop Operator Services vendor.

Services

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

ALTERNATIVES

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

AGENCY BUDGET IMPACT

The WDB's FY2022-23 budget includes the necessary funding to cover the cost of this contract renewal.

REPORT PREPARED BY:

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



Heather Henry, President/Executive Director

**First
Amendment**



For WDB Use Only
Contract No.
PY-21-001
FIRST
AMENDMENT

1. This Contract is entered into between the Workforce Development Board of Solano County and California Human Development for the performance of WIOA One-Stop Operator services at the WDB's America's Job Center of California in Fairfield and Vallejo.
2. The term of this Contract is: July 1, 2021 through June 30, 2023
3. The Maximum amount of this contract is: **\$61,000.00** (\$37,500 from the original contract and \$23,500 for this first contract amendment)

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

**APPROVED FOR THE WORKFORCE
DEVELOPMENT BOARD**

BY: _____
(Signature, WDB Duly Authorized Representative)
NAME: Heather Henry

TITLE: President/Executive Director
DATE: _____

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

APPROVED BY THE CONTRACTOR

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

TITLE: Chief Executive Officer
DATE: _____

ADDRESS:
3315 Airway Drive
Santa Rosa, CA 94503
(707) 523-1155 ext. 4739

Approved as to Form: _____
Solano County Counsel

EXHIBIT A
SCOPE OF WORK
1st Amendment

I. SERVICE DELIVERY

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

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

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

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

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

B. SERVICE ACTIVITIES

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

1. **Meetings** – Activities are as follows:
 - a. Convene and facilitate bi-monthly AJCC One-Stop Operator meetings and associated Mandated Partner meetings, to include scheduling of meetings, development of agendas, facilitating the meeting, and disseminating notes and/or information after meetings. Six total meetings to occur in the 12 month contract term.
 - b. Meet quarterly with WDB staff for planning of AJCC system activities and reviewing progress towards benchmarks.
2. **Community Presence** – Activities are as follows:
 - a. Assist the AJCC with expanding visibility in the community by establishing a regular presence in Dixon and Rio Vista and promoting the mission and goals of the AJCC.
 - b. Assist the AJCC system by representing partners at community events, partner forums and other convenings related to the workforce development system in Solano County, as mutually agreed upon between OSO and WDB.

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

II. WDB RESPONSIBILITIES

The WDB staff will be responsible for the following:

1. Informing the contractor of Federal, State, and local policies and procedures that may impact the operations of the AJCC system, and give assistance as needed to implement them accordingly;
2. Ensuring compliance with all rules, regulations, and policies issued under WIOA;

3. Meet quarterly with OSO staff for planning of AJCC system activities and reviewing progress towards benchmarks.
4. Processing payments for services;
5. Monitoring the management and operations of the OSO; and
6. Including sub-recipient staff in appropriate ongoing professional development and training.

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

Exhibit B
PROJECT BUDGET SUMMARY
1st Amendment

DOCUMENTATION OF DELIVERY	DELIVERY PERIOD	FEE
Meetings/Community Presence	July 1, 2021 – June 30, 2022	\$9,000. (\$75.00 per hour X 120 maximum hours)
WIOA Compliance and Job Center Certification	July 1, 2021 – June 30, 2022	\$15,000. (\$75.00 per hour X 200 maximum hours)
One-Stop System Partner Memoranda of Understanding Support	July 1, 2021 – June 30, 2022	\$13,500. (\$75.00 per hour X 180 maximum hours)
One Stop Operator Activities – Meetings/Community Presence	July 1, 2022 – June 30, 2023	\$23,500.
Travel	July 1, 2022 – June 30, 2023	\$1,000.
TOTAL		\$61,000.

1. The Contractor shall submit monthly invoices summarizing work performed as allowable in the Scope of Work (Exhibit A).
2. The Contractor shall provide any additional documentation as required by WDB at any time in order to substantiate Contractor claims.
3. The Contractor may be asked to perform special tasks or projects separate from the Scope of Work or that require additional hours beyond the estimated 300 hours of work. Prior written approval by the WDB Executive Director/President, or designee, will be required if any services are performed by the Contractor that are not specified in Exhibit A – Scope of Work or that lead to additional hours beyond those budgeted.
4. Contractor will be compensated at a rate of \$1,875.00 per month.

5. The Contractor will be reimbursed for driving expenses in amount of the Federal Business Mileage Rate as set by the United States Internal Revenue Service [Standard Mileage Rate](#).
6. The maximum payment under the terms of this contract shall under no circumstances, exceed **\$61,000** for the related expenses unless this contract is modified in accordance with Section XXVI in Exhibit C, "Changes and Amendments".



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT: Approval to Reappoint Board Members with Expiring Terms for a New 4-Year Term	MEETING DATE May 20, 2022	AGENDA ITEM IX.F
FROM: Heather Henry, President/Executive Director	ACTION REQUIRED YES✓ NO	ATTACHMENTS NONE

SUMMARY

It is recommended that the Board of Directors review the list of Board members seeking reappointment and continue their membership for a new 4-year term as outlined in the chart below. The approval for reappointment will be submitted to the Board of Supervisors for ratification.

DISCUSSION

WDB Members with expiring terms were contacted by staff to inquire if the member would like to continue their participation and be reappointed to the Board. Six members expressed their interest to continue their membership for an additional four-year term beginning July 2022. Scott Reynolds has notified staff he will be retiring from the Board of Directors at the end of his term. There will be a need to identify one new candidate to replace one resigning member.

Board Members Seeking Reappointment

<u>Name</u>	<u>Category</u>	<u>Current Term</u>	<u>New Term</u>
Fadi Halabi	Business	7/01/18 - 6/30/22	7/01/22 - 6/30/26
Celia Esposito-Noy	Education	7/01/18 - 6/30/22	7/01/22 - 6/30/26
Tim Healer	Business	7/01/18 - 6/30/22	7/01/22 - 6/30/26
Jerry Huber	Community Development	7/01/18 - 6/30/22	7/01/22 - 6/30/26
Jon Riley	Labor	7/01/18 - 6/30/22	7/01/22 - 6/30/26
David Tam	Wagner-Peyser	7/20/18 - 7/19/22	7/20/22 - 7/19/26

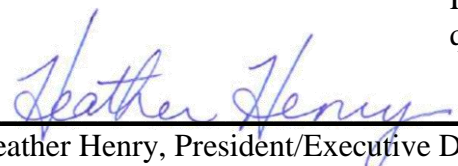
Board Members Resigning

Scott Reynolds	Business	7/01/18 - 6/30/22	n/a
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ALTERNATIVES: Board members could choose to deny one or more reappointments however, this would create the need to identify additional candidate to replace members who are not approved to continue membership.

AGENCY BUDGET IMPACT: None

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


Heather Henry, President/Executive Director



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT: Consider Adoption of Resolution 2022-03 to Continue Remote Meetings Pursuant to AB361	MEETING DATE May 20, 2022	AGENDA ITEM IX.G
FROM: Heather Henry President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A

RECOMMENDATION

It is recommended that the Board of Directors consider adopting a Resolution 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. Meeting in person can potentially present imminent risks to the health and safety of attendees. Having met the conditions described above, staff has prepared a resolution for the Board of Director’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 first meets via teleconference, the Board will be required to adopt the requisite findings to continue to meet remotely if the Board desired to do so and conditions warranted making the required findings.

ALTERNATIVES

While Resolution 2022-02 having been adopted by the Executive Committee on May 10, 2022, to continue virtual meetings for a period of 30 days, the Board of Directors could choose not to adopt this resolution. This would require all committee meetings to take place prior to June 10, 2022, with the potential of the Executive Committee needed to call a special meeting for consideration of adopting a new resolution should the continued need to meet virtually remains.

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. 2022-3

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 20th day of May 2022.

Fadi Halabi, WDB Board of Directors/Executive Committee Chair

Heather Henry, WDB President/Executive Director

ACTION ITEMS





WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY
AGENDA SUBMITTAL

SUBJECT: Approval of New Workforce Board Appointment; Mr. Thomas Stuebner of California Human Development	MEETING DATE May 20, 2022	AGENDA ITEM X.A
FROM: Heather Henry, President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A

RECOMMENDATION

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

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

DISCUSSION

Mr. Thomas Stuebner – California Human Development

Mr. Thomas Stuebner will be taking over the membership seat of Mr. Paul Castro, who resigned February 4, 2022, due to retirement. Staff would like to take this opportunity to thank Mr. Castro for his dedication and service to the Workforce Development Board.

With over 40 years of experience and a Master of Science in Public Health (Policy and Administration) and Bachelor of Business Administration (Finance), California Human Development Corporation is led by Thomas Stuebner. Mr. Stuebner began his career in health and human services as a Peace Corps volunteer working with underserved communities in Nepal. He went on to lead international health and community development programs and consulted for non-profits and governments nationally and internationally. In addition to his expertise in health and human services, Mr. Stuebner brings a systems approach to organizational and program development via strategic planning, financing, training, public/private partnerships, and evaluation. He has worked in over 20 countries and 20 states and calls the Bay Area home.

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

Mr. Stuebner's term of office will be from June 14, 2022 through June 13, 2026.

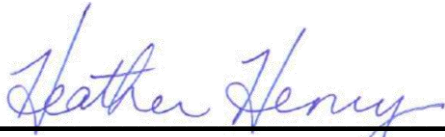
Attached for review is a copy of Mr. Stuebner's Membership Application, Supplemental Application and Recommendation Letter.

ALTERNATIVES: Board members could choose to not approve the appointment brought before them, and a new search for a representative could ensue. However, Mr. Stuebner's appointment is

considered to be an excellent candidate to serve in the Community Workforce representative category on the WDB.

AGENCY BUDGET IMPACT: None

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



Heather Henry, President/Executive Director



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

SUPPLEMENTAL APPLICATION

Name: Thomas Stuebner

Date: 04/24/2022

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

1. ☐ Business (Private Sector/Non-Governmental)
2. ☒ Community Based Organization
3. ☐ Economic/Business Development Agency
4. ☐ Education (Please check the appropriate box)

☐ Adult School
 ☐ Community College
5. ☐ Governmental Entity
6. ☐ Labor Organization
7. ☐ State Certified Apprenticeship Program
8. ☐ Wagner Peyser Program
9. ☐ Title I Rehabilitation Act Program
10. ☐ Youth Employment/Education Provider

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

- A. Name of Business: _____
- B. Are you the Chief Executive or Owner? ☐ Yes ☐ No
- C. Are you the Chief Operating Office? ☐ Yes ☐ No
- D. Do you have substantial policy making or hiring authority? ☐ Yes ☐ No
- E. Number of employees at the Solano Business? _____
- F. Is the business minority-owned or operated? ☐ Yes ☐ No
- G. Please check the box indicating which *Chamber of Commerce* is nominating you. (**Attach the nomination letter**)
- | | | |
|-------------------------------------------|------------------------------------|------------------------------------|
| <input type="checkbox"/> Benicia | <input type="checkbox"/> Dixon | <input type="checkbox"/> Vallejo |
| <input type="checkbox"/> Fairfield/Suisun | <input type="checkbox"/> Rio Vista | <input type="checkbox"/> Vacaville |

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

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

Organization Name: La Cooperativa

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

Thomas Stuebner
Applicant Signature

04/24/2022
Date



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

APPLICATION FOR APPOINTMENT TO THE BOARD OF DIRECTORS

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

Name: Thomas Stuebner

Company/Agency: California Human Development

Title: CEO

Business Address: 3315 Airway Drive
Santa Rosa, CA 95403

Business Phone #: 707-523-1155 Ext 4739

Business Fax #: _____

Home or Cell Phone #: 415-728-2370

Email Address: Thomas.Stuebner@CAHumanDevelopment.org

County Supervisory District: Third (188 E. Alaska Ave., Fairfield, CA 94533)

**Length of Residence/
Business in Solano County :** **Years:** 10 **Months:** _____

Previous Commission or Committee Membership

Commission/Committee	Office Held (if applicable)	Length of Participation
La Cooperativa	Member, Board of Directors	17 months
Association of Farmworker Opportunities Program	Member, Board of Directors	17 months
Western Alliance of Farmworker Advocates	Member, Board of Directors	17 months

Educational Background

Institution	Major	Degree Yes No		Year
U. of North Carolina	Health Policy & Administration	Yes		1982
U. of Kentucky	Business Administration	Yes		1979

Work/Volunteer Experience

Organization	City/State	Position	Year
California Human Development	Santa Rosa, CA	CEO	2020-2022
Thomas Stuebner (independent contractor)	USA + 20 countries	Program Management Consultant	1985-2022
University of California, San Francisco	San Francisco, CA	Center Director	2005-2011
Community Health Partners	Lorain, OH	Center Director	1995-2005

Certification

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

Thomas Stuebner

Applicant Signature

04/24/2022

Date



April 21, 2022

Heather Henry, President/Executive Director
Workforce Development Board of Solano County
500 Chadbourne, Suite 100
Fairfield, CA 94534

Re: Letter of Support for Thomas Stuebner

Dear Ms. Henry:

La Cooperativa Campesina de California is delighted to nominate Mr. Thomas Stuebner, CEO of California Human Development (CHD), to the Workforce Development Board for Solano County.

Mr. Stuebner is a Board Member of La Cooperativa Campesina de California, the Western Alliance of Farmworker Advocates (WAFA), and the Association of Farmworker Opportunity Programs (AFOP, a national association). He is also a Board Member of the Workforce Investment Board of Sonoma County.

Via their Workforce Development/Farmworker Services Division, CHD provides workforce development services in the 31 counties of Northern California, which includes Solano County. As a One Stop Operator in several counties and a partner agency in the America's Jobs Center of California (AJCC) program, CHD brings a wealth of experience and knowledge to local workforce development efforts.

CHD is a grant recipient of Workforce Innovation and Opportunity Act (WIOA) Section 167, National Farmworker Jobs Program funding administered by the Employment and Training Administration of the Department of Labor. CHD also receives funding from the Employment Development Department (EDD) of the State of California.

As the leader of CHD, a community-based agency with over 55 years of workforce development history, I believe that Mr. Stuebner would be an asset to the Workforce Development Board of Solano County.

Sincerely,

Marco Lizarraga
Executive Director

1107 9th Street, Suite 420, Sacramento, CA 95814 - (916) 388-2220 - Fax (916) 388-2425





WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT: Board Nominations for Elections for 2022-24 Slate of Officers and Executive Committee's 2022-24 Member-at-Large	MEETING DATE May 20, 2022	AGENDA ITEM X.B
FROM: Heather Henry, President/Executive Director	ACTION REQUIRED YES✓ NO	ATTACHMENTS NONE

RECOMMENDATION

It is the recommendation of the Ad-Hoc Nominations Committee that the Board considers and elects the following candidates to serve as the Workforce Development Board (WDB) of Solano County's Slate of Officers for a two-year term of office beginning on July 1, 2022 through June 30, 2024. All officer seats have only one nomination.

Nominated Slate of Officers

Office	Nominee	Representative Category
Chair	Fadi Halabi	Business
Vice Chair	Chris Churchill	Business
Treasurer	Mario Giuliani	Economic Development
Secretary	Melvinia King	Community Workforce
Member-at-Large	Mary Dugbartey	Business

WIOA legislation requires that the Chair seat be filled by a business representative. Although not required by WIOA legislation, the WDB's current Bylaws also require that the Vice Chair seat be filled by a business representative.

DISCUSSION

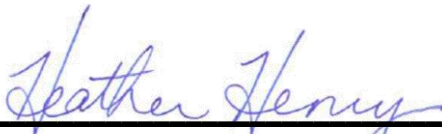
At the March 18, 2022, Board Meeting, the WDB Chair, Mr. Fadi Halabi, appointed the 2022 Ad-Hoc Nominations Committee that consisted of Celia Esposito-Noy, Jon Riley, Chris Churchill, and Mario Giuliani. Staff sent an email to all members of the Board on April 1, 2022 asking if anyone were interested in serving as an officer and would like to be considered OR would like to nominate another Board member. Staff requested notification by April 22, 2022; two nominations were received. Current officers were polled to see if they would be interested in serving an additional two-year term. During those conversations, Chair, Fadi Halabi, Treasurer, Mario Giuliani, and Member-at-Large, Mary Dugbartey expressed their interest in serving another two-year term of office. Vice Chair, Scott Reynolds, announced his retirement to staff to be effective July 1, 2022 while the Secretary seat had been vacant due to Paul Castro's retirement February 4, 2022.

Currently, the Chair has limitations and may serve only two consecutive terms. Per the Bylaws, the current Chair, Fadi Halabi, can serve an additional term should the Board approve the additional term by majority vote. Mr. Halabi has expressed his interest in serving an additional term as part of a succession plan.

On Monday, May 2, 2020, the Ad-Hoc Committee met via Zoom to discuss the upcoming elections and review nominations. As a result, the slate of officers before you today are the nominees of the Ad-Hoc Nominations Committee.

ALTERNATIVES: Board members could choose to not accept one or more nominated officers; however, this would create the need to identify a new nominee and vote accordingly.

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



Heather Henry, President/Executive Director



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT: Approval to Renew the Solano County AJCC Memorandum of Understanding for 2022-25	MEETING DATE May 20, 2022	AGENDA ITEM X.C
FROM: Heather Henry President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS A, B

RECOMMENDATION

It is recommended that the Board of Directors approve the Memorandum of Understanding (MOU) described here, and grant authority to the Workforce Development Board (WDB) Chairperson to sign the Master MOU on behalf of the WDB (as a required signatory party) and submit the signed MOU to the County Board of Supervisors for approval and signature (as a required signatory party).

SUMMARY

The Workforce Innovation and Opportunity Act (WIOA) requires that a MOU be developed and executed among the mandated America's Job Centers of California (AJCC) partners concerning the operations and infrastructure funding of the Solano AJCC delivery system.

Solano County uses a two-part MOU process to obtain this objective –

1. A Master MOU between the WDB and the County of Solano that establishes how the WDB and AJCC partners will work together to create a unified service delivery system that best meets the needs of shared customers, and
2. A Partner Agency MOU that outlines more specific parameters between the WDB and each one-stop partner.

This MOU replaces the current one that ends June 30, 2022.

DISCUSSION

Background

WIOA strengthens the ability of the nation's public workforce system to align investments in workforce development, education and training, and economic development efforts with regional in-demand jobs. WIOA focuses on the importance of providing customers with access to high-quality One-Stop centers (known as the AJCCs) that connect customers with the full range of services available in their communities.

Master MOU

The purpose of the Master MOU (**Attachment A**) is to provide a county-wide agreement that establishes a cooperative working relationship between Solano's workforce development entities that receive federal workforce funding. By establishing an agreement between workforce entities to work effectively together, the County will ensure access to a high-quality AJCC in Solano that provides comprehensive and multi-faceted workforce services in the community for all customers.

Services include:

1. Support in securing, retaining, and advancing meaningful employment
2. Building of basic educational or occupational skills
3. Pathways to certificates or degrees, including secondary and postsecondary
4. Guidance on choosing and pursuing career pathways
5. Support in identifying, hiring, and advancing skilled workforce

This Master MOU is required to be approved by the WDB and the County prior to the establishment of guidelines regarding financial contributions between the WDB and the partners of the AJCC. Therefore, it is understood that any financial or fiduciary arrangements with the AJCC system are to be outlined in a separate agreement(s) between the partnering agencies.

Partner Agency MOUs

The Partner Agency MOU (**Attachment B**) incorporated by reference in the Master MOU defines individual AJCC partner contributions and commitments to Solano's workforce system. Incorporated in each Partner Agency MOU is agreement on the implementation of services within the AJCC system as it relates to shared services, shared customers, referral systems, and shared resources and costs.

Partner Agency MOU Attachments:

- *Attachment A – System Costs Funding* - addresses how to sustain the unified system through the use of resource sharing and joint infrastructure cost funding.
- *Attachment B – AJCC Shared Infrastructure Cost Budget* - contains the estimated infrastructure cost and the shared cost attributable to each participating partner, as applicable.
- *Attachment C – AJCC Shared System Services* - lists the services provided to persons seeking assistance and to businesses.
- *Attachment D – AJCC System Points of Contact* - lists access to services via physical sites, electronic and other connections.

Local Calendar

The WDB staff is working with the following calendar to finalize the MOU.

WDB approval and signatures of the Master MOU and approval of the Partner Agency MOU template	May 20, 2022
Solano County Counsel review of Master/Partner MOU	June 2022
County Board of Supervisors approval and signature of Master MOU	June 28, 2022
Submission of signed Master and attached MOU documents	June 30, 2022
Routing of Partner MOUs for WDB-Partner Agency signatures	June/July 2022
Submission of completed Partner MOUs to State of California EDD	July 2022

ALTERNATIVES

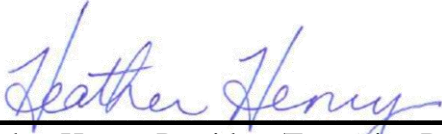
The Board could choose not to approve this recommended approach and direct staff to develop other options and bring them forward, for subsequent approval by the Board. This is not recommended as the State of California EDD requires MOU submission by June 20, 2022.

AGENCY BUDGET IMPACT

There is no immediate or significant budget impact upon the agency based upon this action item.

REPORT PREPARED BY:

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



Heather Henry, President/Executive Director



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

**WIOA
MASTER
MEMORANDUM OF
UNDERSTANDING**

Between the
Workforce Development Board of Solano County
And the
County of Solano

For the Conduct of the
Solano County “America’s Job Center of California” System
Effective July 1, 2022 through June 30, 2025

I. Preamble/Purpose

A. Preamble

The federal Workforce Innovation and Opportunity Act (WIOA) of 2014 strengthens the ability of the nation’s public workforce system to align investments in workforce development, education and training, and economic development efforts with regional in-demand jobs. WIOA focuses on the importance of providing customers with access to high-quality One-Stop centers (known as “America’s Job Centers of California” or “AJCC”) that connect customers with the full range of services available in their communities.

Title I, subtitle B, chapter 1 section 121(c)(I) of the WIOA requires that a Memorandum of Understanding (“MOU”) be developed and executed between the Workforce Development Board (“WDB”) of Solano County and the County of Solano (“County”) (collectively, “the Parties”) concerning the operations of the Solano AJCC delivery system.

The AJCC is a locally-driven system which develops partnerships and provides programs and services to achieve three main policy objectives established by the California Workforce Development Strategic Plan, which includes the following:

- Foster demand-driven skills attainment;
- Enable upward mobility for all Californians; and
- Align, coordinate, and integrate programs and services.

This MOU acts as a functional tool to inform and obtain the County's agreement on how the WDB and AJCC partners will work together to create a unified service delivery system that best meets the needs of shared customers.

B. Non-Financial Agreement

This MOU is required to be approved by the WDB and the County prior to the establishment of guidelines regarding financial contributions between the WDB and the partners of the AJCC. Therefore, it is understood that any financial or fiduciary arrangements with the AJCC system are to be outlined in a separate agreement(s) between the partnering agencies.

C. Overall Purpose

The purpose of the MOU is to establish a county-wide agreement that establishes a cooperative working relationship between Solano's workforce development entities that receive federal workforce funding. By establishing an agreement between workforce entities to work effectively together, the County will ensure access to a high-quality AJCC in Solano that provides comprehensive and multi-faceted workforce services in the community for all customers. Services include:

1. Support in securing, retaining, and advancing meaningful employment
2. Building of basic educational or occupational skills
3. Pathways to certificates or degrees, including secondary and postsecondary
4. Guidance on choosing and pursuing career pathways
5. Support in identifying, hiring, and advancing skilled workforce

D. Purpose of Master MOU

In accordance with guidance provided by the State of California, as WIOA grant recipient and administrator, the overall working partnership between agencies is to be commemorated in both this MOU and the AJCC Partner Agency Memorandum of Understanding incorporated herein by reference.

This Master MOU obtains the County's agreement regarding service coordination and collaboration amongst the AJCC partners.

E. Partner Agency MOUs

The Partner Agency MOUs incorporated by reference to this Master MOU define individual AJCC partner contributions and commitments to Solano's workforce system. Incorporated in each Partner Agency MOU is agreement on the implementation of services within the AJCC system as it relates to shared services, shared customers, referral systems, and shared resources and costs.

II. Parties to the MOU

The County and the WDB are the Parties to this Master MOU. Parties to the Partner Agency MOU include the following mandated WIOA partners. Additional non-mandated partners may be added throughout the MOU period.

Mandated Partner	Partner Agency
WIOA Title I Adult, Dislocated Worker, and Youth Programs	Workforce Development Board (WDB) of Solano County, Inc.
WIOA Title II Adult Education and Literacy	<ul style="list-style-type: none"> - Benicia Unified School District, Title II Adult Education - Fairfield-Suisun Unified School District, Title II Adult Education - Vacaville Unified School District, Title II Adult Education - Vallejo City Unified School District – Regional Education Center, Title II Adult Education
WIOA Title III Wagner-Peyser Programs	State of California Employment Development Department (EDD) – Workforce Services Division
WIOA Title IV Vocational Rehabilitation Programs	State of California Department of Rehabilitation (DOR)
Carl Perkins Career Technical Education (CTE)	Solano County Carl Perkins CTE Consortium
Title V Older Americans Act	SER Jobs for Progress
Job Corps	Job Corps (Treasure Island, San Francisco)
Native American Programs (Section 166)	California Indian Manpower Consortium
Migrant Seasonal Farmworkers (Section 167)	California Human Development (CHD)
Veterans	State of California Employment Development Department – Veterans Services
Youth Build	<i>No Youth Build operator in Solano County</i>
Trade Adjustment Assistance Act	State of California Employment Development Department – TAA Services
Community Services Block Grant	CAPSolano JPA
Housing & Urban Development (HUD)	<i>No HUD-sponsored/funded workforce development program in Solano County</i>
Unemployment Compensation	State of California Employment Development Department – Unemployment Insurance Division
Second Chance	<i>No ‘Second Chance’ program operators in Solano County</i>
Temporary Assistance for Needy Families/CalWORKs	County of Solano Health and Social Services Agency

III. Role of the Workforce Development Board of Solano County

A. Policy-setting and Oversight Role

In accordance with the WIOA the WDB serves as the policy-making and oversight body for the administration and operation of the local Solano AJCC.

B. Establishment of Two Solano AJCC Sites

The WDB shall carry out site selection, and lease-holding obligations as needed, for a comprehensive Solano AJCC site in the City of Vallejo and an affiliated Solano AJCC site in the City of Fairfield.

IV. Role of the County

By executing this Master MOU, the County shall approve the WDB plan as described herein for the administration and operation of the AJCC, including the WDB's intention to enter into Partner Agency MOU with the listed mandated WIOA partners. Additional non-mandated partners may be added throughout the MOU period.

V. AJCC Services

The range of AJCC services shall include the following, as described in detail in Attachment A of the Partner Agency MOU.

A. Service provided in AJCC Centers (Fairfield and Vallejo)

1. Basic Career Services
2. Individualized Career Services
3. Follow-up Services
4. Training Services
5. Business Services

B. Services provided by each AJCC partner

In accordance with the associated Partner Agency MOU each AJCC partner agency shall contribute to the day-to-day conduct of Solano AJCC as follows:

1. In providing access to Partner Agency services as outlined in Attachment A of the Partner Agency MOU.
2. In providing on-site staff assistance for one or both of the Solano AJCC sites (in Fairfield and Vallejo).
3. In providing any added services as specified in the Partner Agency MOU.

VI. Funding of Services and Operating Costs – Shared Costs

The costs for services, operating costs, and infrastructure costs of the system will be funded by all AJCC partners through a separately negotiated Partner Agency MOU – AJCC Infrastructure Cost Budget to include a cost sharing agreement based on an agreed upon formula or plan, including proportionate use and/or other methodologies.

All parties to the Partner Agency MOU shall agree to develop this cost sharing agreement at a future, appropriate time.

Partnering agencies will ensure that the shared costs are supported by accurate data, the shared costs are consistently applied over time, and the methodology used in determining the shared costs are reflected in a separate Partner Agency MOU – AJCC Infrastructure Cost Budget that will be attached to the Partner Agency MOU.

Any financial or fiduciary arrangements within the AJCC system are, outlined in the Partner Agency MOU.

VII. Methods for Referring Customers

WDB shall require AJCC partner agencies to agree to mutually implement processes for the referral of customers: 1) to the Solano AJCC sites for on-site assistance; 2) from the sites out to partner agency sites for assistance; and/or 3) to any of the partner agency sites, as simple cross referrals - without involvement of the AJCC sites.

VIII. Administrative and Operational Management

WDB understands that implementation of the AJCC system is dependent on the good faith effort of every agency partner to work together to improve services to the community, although different ways of working together and providing services are envisioned.

To achieve this outcome, WDB shall develop and abide by a set of common administrative and operational systems and procedures, as agreed to by the partner agencies, for such a joint, collegial enterprise.

IX. Access to AJCC Services, Including Individuals with Barriers to Employment

WDB shall require that all partner agencies agree to promote and assist with open, all-inclusive access for jobseekers and employers to AJCC services, especially for jobseeker individuals with barriers to employment.

A. Access

The term “access” refers to providing services that are accessible to all Solano AJCC customers, including those with disabilities, through any of the following methods:

1. Co-location, with program staff from partner agencies physically present at the Solano AJCC site(s);
2. Cross information sharing, with staff physically present at the AJCC who are properly trained to provide information about all programs, services, and activities that may be available to the customer through other partners (as appropriate and “do-able”); and/or,
3. Direct access through real-time technology, with access through two-way communication and interaction between customers and AJCC partners that result in services being provided.

X. Confidentiality

WDB shall require the partnering agencies to agree to comply with the provisions of WIOA as well as the applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, and any other appropriate statute or requirement to assure confidentiality.

XI. Non-Discrimination and Equal Opportunity

All parties to the partner MOUs shall not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or AJCC applicant due to gender, race, color, ancestry, religion, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation or marital status. The AJCC partner will agree to comply with the provisions of the Fair Employment and Housing Act (Government Code 12990) and all related, applicable federal, state and local laws and regulations.

XII. Grievances and Complaints Procedure

All parties to the partner MOUs will agree to establish and maintain a procedure for grievance and complaints in compliance with WIOA rules and regulations. The process for handling grievances and complaints is applicable to customers and partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance.

All parties to the partner MOUs will further agree to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

XIII. American's with Disabilities Act and Amendments Compliance

WDB shall require all partner agencies to agree to ensure that the policies and procedures as well as the programs and services provided at AJCC are, in compliance with the Americans with Disabilities Act of 1990 and its implementing regulations (28 CFR parts 35 & 36).

Additionally, all parties to the partner agency MOUs will agree to fully comply with the provisions of WIOA, Title VII of the Civil Rights act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, 29 CFR Part 37 and all other regulations implementing the aforementioned laws.

XIV. Effective Dates and Term of MOU

The parties to this Master MOU agree that this MOU shall be binding upon execution by both parties.

The term of this MOU shall be July 1, 2022 through June 30, 2025 unless otherwise modified.

The Master MOU will be reviewed and updated, at a minimum, every three (3) years to ensure it contains up-to-date information regarding funding, delivery of services, and changes in the signatory official of the Local Board, CEO, or AJCC partner(s). The "AJCC System Costs Funding" and the "AJCC Infrastructure Shared Cost Budget" will be reviewed annually and updated as needed to ensure up to date accurate information.

Additionally, the Master Agreement will be reviewed and, if necessary, updated after Local and Regional WIOA Plans are developed or modified. This is to ensure the MOU is properly aligned with the local priorities and strategies identified in both Plans.

XV. Jurisdiction and Venue

The area served by this Master MOU shall be the County of Solano in California. Venue shall lie in Solano County and the laws of the State of California shall govern the interpretation of this MOU.

XVI. Complete Agreement

It is agreed that this MOU constitutes the entire agreement between the parties and no oral understanding not incorporated herein shall be binding on any of the parties hereto.

XVII. Severability

Should any part of the Agreement be invalidated or otherwise rendered null and void, the remainder of this Agreement shall remain in full force.

XVIII. Notices

All communications regarding this Master MOU shall be sent via personal delivery or first-class mail to the following addresses:

County of Solano
County Administrator
675 Texas Street, Suite 6500
Fairfield, CA 94533

WDB of Solano County
President/Executive Director
500 Chadbourne Rd
Fairfield, CA 94533

XIX. Hold Harmless/Indemnification/Liability

The Parties to this MOU agree to indemnify, defend and hold harmless each other from and against all court costs and attorney's fees arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

XX. Incorporated

AJCC Partner Agency Memorandum of Understanding, and its attachments;

- Attachment A – AJCC System Costs Funding
- Attachment B – AJCC Shared Infrastructure Cost Budget
- Attachment C – AJCC Shared System Services
- Attachment D – System Points of Access

XXI. Signatures

Workforce Development Board of
Solano County

Solano County Board of Supervisors

Fadi Halabi, Chair
Date:

John Vasquez, Chair
Date:



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

**WIOA
AJCC Partner Agency
MEMORANDUM OF
UNDERSTANDING**

Between the
Workforce Development Board of Solano County
And the
(Partner Agency)

For the Conduct of the
Solano County “America’s Job Center of California” System
Effective July 1, 2022 through June 30, 2025

I. Preamble/Purpose

A. Preamble

This AJCC Partner Agency Memorandum of Understanding (“Partner Agency MOU”), along with the incorporated Master MOU (“Master MOU”), which is incorporated herein by reference between the (Partner Agency) and the Workforce Development Board (WDB) of Solano County, acts as a functional tool for how the WDB and individual partnering agencies will work together to create a unified Solano America’s Job Centers of California (AJCC) delivery system that best meets the needs of shared jobseeker and business customers.

B. Nature of “Master MOU” and “Partner Agency MOU”

The incorporated Master MOU is non-financial in nature and binds no party or partner to financial obligation(s) to any other. Individual contracts and agreements between partnering agencies are not affected by and do not affect the Master MOU.

Any financial or non-fiduciary arrangements with the AJCC system are to be outlined within this AJCC partner agency cost sharing agreement (as specified below).

II. Vision Statement, Mission Statement, and Operating Principles

A. Vision

The vision of the Solano AJCC system is to operate a high-quality, integrated, and customer-focused workforce system consisting of multiple workforce partners that strengthens the economy and quality of life in Solano County.

B. Mission

The mission of the Solano AJCC is to align the county's workforce services and resources to effectively serve the needs of the county's businesses and job seekers by providing a holistic and customized service delivery that leads to meaningful employment and a skilled workforce.

C. Operating Principles

The core principles of the Solano AJCC include:

- Fostering and promoting inter-agency collaboration on a local and regional level;
- Ensuring accessibility to services and the labor market for all job seekers;
- Building basic and advanced educational or occupational skills;
- Supporting career pathways that correspond to local or regional in-demand industries and occupations; and
- Providing multiple access and referral points to ensure an easily navigable system of services.

III. Obligations of Partnering Agencies

In accordance with the WIOA of 2014, Title I Subtitle B, Chapter 1, Section 121(b) "One Stop Partners," each partnering agency must:

- Provide access through the AJCC to activities carried out by the agency;
- Use a portion of funds available for that agency to maintain the AJCC system; each partnering agency will abide by the provisions, as applicable, in the subpart to this section: Attachment B of this Partner Agency MOU, "AJCC Shared Infrastructure Cost Budget".
- Enter into an MOU relating to the operation of the AJCC; each partnering agency will adhere by the provisions, as applicable, in the subparts to this section: Attachment C of this Partner Agency MOU, "AJCC Shared System Services", and Attachment D of this Partner Agency MOU, "AJCC System Points of Access", and each partnering agency will participate in the resource sharing, as applicable, in the subparts to this section: Attachment A of this Partner Agency MOU, "System Costs Funding".
- Participate in the operation of the AJCC consistent with the MOU, and the requirements of the WIOA and other Federal laws; and

IV. Commitment of Support for the Solano AJCC

Each AJCC partner agency shall contribute to the operations of the Solano AJCC as follows:

A. Access to Agency Services

In providing access to Partner Agency services as outlined in Attachment C and D of this Partner Agency MOU;

B. Assistance at Solano AJCC Site(s)

In providing assistance for the five (5) AJCC services provided in AJCC Centers (Fairfield and Vallejo):

1. Basic Career Services
2. Individualized Career Services
3. Follow-up Services
4. Training Services
5. Business Services

Partnering agencies shall develop and implement the means to provide such on-site assistance.

C. Provision of Additional Services

In providing added services as specified in Attachment C of this Partner Agency MOU; Partnering agencies shall develop and implement the means to provide such additional assistance.

Partnering agencies shall perform advance program and fiscal planning so as to fully meet the obligations in Section III (“Obligations of Partnering Agencies”).

In accordance with federal law, partnering agencies will be required to make specific, firm commitments to the operation of the Solano AJCC via these agreements. Partnering agencies hereby agree to amend or replace this MOU as needed to accurately describe the obligations they will have to incur due to these federal law requirements.

V. Responsibility of AJCC Partners

A. Joint Planning and Plan Development

The AJCC partners shall participate in joint planning, plan development and modification of activities to accomplish the following:

1. Continuous partnership building;
2. Continuous planning in response to state and federal requirements;
3. Responsiveness to local and economic conditions, including employer needs; and
4. Adherence to common data collection and reporting needs; and
5. Promoting, through various outreach efforts including media outlets, the services of the AJCC system to job seekers and businesses.

B. Participation on the WDB’s AJCC Committees

Each Partner Agency is to have a senior staff member available to serve as needed as an active member of the Workforce Development Board Ad-Hoc committee “*Solano Employment Connection*”, which serves in an advisory role to the full Workforce Development Board on over-arching policy-level issues for the design and conduct of the AJCC administration and operation.

Each Partner Agency is to have an appropriate staff member available to participate as needed as a member on the “*Solano AJCC Operations Team*”, which serves to identify and cooperatively address day-to-day issues for the implementation of Solano AJCC activities.

C. Access to Program Services Through Solano AJCC System

The AJCC partner shall make the applicable service(s) appropriate to the partner agency's program available to customer through the one-stop delivery system.

D. Participation in Solano AJCC Operations

The AJCC partner agency shall participate in the operation of the one-stop system, consistent with the terms of this Partner Agency MOU and requirements of authorized laws.

1. All colocated partners will cooperate to provide adequate supervisory coverage in the center.
2. All colocated partners will cooperate to provide adequate staff to ensure that basic career services are available to AJCC customers in the center.

E. Participation in Solano AJCC Staff Capacity Building

The AJCC partner shall participate in capacity building and staff development activities in order to ensure that all partners and staff are adequately cross-trained, as appropriate.

VI. Methods for Referring Customers

The WDB and the AJCC partner agency shall carry out a referral system as follows:

A. General referral process

1. The individual will be assisted in completing a self-assessment of their needs. The scope of this assessment will vary with each individual's level of need and their familiarity with the system.
2. The individual will be informed of service options that correlate with their stated needs. As they select services options, they will be provided with "who, what, where, and when".
3. Partner staff will contact the suggested service(s) through the most appropriate means to directly and promptly refer the individual. Where possible, the individual will communicate immediately with the service provider staff.
4. A feedback triangle will be in place to adequately connect the referring staff with the receiving staff and with the individual seeking services.

B. Commitment to ensuring a high quality customer service and customer-centered focus

1. All referrals will be based on the needs and preferences of the customer and will be appropriate and responsible.
2. Partner staff will be trained in the services provided by the other partners, any requirements for program participation, and the profile of the individual most likely to benefit from the service.
3. Partner staff will use effective methods of communication amongst each other and with customers. Instead of "one size fits all", various means of communication will be employed which best suit the individual seeking service and the agency providing service – be that email, text, social media, phone, paper, etc. The practice will be to connect people using the most prompt, efficient, and useful means of communication.

C. Provision of direct access to partners through real-time technology

1. All partner agencies will be connected via the linking of agency websites to the AJCC website.

2. Partner agencies will connect via methods that fit their resources and mission – be that electronic systems, email, social media, mobile phones, etc.
3. Partner agencies will ensure that they are accessible by maintaining the appropriate equipment for use by customers.
4. All partner agencies will continuously fill their “point of contact” assignment with trained and knowledgeable individuals.

VII. Shared Technology and System Security

The WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including for example, client tracking, common case management, reporting, and data collection.

Partner agencies agree to share data and technology as well as to ensure that all data systems are secure. Partner agencies further agree to the following:

- A. To comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- B. To comply with the principles of common reporting and shared information through electronic mechanisms, including shared technology.
- C. To commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- D. To maintain all records of the AJCC customers or partners (e.g. applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in strictest confidence, and use such records solely for purposes directly related to such services.
- E. To develop technological enhancements that allows interfaces of common information needs, as appropriate.
- F. To understand that system security provisions shall be agreed upon and commonly adhered to by all partners.

VIII. Confidentiality

Partner agencies agree to comply with the provisions of WIOA as well as the applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, Federal Privacy Act of 1974 as amended, and any other appropriate statute or requirement to assure the following:

- A. All applications and individual records related to services provided under this partner agency MOU, including eligibility for services, enrollment and referral, shall be confidential to the extent permitted by state and federal law, and shall not be open to examination for any purpose not directly connected with the delivery of such services.

- B. No person will publish, disclose use, permit, cause to be published, disclosed or used, any confidential information pertaining to AJCC applicants, participants or customers overall unless a specific release is voluntarily signed by the participant or customer.
- C. The AJCC partner agency agrees to abide by the current confidentiality provisions of the respective statutes to which AJCC operators and other AJCC partners must adhere, and shall share information necessary for the administration of the program as allowed by law and regulation. The AJCC partner, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities and other services as needed for employment or program support purposes

IX. One Stop System Customers

- A. The coalition of workforce partners operating within the AJCC sites in Solano County, in Vallejo and Fairfield provide individuals with job search assistance, and have workforce experts available to provide coaching, support, and resources to help individuals reach their employment goals. The AJCC system offers a variety of services to help individuals prepare for, obtain, and retain the job or career they want. Services are available to individuals both within the AJCC sites and at other locations throughout the area; whether at partner program service sites or community access points that connect the individual to the workforce development system.

The customers of the AJCC system include job seekers and incumbent workers facing layoff or seeking skills gains. Customers may use the system through the AJCC job center sites or throughout the County at physical and electronic access points that link them to service providers.

- B. Business/Employers

The Solano AJCC serves the needs of business by providing customized solutions; offering a platform of services to help each business reach its next level of success through talent recruitment, development, and retention. The small business ready to start-up or scale-up can receive assistance from qualified business advisors. Talent and general business solutions are tailored to the needs of the business; multiple agencies and programs work together to meet the local business needs.

X. Partner Agency Insurance Requirements

- A. Without limiting partner agencies obligation to indemnify the WDB, partner agencies must procure and maintain for the duration of this MOU insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work under this MOU and the results of that work by the partner agencies, their agents, representatives or employees.
 - 1. Commercial general liability insurance for all activities of the partner agencies and its subcontractors arising out of or in connection with this MOU, written on a Comprehensive General Liability form including, but not limited to, premises and operations, independent contractor, products and completed operations, contractual liability and personal injury, in an amount no less than one million

dollars (\$1,000,000) combined single limit for each occurrence and in the aggregate;

2. Automobile liability insurance covering bodily injury and property damage for all activities of the partner agencies arising out of or in connection with this MOU, including coverage for hired and non-owned vehicles, in an amount no less than one million (\$1,000,000) per accident for bodily injury and property damage.
3. As required by the Labor code of the State of California, Worker's Compensation insurance, for partner agencies and employees of partner agencies. All Worker's compensation policies shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30 days prior notice to Workforce Development Board of Solano County in writing", and
4. Partner agencies shall require all subcontractors providing services under this MOU to provide Worker's compensation insurance for all subcontractor employees.

If the partner agencies maintain higher limits than the minimums shown above the WDB is entitled to coverage for the higher limits by the partner agencies.

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

1. The WDB, its officers, officials, agents, employees and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the partner agencies; and with respect to liability arising out of work or operations performed by or on behalf of the partner agencies 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 (GC 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to partner agencies insurance policy or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.
2. For any claims related to work performed under this Agreement partner agencies insurance coverage must be primary insurance with respect to the WDB, it's officers, officials, agents employees, and volunteers. Any insurance maintained by WDB, its officers, officials, agents, employees or volunteers is excess of partner agencies insurance and shall not contribute.
3. Should any of the above described policies be cancelled prior to the policies expiration date, partner agencies agree that notice of cancellation will be delivered in accordance with the policy provisions.

C. Waiver of Subrogation

1. Partner agencies agree to waive subrogation which any insurer of the partner agency may acquire by virtue of the payment of any loss. Partner agency agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

2. The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of the WDB for all work performed by the partner agencies, its employees, agents and subcontractors.

D. Acceptability of Insures

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 WDB.

E. Verification of Coverage

1. Partner agencies must furnish WDB with original certificates and endorsements effecting coverage required by this MOU.
2. The endorsement should be on forms acceptable to the WDB.
3. WDB must receive and approve all certificates and endorsements within five (5) days of the execution of this MOU.
4. Failure to do so will not operate as a waiver to 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.

XI. Conflict of Interest

- A. Partnering agency represents that it or its 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 performed hereunder which conflicts with the rendering of services under this partner agency MOU. Partner agencies shall employ or retain no such person while rendering services under this partner agency MOU. Services rendered by the partner agencies associates or employees shall not relieve partner agencies from personal responsibility under this clause.
- B. Partner agencies have 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.

XII. Inspection

Authorized representatives of the WDB, County, the State of California, and or federal governments may inspect and/or audit partner agencies performance, place of business and/or records pertaining to this partner agency MOU.

XIII. Assignment

Neither party of this partner agency MOU shall assign, transfer, delegate or sublet this MOU or any interest therein without the prior written consent of the other party. Any such assignment, transfer delegation or subletting without prior written consent shall be void.

XIV. Notice

Any notice necessary to the performance of this partner agency MOU shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

WDB

WDB of Solano County
President/Executive Director
500 Chadbourne Rd.
Fairfield, CA 94533

Partner Agency**XV. Covenant of Cooperation**

The parties shall cooperate with deal each other in good faith, and assist each other in the performance of the provisions of this partner agency MOU.

XVI. Compliance with Law

- A. Partner agencies shall comply with all federal, state and local laws and regulations applicable to its performance of this Agreement, including but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of work.
- B. Partner agencies represent that it will comply with all 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 MOU.

XVII. Modification and Termination

This MOU may be modified only by a written amendment signed by the parties;

- A. This MOU constitutes the entire agreement between the AJCC Partners and the Workforce Development Board of Solano County and no oral understanding not incorporated herein shall be binding on any of the parties hereto. This MOU may be modified, altered or revised, as necessary, by mutual consent of the parties, by the issuance of a written amendment, signed and dated by the parties. The MOU shall be reviewed at a minimum every three years and updated if there are substantial changes. The systems costs and infrastructure shared costs budgets and methods shall be reviewed annually and updated if there are substantial changes.

For the purpose of revising individual partner agency services and cost information contained in this MOU; revisions to Attachments A, B, C, D, of this Partner Agency MOU may be made with the consent of both the individual partner agency and the WDB.

- B. If federal or state legislation is enacted after the execution of this MOU, and such legislation changed the WIOA statues and regulations that were in effect with this MOU was executed both parties agree to meet and confer to mutually agree on such changes as may be necessary to conform to law.
- C. If federal or state legislation is enacted after the execution of this MOU, and such legislation changed the WIOA statues and regulations that were in effect with this MOU was executed both parties agree to meet and confer to mutually agree on such changes as may be necessary to conform to law.

- D. Time shall be of the essence in modifying this MOU to conform to subsequently-enacted legal requirements. Meet and confer shall commence within seven (7) days of any notice of change in legal requirements.
- E. This MOU may be terminated for cause by providing a 30-day notice of default and request to cure. If within those 30-days the default is not cured, the aggrieved party may terminate this MOU by sending a 15-day termination notice.

In the event it becomes necessary for a Partner to cease being a part of this MOU, said entity shall notify the WDB in writing, 30 days in advance of that intention and upon completion of any financial and operational commitments. In the event it becomes necessary for the WDB to require a Partner to cease being a part of this MOU, the WDB staff shall notify the Partner, in writing, 30 days in advance of that intention.

XVIII. Conflicts in the MOU

The MOU is intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the MOU, the WDB and the partner agencies agree to work together to resolve the apparent conflicts and amend this MOU accordingly to reflect the common understanding of the WDB and partner agencies.

XIX. Health and Safety Standards

The Partner agencies shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program.

XX. Health Insurance Portability and Accountability Act

Partner agency 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 obtained, created or exchanged as a result of this MOU and shall abide by and implement its statutory requirements.

XXI. Effective Date and Term of the MOU

Both parties to this partner agency MOU agree that it shall be binding upon it's execution by each party.

The term of this MOU shall be from July 1, 2022 through June 30, 2025 unless otherwise modified.

XXII. Attachment to The "Master Agreement"

The Master MOU shall be incorporated by reference into this Partner Agency MOU as if set forth fully herein.

XXIII. Entire Memorandum of Understanding

This MOU, including Attachments A, B, C, D, of this Partner Agency MOU, and any other reference exhibits, constitute the entire partner agency MOU between the WDB and Partner

Agencies and there are no inducements, promises, terms, conditions or obligations made or entered into by the WDB or Partner Agencies other than those contained in it.

XXIV. Dispute Resolution

In the event of any dispute, grievance or disagreement arising from or relating to this MOU, the parties shall first attempt to resolve them informally. Any party may request that the WDB Executive Director call a meeting of some or all parties to this MOU to discuss and resolve disputes. Should informal resolution efforts fail, the dispute shall be referred to the WDB Executive Director who shall appoint an independent party to mediate and resolve the dispute, and issue a written recommendation.

XXV. Hold Harmless / Indemnification / Liability

In accordance with provisions of Section 895.4 of the California Government Code, each party hereby agrees to indemnify, defend and hold harmless all other parties identified in this MOU from and against any and all claims, demands, damages and costs arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. In addition, except for Departments of the State of California which cannot provide for indemnification of court costs and attorney's fees under the indemnification policy of the State of California, all other parties to this MOU agree to indemnify, defend and hold harmless each other from and against all court costs and attorney's fees arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

XXVI. Multiple Originals; Counterparts

This agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

XXVII. Signatures

See attached signatures between the WDB and each Partner Agency; one agency per page.

By signing below each Partner Agency agrees;

-----to contribute to the sharing of AJCC infrastructure costs

OR

-----that when data are available to determine the AJCC benefit to non-colocated Partner Agencies, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions.

**AMERICAS JOB CENTERS OF CALIFORNIA – SOLANO COUNTY
WIOA AJCC Partner Agency MOU**

Signature Page

By signing below, all Parties agree to the terms prescribed in the sharing of infrastructure costs.

Workforce Development Board of Solano County

Agency Name

Heather Henry
Printed Name

Printed Name

President/Executive Director
Title

Title

Signature

Signature

Date

Date

**AMERICAS JOB CENTERS OF CALIFORNIA – SOLANO COUNTY
WIOA AJCC Partner Agency MOU**

Signature Page:

Partner Agencies Sharing Infrastructure Costs When Proportionate Share Data Are Available

The state is in the process of implementing the requisite statewide data tracking system, and once such data are available, all non-colocated Partner Agencies who are receiving benefit from the AJCCs will also be required to contribute their proportionate share towards infrastructure costs.

By signing below, all parties agree that when data are available to determine the AJCC benefit to non-colocated Partner Agencies, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions.

Workforce Development Board of Solano County

Agency Name

Heather Henry
Printed Name

Printed Name

President/Executive Director
Title

Title

Signature

Signature

Date

Date

Solano AJCC Partner Agency MOU

Attachment A “System Costs Funding”

A. Parties to the MOU Participating in Providing Funding for Infrastructure and Other System Costs:

In conformance with the WIOA, in order to establish a high quality AJCC delivery system and enhance collaboration amongst partner programs, the Workforce Development Board of Solano County (WDB) uses the AJCC Partner Agency MOU with all AJCC required partners present in their Local Workforce Development Area (Local Area). This Attachment A subpart addresses how to sustain the unified system through the use of resource sharing and joint infrastructure cost funding.

I. Other System Costs – Participating AJCC Partners

- California Human Development, Migrant Seasonal Farmworkers
- California Indian Manpower Consortium, Native American Programs
- CAP Solano, Community Services Block Grant
- Job Corps – No California Outreach and Admissions for Job Corps
- SER Jobs for Progress, Inc., Title V Older Americans Act
- Adult Education and Literacy, Title II Adult Education
 - Benicia Unified School District, Title II Adult Education
 - Fairfield-Suisun Unified School District, Title II Adult Education
 - Vacaville Unified School District, Title II Adult Education
 - Vallejo City Unified School District - Regional Education Center, Title II Adult Education
- Solano Community College, Community Colleges / Carl Perkins Career Technical Education
- Solano County Health and Social Services, Temporary Assistance for Needy Families / CalWORKs
- State of California, Department of Rehabilitation, Title IV Vocational Rehabilitation
- State of California Employment Development Department (EDD)
 - Title III Wagner-Peyser
 - Veterans
 - Trade Adjustment Assistance
 - Unemployment Insurance
- Workforce Development Board of Solano County, Title I Adult, Dislocated Worker, and Youth

II. Infrastructure Costs – Participating AJCC Partners

- Workforce Development Board of Solano County, Title I Adult, Dislocated Worker and Youth
- State of California Employment Development Department (EDD), Title III Wagner-Peyser, Veterans, Trade Adjustment Assistance
- State of California, Department of Rehabilitation, Title IV Vocational Rehabilitation

III. Consensus and / or Assurance

All parties have negotiated in good-faith to reach consensus for cost sharing.

B. Sharing Funding Responsibility:

I. Career Services Costs Budget

Please refer to AJCC Partner Agency MOU Attachments C & D, which describe the applicable career services provided by each AJCC Partner. *This Career Service budget contains annual funding amounts.*

KEY: AGENCIES-PARTNERS

BUSD T-II AEL	Benicia Unified School District, Title II Adult Education
CHD MSF:	California Human Development, Migrant Seasonal Farmworkers programs
CIMC Native Am:	California Indian Manpower Consortium, Native American programs
CAPSolano CSBG:	CAP Solano, Community Services Block Grant
Job Corps:	Job Corps, No California Outreach and Admissions for Job Corps
SER T-V OAA:	Jobs for Progress, Inc., Title V Older Americans Act
FSUSD T-II AEL:	Fairfield-Suisun Unified School District, Title II Adult Education
VUSD:	Vacaville Unified School District, Title II Adult Education
VCUSD T-II AEL:	Vallejo City Unified School District - Regional Education Center, Title II Adult
H&SS TANF:	Solano County Health and Social Services, Temporary Assistance for Needy
SCC Tech Ed:	Solano Community College, Community Colleges / Carl Perkins Career Technical
DOR T-IV VR:	State of California, Department of Rehabilitation, Title IV Vocational Rehabilitation
EDD T-III W-P:	State of California Employment Development Department, Title III Wagner-Peyser,
EDD Vets:	State of California Employment Development Department, Veterans
EDD TAA:	State of California Employment Development Department, Trade Adjustment Assistance
EDD UI:	State of California Employment Development Department, Unemployment Insurance
WDB T-I Adult:	Workforce Development Board of Solano County, Title I Adult
WDB T-IDW:	Workforce Development Board of Solano County, Title I Dislocated Worker

Consolidated budget total of career services delivered through the One-Stop system Grand Total = \$

Consolidated Budget for the Delivery of Applicable Career Services							
This other system costs budget is a consolidated budget for applicable career services. This budget includes each of the Partner's costs for the service delivery of each applicable career service and a consolidated system budget for career services applicable to more than one Partner. These other system costs include all costs, including personnel, related to the administration and delivery of those services.							
Applicable Career Services	WDB T-I Adult	WDB T-I DW	WDB T-I Youth	FSUSD T-II AEL	VCUSD T-II AEL	EDD T-III WP	DOR T-IV VR
Basic Career Services: T-I Eligibility/Initial Assess Outreach, Intake, Orient Labor Exchange/Job Search Referrals/LMI Support Service Info UI Info/Fin Aid Info							
	SCC Tech Ed	SER T-V OAA	Job Corps	CIMC Native Am	CHD MSF	EDD Vets	EDD TAA
	CAPSolano CSBG	H&SS TANF	EDD UI	VUSD			
Consolidated budget total of Basic Career Services delivered through the One-Stop system =							
Applicable Career Services	WDB T-I Adult	WDB T-I DW	WDB T-I Youth	FSUSD T-II AEL	VCUSD T-II AEL	EDD T-III WP	DOR T-IV VR
Individual Career Services: Comp Assessment/IEP Career Plan/Counsel Short-Term Pre-vocational Internship/Work Experience Financial Literacy IET/ELAWF Prep							
	SCC Tech Ed	SER T-V OAA	Job Corps	CIMC Native Am	CHD MSF	EDD Vets	EDD TAA
	CAPSolano CSBG	H&SS TANF	EDD UI	VUSD			

Consolidated budget total of Individual Career Services delivered through the One-Stop system =

II.

Sharing AJCC Infrastructure Costs:

The Workforce Development Board of Solano County and AJCC Partners have chosen the following option for developing the infrastructure cost budget:

X Option 1: A separate budget for each comprehensive / affiliate AJCC.

___ Option 2: A consolidated system-wide budget for the network of comprehensive / affiliate AJCCs.

Comprehensive AJCC:

America's Job Cent of California
Solano County
1440 Marin St
Vallejo, CA 94590

Partners Colocated at this AJCC:

- Workforce Development Board of Solano County
- State of California Employment Development Department
- State of California, Department of Rehabilitation

III.

Cost Allocation Methodology

The Workforce Development Board of Solano County and colocated Partners to this MOU agree to a cost allocation methodology to identify the proportionate share of infrastructure costs each partner will be expected to contribute. This cost allocation methodology adheres to the following: is consistent with federal laws authorizing each partner's program; complies with federal cost principles in the Uniform Guidance; includes only costs that are allowable, reasonable, necessary, and allocable to each program Partner; and is based on an agreed upon measure that mathematically determines the proportionate use and benefit received by each Partner.

The infrastructure cost allocation methodology selected is the proportion of a Partner program's occupancy percentage in square footage and time utilized at the Solano Employment Connection Job Center in Vallejo, the AJCC comprehensive center.

AJCC Partner Agency MOU
Attachment B
"AJCC Shared Infrastructure Cost Budget"

Proportionate Partners' Shares of Infrastructure Costs

The proportionate share of infrastructure costs allocated to each partner is based on the agreed upon cost allocation methodology. The initial determination will be reconciled against actual incurred costs at the end of each agreement period, and each Partner's actual share of cost will be adjusted accordingly.

Each colocated Partner has agreed to contribute an amount equal to their share of the total AJCC infrastructure costs.

This cost budget is the estimated calculation of infrastructure cost from **7/1/19 through 6/30/20**. This budget will be adjusted quarterly when actual infrastructure costs are known. Each Partner's actual share will then be recalculated, and each Partner informed of the changes.

This cost sharing budget will be estimated for each of the subsequent periods; 2020-21 and 2021-22, and adjusted when actual costs are known at the end of each of those periods. Each Partner's actual share will then be calculated.

AJCC Infrastructure Cost Budget									
Line-Item	AJCC Cost		Method to Allocate to AJCC			Current Payor - Agency			
	Estimated date	Adjusted date	Total date	Sq. Ft AJCC	# Units	Exclusive	EDD	WDB	DOR
Utilities	\$0	\$0	\$0	x			\$0	0	0
Janitorial	0	0	0	x			0	0	0
Security	0	0	0	x			0	0	0
HVAC Maintenance	0	0	0	x			0	0	0
Landscaping	0	0	0	x			0	0	0
Pest Control	0	0	0	x			0	0	0
Elevator Maintenance	0	0	0	x			0	0	0
Power Sweeping	0	0	0	x			0	0	0
Security Guard	0	0	0	x			0	0	0
Capital Outlay Project	0	0	0	x			0	0	0
Copy Machine Lease	0	0	0		x		0	0	0
Communications & Network	0	0	0		x	x	0	0	0
Access and Accommodation	0	0	0			x	0	0	0
Supplies & Maintenance	0	0	0			x	0	0	0
Total Cost Budget	\$0	\$0	\$0				\$0	\$0	\$0

Basic Career Services:

Employment & training services provided to any person seeking assistance who is 16 yrs & over and has the Right to Work in the US

OUTREACH:							ORIENTATION:			
AJCC Website Content & Links		Partner Staff Cross-Training		1-Stop System & AJCC Orientations		Job Center Orientation @ AJCC		Partner Services: Directory / Orientations		
Partner Program	Partner Agency									
WIOA Title I Adult / Dislocated Worker	WDB	y	y	y	y	y	y	y	y	
WIOA Title I Youth	WDB	y	y	y	y	y	y	y	y	
WIOA Title II Adult Education and Literacy	FSUSD	y	y	y	y	-----	-----	y	y	
WIOA Title II Adult Education and Literacy	VCUSD	y	y	y	y	-----	-----	y	y	
WIOA Title II Adult Education and Literacy	VUSD	y	y	y	y	-----	-----	y	y	
WIOA Title III Wagner-Peyser	EDD-Job Service	y	y	y	y	y	y	y	y	
WIOA Title IV Vocational Rehabilitation	DOR	y	y	y	y	y	y	y	y	
Title V Older Americans Act	SER	y	y	y	y	y	y	y	y	
Job Corps	Job Corps	y	y	y	y	y	y	y	y	
Native American Programs (Section 166)	CIMC	y	y	y	y	-----	-----	y	y	
Migrant Seasonal Farmworkers (Section 167)	CHD	y	y	y	y	-----	-----	y	y	
Veterans	EDD	y	y	y	y	-----	-----	y	y	
Trade Adjustment Assistance Act	EDD	y	y	y	y	-----	-----	y	y	
Community Services Block Grant	CAPSolano	y	y	y	y	-----	-----	y	y	
Unemployment Compensation	EDD	y	y	n/a	n/a	n/a	n/a	y	y	
TANF/CalWORKS	Solano H&SS	y	y	y	y	-----	-----	y	y	
Career Technical Education	Solano College	y	y	y	y	-----	-----	y	y	

Partner Agency MOU-Attachment C (2)

Ver. 07-01-22

INTAKE:			ASSESSMENT & REFERRAL:				JOB SEARCH ASSISTANCE:		LABOR EXCHANGE:	
CalJOBS Access	Program-Specific Eligibility @ AJCC	On-line Eligibility / Registration Services	Initial Needs Assessment	Referral to Partner Services	Partner Point of Contact	Labor Market Info - CalJOBS +	Job Search / Skills Upgrade Help	CalJOBS Job Bank Access - Job Seeker		
y	Title 1	-----	y	y	y	y	y	y	y	
y	Title 1	-----	y	y	y	y	y	y	y	
y	Title II	y	y	y	y	y	y	y	y	
y	Title II	y	y	y	y	y	y	y	y	
y	-----	y	y	y	y	y	y	y	y	
y	Title III	y	y	y	y	y	y	y	y	
y	Title IV	y	y	y	y	y	y	y	y	
y	Title V	-----	y	y	y	y	y	y	y	
y	y	-----	y	y	y	y	y	y	y	
y	-----	-----	y	y	y	y	y	y	y	
y	y	-----	y	y	y	y	y	y	y	
y	y	-----	y	y	y	y	y	y	y	
y	-----	-----	y	y	y	y	y	y	y	
y	-----	y	y	y	y	n/a	n/a	n/a	n/a	
y	-----	y	y	y	y	y	y	y	y	
y	-----	y	y	y	y	y	y	y	y	

Business /Employer Services:

INFORMATION:			BUSINESS SERVICES:	
Performance & Unemployment Cost	Insurance	Financial Aid & Support Services	Employer Services @ AJCC / Other	CalJOBS Job Listings Access - Employer
			y	y
y	-----	y	y	y
y	-----	y	y	y
-----	-----	y	-----	y
-----	-----	y	-----	y
-----	-----	y	-----	y
-----	y	y	y	y
-----	-----	y	y	y
-----	-----	y	y	y
-----	-----	y	y	y
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-----	-----	y	-----	y
-----	-----	y	y	y
-----	-----	y	-----	y
-----	-----	y	-----	y
-----	-----	y	-----	y
-----	y	n/a	n/a	n/a
-----	-----	y	-----	y
-----	-----	y	-----	y

AJCC System Points of Access

July 2022 - June 2025

BEN = Benicia SS = Suisun
FF = Fairfield VJO = Vallejo

Partner Program	Partner Agency	PHYSICAL LOCATIONS - Service sites:									
		VJO/BEN	VJO/BEN	FF/SS	FF/SS	Vacaville	Rio Vista	Dixon			
		Comprehensive	Other	Affiliate	Other	Other	Other	Other			
WIOA Title I Adult / Dislocated Worker	WDB	Co-located	y	Co-located	y	y	-----	-----	-----		
WIOA Title I Youth	WDB	Co-located	y	Co-located	y	y	-----	-----	-----		
WIOA Title II Adult Education and Literacy	FSUSD	-----	-----	Intermittent	y	-----	-----	-----	y		
WIOA Title II Adult Education and Literacy	VCUSD	Intermittent	y	-----	-----	-----	-----	-----	-----		
WIOA Title II Adult Education and Literacy	VUSD	-----	-----	-----	-----	y	-----	-----	-----		
WIOA Title III Wagner-Peyser	EDD-Job Service	Co-located	-----	Intermittent	-----	y	-----	-----	-----		
WIOA Title IV Vocational Rehabilitation	DOR	Co-located	y	Intermittent	y	y	y	y	y		
Title V Older Americans Act	SER	Intermittent	-----	Intermittent	-----	-----	-----	-----	-----		
Job Corps	Job Corps	Intermittent	y	Intermittent	y	-----	-----	-----	-----		
Native American Programs (Section 166)	CIMC	-----	y	-----	y	y	y	y	y		
Migrant Seasonal Farmworkers(Section 167)	CHD	-----	-----	-----	-----	-----	-----	-----	y		
Veterans	EDD	Co-located	-----	Co-located	-----	-----	-----	-----	-----		
Trade Adjustment Assistance Act	EDD	Co-located	-----	Intermittent	-----	-----	-----	-----	-----		
Community Services Block Grant	CAPSolano JPA	-----	y	-----	y	y	y	y	y		
Unemployment Compensation	EDD	-----	-----	-----	-----	-----	-----	-----	-----		
TANF/CalWORKS	Solano H&SS	-----	y	-----	y	y	y	y	y		
Career Technical Education	Solano College	-----	y	-----	y	y	y	-----	-----		

Partner Program	Partner Agency	ELECTRONIC CONNECTIONS:				CONNECTIONS:		
		Website Links	Computer Access Public	Online Services	Networked Referrals	Real time Connections	Real time Referrals	
WIOA Title I Adult / Dislocated Worker	WDB	y	y	y	in-developmen	y	y	y
WIOA Title I Youth	WDB	y	y	y	in-developmen	y	y	y
WIOA Title II Adult Education and Literacy	FSUSD	y	-----	y	in-developmen	y	y	y
WIOA Title II Adult Education and Literacy	VCUSD	y	-----	y	in-developmen	y	y	y
WIOA Title II Adult Education and Literacy	VUSD	y	-----	y	in-developmen	y	y	y
WIOA Title III Wagner-Peyser	EDD-Job Service	y	y	y	in-developmen	y	y	y
WIOA Title IV Vocational Rehabilitation	DOR	y	-----	y	in-developmen	y	y	y
Title V Older Americans Act	SER	y	-----	y	in-developmen	y	y	y
Job Corps	Job Corps	y	-----	y	in-developmen	y	y	y
Native American Programs (Section 166)	CIMC	y	-----	y	in-developmen	y	y	y
Migrant Seasonal Farmworkers(Section 167)	CHD	y	-----	y	in-developmen	y	y	y
Veterans	EDD	y	y	y	in-developmen	y	y	y
Trade Adjustment Assistance Act	EDD	y	y	y	in-developmen	y	y	y
Community Services Block Grant	CAPSolano JPA	y	-----	-----	in-developmen	y	y	y
Unemployment Compensation	EDD	y	y	y	-----	y	y	y
TANF/CalWORKS	Solano H&SS	y	-----	y	in-developmen	y	y	y
Career Technical Education	Solano College	y	-----	y	in-developmen	y	y	y



WORKFORCE DEVELOPMENT BOARD
OF SOLANO COUNTY

AGENDA SUBMITTAL

SUBJECT:	Approval of First Place for Youth as Selected Workforce Innovation and Opportunity Act (WIOA) Youth Program Services Provider; Enter into Contract Negotiations with the First Place for Youth for a Contract up to \$185,000; and Select a Second Service Provider to Provide Additional Services	MEETING DATE May 20, 2022	AGENDA ITEM X.D
FROM:	Heather Henry President/Executive Director	ACTION REQUIRED YES ✓ NO	ATTACHMENTS NONE

RECOMMENDATION

It is recommended that the Board approve staff and the Youth RFP Ad Hoc Committee's recommendation to approve First Place for Youth as the selected service provider for Workforce Innovation and Opportunity Act (WIOA) Youth Services and take action to approve staff entering into contract negotiations for up to \$185,000 with First Place for Youth for the period of July 1, 2022 through June 30, 2023.

It is also recommended that the Board authorize the Executive Director/President to finalize and sign this Youth Program contract after it has been reviewed by County Counsel and approved as to form. Since this contract is above \$75,000, it must be reviewed and approved by the Solano County Board of Supervisors. This contract may be extended in time, for up to two (2) years at an anticipated \$185,000 annually subject to satisfactory performance by the sub-recipient, availability of funds, and Board action.

Lastly, it is recommended that the Board approve staff and the Youth RFP Ad Hoc Committee's recommendation to approve the selection of a second provider, VOICES Solano, to provide additional youth services and utilize the remaining funds within WIOA Youth grant funds; and authorize the Executive Director/President to begin contract negotiations.

DISCUSSION

RFP Process

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

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

Below is a breakdown of each reviewers score:

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

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

Selected Sub-Recipient Summary

Staff and the Youth RFP Ad Hoc Committee recommend awarding up to \$185,000 in WIOA Youth funding for a twelve (12) month contract to operate from July 1, 2022, through June 30, 2022, and enroll up to **25 out-of-school youth (OSY) participants** in the first year of the program. Each year thereafter, the enrollment measure will be replaced by existing participants. Based on the performance of the contractor, the WDB may renew/extend the contract for up to two (2) years at an anticipated \$185,000 annually, which is an estimate based upon annual WIOA Youth allocation and is subject to change.

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

First Place for Youth's scope of work will consist of recruitment and outreach strategies to engage targeted youth, process for determining suitability for the program, assessment of barriers and barrier removal, career coaching, supportive services, work experience, and job placement. First Place for Youth will offer four (4) of the 14 WIOA Youth Program Elements. First Place for Youth will leverage their experience providing Work Experiences through their existing foster youth programs.

WDB staff will negotiate performance measures as part of the contract, based on an enrollment of 25 OSY served in the first year. WDB will also negotiate budget line items to ensure that costs are correctly attributed to program and work experience categories.

The proposed budget from First Place for Youth includes the following cost line items:

Line Items	Program Cost	WEX Cost	Total
Personnel	\$18,290	\$34,354	\$52,644
Youth Participant Costs	\$12,375	\$89,388	\$101,763
Operating Costs	\$9,714	\$12,374	\$22,088
Total	\$40,379	\$136,116	\$176,495

Second Service Provider


During the May 3rd Youth RFP Ad Hoc Committee meeting, it was also recommended that a second service provider be awarded to provide additional youth services to participants who are not current or former foster youth and to utilize the remaining funds within WIOA Youth grant funds. The Committee recommended the second provider award go to VOICES Solano. The Committee would like staff to determine feasibility of providing technical assistance to a second provider and enter into negotiations with VOICES Solano to use the remaining funds to support them with youth services.

Staff will reach out to VOICES Solano to discuss program modifications and enter into contract negotiations at a later date. The contract and total award amount will be presented to the Board prior to implementation of services.

ALTERNATIVES: The Board could choose not to approve this contract award and provide staff with direction to issue a new RFP for the Youth Program: Career-In Focus services or to recommend a different selection. However, the Youth RFP Ad Hoc Committee has reviewed the proposals in detail and recommended approval. In addition, this approach would not be recommended since it would cause an unnecessary delay in providing OSY with these needed and required WIOA services.

AGENCY BUDGET IMPACT: The FY2021-22 and FY2022-23 budgets include the necessary funding to cover the cost of this contract.

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



Heather Henry, President/Executive Director

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