

File No. 201290

Committee Item No. 5

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date February 3, 2021

Board of Supervisors Meeting

Date _____

Cmte Board

- | | | |
|-------------------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER (Use back side if additional space is needed)

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Completed by: Linda Wong

Date January 27, 2021

Completed by: Linda Wong

Date _____

1 [Accept and Expend Grant - Retroactive - North Valley Workforce Development Board -
2 SlingShot 3.0 Regional Plan Implementation - \$160,000]

3 **Resolution retroactively authorizing the Office of Economic and Workforce**
4 **Development to accept and expend a grant in the amount of \$160,000 from the North**
5 **Valley Workforce Development Board, a recipient of the grant award from United States**
6 **Department of Labor for SlingShot 3.0 Regional Plan Implementation coordination, a**
7 **regional tech apprenticeship coordination, during the grant period of April 1, 2020,**
8 **through March 31, 2022.**

9
10 WHEREAS, The Administrative Code requires City departments to obtain Board of
11 Supervisors' approval to accept or expend any grant funds (Section 10.170 et seq.); and

12 WHEREAS, The California Workforce Development Board released SlingShot 3.0
13 Regional Plan Implementation funding for regional coordination in target industries; and

14 WHEREAS, The North Valley Workforce Development Board, as lead applicant for the
15 Bay-Peninsula Regional Planning Unit, proposed a regional tech apprenticeship coordination
16 in partnership with the Office of Economic and Workforce Development to the California
17 Workforce Development Board; and

18 WHEREAS, The California Workforce Development Board awarded North Valley
19 Workforce Development Board, as lead applicant for the Bay-Peninsula Regional Planning
20 Unit, the SlingShot 3.0 Regional Plan Implementation for regional tech apprenticeship
21 coordination; and

22 WHEREAS, The North Valley Workforce Development Board, as pass-through for the
23 United States Department of Labor awarded Office of Economic and Workforce Development
24 \$160,000 as program lead for SlingShot 3.0 Regional Plan Implementation for regional tech
25 apprenticeship coordination; and

1 WHEREAS, The grant does not require an Annual Salary Ordinance amendment; and
2 WHEREAS, The Office of Economic and Workforce Development proposes to
3 maximize use of available grant funds on program expenditures by not including indirect costs
4 in the grant budget; now, therefore, be it

5 RESOLVED, That North Valley Workforce Development Board may fund the Office of
6 Economic and Workforce Development; and, be it

7 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of
8 indirect costs in the grant budget; and, be it

9 FURTHER RESOLVED, That the Office of Economic and Workforce Development is
10 responsible for oversight of funding from North Valley Workforce Development Board as pass-
11 through for the United States Department of Labor; and, be it

12 FURTHER RESOLVED, That the Board of Supervisors hereby retroactively authorizes
13 the Office of Economic and Workforce Development to accept and expend, on behalf of the
14 City and County of San Francisco, a grant from North Valley Workforce Development Board
15 for SlingShot 3.0 Regional Plan Implementation in the amount of \$160,000; and, be it

16 FURTHER RESOLVED, That the Director of the Office of Economic and Workforce
17 Development is authorized to enter into the Agreement on behalf of the City.

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Recommended:

/s/

Joaquín Torres, Director

Approved:

/s/

London N. Breed, Mayor

/s/

Ben Rosenfield, Controller

File Number: _____
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: SlingShot 3.0 Regional Plan Implementation
2. Department: Office of Economic and Workforce Development
3. Contact Person: Lisa Pagan Telephone/Email: lisa.pagan@sfgov.org
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$160,000.00
6. a. Matching Funds Required: \$0
b. Source(s) of matching funds (if applicable): N/A
7. a. Grant Source Agency: United States Department of Labor
b. Grant Pass-Through Agency (if applicable): North Valley Workforce Development Board
8. Proposed Grant Project Summary:
The Bay-Peninsula Regional Planning Unit--composed of OEWD, North Valley Workforce Development Board, San Jose work2future, and San Benito Workforce Development Board--will further the goals of previously awarded SlingShot and SlingShot 2.0 grants to coordinate a regional tech apprenticeship system for the Bay Area.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: April 1, 2020 End-Date: March 31, 2022
10. a. Amount budgeted for contractual services: N/A
b. Will contractual services be put out to bid? N/A
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? N/A
d. Is this likely to be a one-time or ongoing request for contracting out? One-time
11. a. Does the budget include indirect costs?
 Yes No
b. 1. If yes, how much?
b. 2. How was the amount calculated?
c. 1. If no, why are indirect costs not included?
 Not allowed by granting agency To maximize use of grant funds on direct services
 Other (please explain):
c. 2. If no indirect costs are included, what would have been the indirect costs? \$33,040 - 20.65% of the NICRA rate.

12. Any other significant grant requirements or comments: N/A

****Disability Access Checklist***(Department must forward a copy of all completed Grant Information Forms to the Mayor’s Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Existing Site(s) | <input checked="" type="checkbox"/> Existing Structure(s) | <input checked="" type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s) | <input type="checkbox"/> New Structure(s) | |

14. The Departmental ADA Coordinator or the Mayor’s Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor’s Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:

Departmental ADA Coordinator or Mayor’s Office of Disability Reviewer:

Alfredo Fajardo

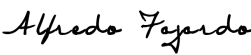
(Name)

Workforce Programs Compliance Officer

(Title)

10/7/2020 | 3:54 PM PDT

Date Reviewed: _____

DocuSigned by:

 B62644C04A0A47C...
 (Signature Required)

Department Head or Designee Approval of Grant Information Form:

Joaquín Torres


(Name)

Director, Office of Economic and Workforce Development

(Title)

10/15/2020 | 12:34 PM PDT

Date Reviewed: _____

DocuSigned by:

 1A8C961620834D6...
 (Signature Required)

SlingShot 3.0 (April 1, 2020 - March 31, 2022)

Budget Item	Total
<u>OEWD:</u>	
Staff Salary	\$ 113,600.00
Staff Fringe	\$ 45,400.00
Travel	\$ 1,000.00
Indirect Costs	\$ -
Total OEWD Costs	\$ 160,000.00
Total Budget	\$ 160,000.00

Original to:

_____ City of San Francisco

_____ NOVA

AGREEMENT BETWEEN
CITY OF SUNNYVALE AND CITY OF SAN FRANCISCO
FOR WORKFORCE DEVELOPMENT REGIONAL PLAN
IMPLEMENTATION SERVICES

This Agreement is made on 06/20/2020 between the City of Sunnyvale, a California municipal corporation (hereinafter referred to as "City"), on behalf of the NOVA Workforce Board, and City of San Francisco, Office of Economic and Workforce Development (hereinafter referred to as "Subrecipient").

Whereas, City has applied for and been granted funds from the State of California to provide workforce development Regional Plan Implementation services under the Workforce Innovation and Opportunity Act Title I; and

Whereas, under this Agreement, Subrecipient is participating in the operation of such services as a subrecipient of funds; and

Whereas, City and Subrecipient are required to execute an Agreement wherein they agree to adhere to and comply with the conditions and requirements established for use of the funds of this grant;

Now, therefore, it is agreed:

1. **Terms and Conditions:** Subrecipient agrees to provide employment and training services and to comply with other requirements in accordance with the following:
 - (a) Program Design and Standards – Exhibit A;
 - (b) Special Provisions – Exhibit B;
 - (c) Assurances and Certifications – Exhibit C;
 - (d) Budget and Method of Payment – Exhibit D;

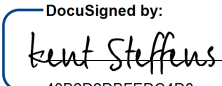
- (e) Request for Payment – Exhibit E; and
- (f) State of California and Department of Labor guidelines, as they now exist are or hereinafter amended.

The above-referenced Attachments and Exhibits are incorporated by reference as though fully set forth herein.

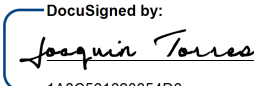
- 2. Term of Agreement: April 1, 2020 through March 31, 2022
- 3. Funding Limit: \$160,000
- 4. Agreement Number: 001-1168-20
- 5. State of California Subgrant No.: AA011021
- 6. CFDA #: 17.258 (adult)

The parties, by and through their authorized representatives as indicated below, hereby acknowledge and agree to the terms and conditions of this **Agreement**.

CITY OF SUNNYVALE

BY:  _____
40B2D2DBFEDC4D8...
 NAME: **Kent Steffens** _____
 TITLE: **City Manager** _____

CITY OF SAN FRANCISCO

BY:  _____
1A8C561620854D6...
 NAME: **Joaquín Torres** _____
 TITLE: **Director, Office of Economic
and Workforce Development** _____

PROGRAM DESIGN AND STANDARDS

I. PROGRAM DESIGN

A. **PROJECT OVERVIEW:** The following is a programmatic description of what will be accomplished during the contract period.

On January 10, 2019, the City, on behalf of the Bay-Peninsula Regional Planning Unit (RPU), was awarded SlingShot 2.0 funding by the California Workforce Development Board (CWDB) to focus on regional apprenticeship systems alignment and systems building. Coordinating the development of a seamless service delivery model for regional apprenticeship was to be accomplished through the RPU, including the City, Subrecipient, and work2future and San Benito County.

Since then, the leadership group of the RPU has explored and maximized opportunities for regional and cross-sector apprenticeship models to benefit the region's businesses and job seekers. The RPU has worked closely with the region's workforce boards, education systems, tech sector employers, training providers and industry champions to ensure that all apprenticeship models are properly vetted and sustainable. Subrecipient built systems for collaboration and regular communication among the RPU to ensure continual momentum. The team worked collaboratively to isolate strong players in the tech apprenticeship space and to assess how to loop each one into the SlingShot project.

As the SlingShot 2.0 grant wound down, the CWDB on June 2, 2020 approved a request by the City to modify its Regional Plan Implementation (RPI) 3.0 grant to shift the scope of work from a wastewater treatment workforce initiative to one that continues and accelerates the SlingShot 2.0 apprenticeship work.

In this next phase of the apprenticeship work, the four RPU partners will take stock and reexamine apprenticeship and other earn and learn opportunities in light of the COVID-19 pandemic. This exploration process will include understanding employer post-virus priorities and capacities through interviews with both talent acquisition - to understand evolving talent and skill demands - as well as corporate social responsibility staff - to understand the depth of employer commitments to diverse and non-traditional hiring.

As a result of this research the RPU partners will be grounded in the emerging economy and share best practices practices with job seekers, employers, the CWDB and regional stakeholders. Research and subsequent design and implementation activities will focus on regional employers requiring tech-related skills, including so-called advanced manufacturing companies.

The partners will also leverage funder and research relationships built during SlingShot 2.0 to explore opportunities for additional funding and research support to design and implement tech and high skill apprenticeship programs in the region. Those potential funders and partners include Jobs for the Future, the New America Foundation and the Brookings Institution.

Institutionally, Subrecipient will lead the RPI 3.0 initiative with support from the City, work2future and San Benito County. Upon an examination of available resources, OEWD may engage a research organization to enhance the efforts of regional partners.

With regards to the longer-term sustainability of the regional apprenticeship collaborative, the RPU partners aim to build out a regional committee comprised of workforce boards, educators, employers and industry champions that will continue to support regional apprenticeship pipelines, curriculum development, networking building, and education campaigns, all while focusing on equity and access.

In addition to the specific scope of work below, all project WDB partners will:

- Manage local program to achieve local and project deliverables/goals
- Provide timely reporting and invoices to project fiscal and program leads
- Participate in regional planning and coordination
- Comply with grantor performance and expenditure requirements
- Monitor local subrecipients

B. SCOPE OF SERVICES

It is the goal of RPI 3.0 to recruit and build relationships with employers, assess their needs, and when possible, convert them to active apprenticeship employers. Subrecipient, with the possible support of a research organization, will study and design a prototype of a post-COVID Bay Area tech apprenticeship or other earn and learn program, while convening key partners to design and implement a regional system to create a replicable and scalable model for tech apprenticeship/earn and learn. Subrecipient will host meetings that focus on determining processes, exploring practical tools and resources for network sustainability, reviewing best practice apprenticeship models for scalability, and establishing a feedback loop among stakeholders.

The Scope of Work will include but is not limited to the following:

Research and Landscape Analysis of Bay Area Apprenticeships/Earn and Learn Opportunities

In light of the COVID-19 pandemic, Subrecipient and partners are engaging employers to better understand the evolving landscape for apprenticeship and earn and learn and is identifying stakeholders in the region who are already implementing tech apprenticeships, are struggling to understand tech apprenticeships, or are interested in building apprenticeship programs within their companies. Using this information, Subrecipient and partners will aim to identify and pilot a set of existing apprenticeships or foundational curriculum that can be harmonized across sectors at the occupation level. Additionally, the landscape analysis will focus on assessing the current education systems that support, utilize, or attempt to offer apprenticeship pipelines to employers.

Stakeholder Convenings and Network Building

Using human-centered design principles, Subrecipient and a possible research partner may convene K-12 education providers, regional community colleges, four-year colleges and

universities, training providers, employers, job seekers, industry champions, and workforce development boards to discuss promising approaches for a sustainable Bay Area tech apprenticeship network. Subrecipient will bring relevant stakeholders to the table, facilitate meetings, and summarize outcomes and agreements in furtherance of a Bay Area apprenticeship approach.

Subrecipient and partners will continue to build on the existing communication infrastructure to coordinate, engage, and continuously strengthen the stakeholder network. Techniques and tools may include using research from the landscape analysis and other promising practices to enhance outreach materials for employers or setting up a contact database or platform for regular communication.

Summary of Best Practices Research

Using research and landscape analysis results to guide best practices for regional adoption of tech apprenticeships, Subrecipient and, perhaps, a research consultant will produce guidelines and best practices for building regional apprenticeships and apprenticeship pipelines.

RPI Project Lead

Subrecipient will provide project leadership for the RPI 3.0 project in the Bay-Peninsula RPU. Subrecipient will create and update project work plans and will lead all efforts to create and manage events, such as convenings, meetings, or larger network building efforts. Subrecipient will lead all communication activities with project partners and other stakeholders. In addition, Subrecipient will perform the following duties:

- Provide overall project management to achieve project deliverables and goals
- Compile and coordinate submission of required monthly/quarterly reports
- Lead project planning efforts
- Coordinate fulfillment of grantor requirements including reporting
- Lead communication with grantor
- Disseminate grantor information and instructions
- Attend grantor meetings
- Coordinate and manage required monitoring by grantor
- Provide technical assistance to WDBs for compliance and improved performance
- Provide transparency in expenditures and reporting

II. REPORTING AND DATA COLLECTION REQUIREMENTS

A. Subrecipient Responsibilities

Subrecipient is expected to maintain complete fiscal and accounting records including, but not limited to, backup documentation of all contract expenditures and demonstration of acceptable accounting methods to allocate costs. All records relating to this program are subject to review

and monitoring by NOVA and the State of California and shall be made available upon request.

Financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained for a period of three years from the date of submission of the final expenditure report.

III. PROGRAM COORDINATION

1. Luther Jackson shall be the Program Manager for the City and shall render overall supervision of the progress and performance of this Agreement by City. All services agreed to be performed by City shall be under the overall direction of the Program Manager.
2. Subrecipient shall assign a Coordinator who shall have overall responsibility for the progress and execution of this Agreement. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Coordinator, Subrecipient shall notify City immediately of such occurrence. Subrecipient Coordinator and staff will fully cooperate with City relating to this Agreement.

IV. NOTICES

All notices or correspondence required or contemplated by this Agreement shall be sent to the respective parties at the following addresses:

City: Luther Jackson, Program Manager
NOVA
505 West Olive Ave., Suite 550
Sunnyvale, CA 94086
Telephone: (408) 730-7832
Email: ljackson@novaworks.org

Subrecipient: Krysti Specht
Senior Community Development Specialist
Office of Economic and Workforce Development
One South Van Ness, Fifth Floor
San Francisco, CA 94103
Telephone: (415) 701-4848
Email: Krysti.Specht@sfgov.org

Nothing contained herein shall be construed to prohibit the parties from communicating by the most expedient method available, whether by commercial courier, facsimile, or by electronic means. However, for purposes of providing official notification and/or documentation as required in this Agreement, the sending party assumes full responsibility and the burden of proof for the completed transmission if the documents or notification are sent by means other than certified, first class mail through the United States Postal Service.

SPECIAL PROVISIONS

S1 INSUFFICIENT FUNDING

In the event that the U.S. Department of Labor or the Governor of the State of California fails to provide sufficient funding for implementation of the entire services as set forth herein, the amount set forth in this Agreement shall be reduced and the program shall be reduced proportionately. City shall endeavor to provide a minimum of thirty (30) days notice in the event of reduced funding.

S2 ENTIRE AGREEMENT

This Agreement, its attachments and references cited herein fully express all understandings of the parties concerning the matters covered herein. No addition to or alteration of the terms of this Agreement, and no other Agreements of the parties or their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement duly approved and executed by the parties' authorized representative(s).

S3 PROCEDURE TO MODIFY THE AGREEMENT

Subrecipient shall submit its request for changes in writing to the City's Program Manager as identified in Exhibit A. Such modification requests must include a summary of the proposed revisions and justification for each.

S4 INDEMNIFICATION

Subrecipient shall defend, indemnify, and hold harmless City, its officers, employees, agents and volunteers from and against any claims, losses, injuries, suits, actions or judgments and from any and all liability for any and all claims, losses, injuries, suits, actions or judgments filed or brought by any and all persons because of or arising or resulting from, or in connection with any negligent act, omission or willful misconduct by Subrecipient, or its officers, employees, agents or representatives. Subrecipient further agrees to reimburse City for all costs, reasonable attorneys' fees, expenses and liabilities incurred in any legal action arising out of any obligation of Subrecipient to be performed under this Agreement or arising from any negligence or willful misconduct of Subrecipient, its officers, employees, agents or representatives. Nothing in this section shall be construed to prohibit apportionment of liability, damages and related defense costs as between Subrecipient and City for third-party claims in accordance with applicable provisions of California law. City shall notify Subrecipient of any third-party claims related to this Agreement within thirty (30) days of receipt, however, failure to provide such notice shall not operate to waive Subrecipient's obligations under this Section.

S5 LEGAL RELATIONSHIP

- 5.1 It is understood and agreed that Subrecipient is an independent contractor and that no relationship of employer-employee exists between the parties hereto; that Subrecipient shall not be entitled to any benefits available to employees of City; that City is not required to make any deductions from the compensation payable to Subrecipient under the provisions of this Agreement; that as an independent contractor, Subrecipient thereby holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed that Subrecipient has no authority to act for or on behalf of City other than acting as Subrecipient in carrying out and performing the terms of the Agreement.
- 5.2 The Federal Government and the State of California are not parties hereto and no legal liability on the part of the federal or state government is implied under the terms and conditions of this Agreement; any liabilities, legal actions or disputes as may arise under this Agreement are between the City and Subrecipient.
- 5.3 All powers not explicitly vested in the Subrecipient by this Agreement remain with City.
- 5.4 Subrecipient, without additional expense to City, shall be responsible for obtaining any necessary licenses and permits, and for complying with any applicable federal, (including OSHA) state and municipal laws, codes and regulations. Subrecipient shall be similarly responsible for all damages to persons or property that occur as a result of Subrecipient fault or negligence. Subrecipient shall take adequate precautions to protect the work, the workers, the public, and the property of others. Failure to do so shall place Subrecipient in default of the terms of this Agreement.
- 5.5 If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.
- 5.6 In no event shall any payment by City hereunder constitute or be construed to be a waiver by City of any breach of covenants or conditions of this Agreement or any default which may then exist on the part of the Subrecipient. The making of any such payment shall not prejudice any right or remedy available to City with respect to such breach or default.
- 5.7 In no event shall a waiver by City of any of the provisions herein invalidate the remainder of the Agreement.

S6 CONFLICT OF INTEREST

Subrecipient shall maintain a written code of standards. The Subrecipient will insure that no actual or apparent conflict of interest shall occur relative to the performance of this Agreement.

S7 PERSONNEL

- 7.1 Subrecipient represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or be deemed thereby to have any contractual relationship with City.
- 7.2 All of the services hereunder will be performed by Subrecipient or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

S8 INTELLECTUAL PROPERTY8.1 Federal Funding

If this Agreement is funded in whole or in part by the federal government, City may acquire and maintain the intellectual property rights, title, and ownership which result directly or indirectly from the Agreement, except as provided in 37 CFR Part 401.14. However, pursuant to *Uniform Guidance* 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900, the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such intellectual property in any manner for governmental purposes and to permit others to do so.

8.2 Ownership

a. Except where City has agreed in a signed writing to accept a license, City shall be and remain without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subrecipient or City and which result directly or indirectly from this Agreement.

b. For the purposes of this Agreement, intellectual property means recognized protectable rights and interest such as: patents (whether or not issued), copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, oral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, goodwill, any data or information maintained, collected or stored in the ordinary course of business by City, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(1) For the purposes of the definition of intellectual property, "works" means all literary works, writings and printer matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sounds recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of

expression. It includes preliminary and final products and any materials and information developed for the purpose of producing those final products. "Works" does not include article submitted to peer review or reference journals or independent research projects.

- c. In the performance of this Agreement, Subrecipient may exercise and utilize certain of its intellectual property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Subrecipient may access and utilize certain of City's intellectual property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Subrecipient shall not use any of City's intellectual property now existing or hereafter existing for any purposes without the prior written permission of City. Except as otherwise set forth herein, neither the Subrecipient nor City shall give any ownership interest in nor rights to its intellectual property to the other party. If, during the term of this Agreement, Subrecipient accesses any third-party intellectual property that is licensed to City, Subrecipient agrees to abide by all license and confidentiality restrictions applicable to City in the third party's license agreement.
- d. Subrecipient agrees to cooperate with City in establishing or maintaining City's exclusive rights in the intellectual property and in assuring City's sole rights against third parties with respect to the intellectual property. If the Subrecipient enters into any agreements or subcontracts with other parties in order to perform this Agreement (other than for customized or on-the-job training), Subrecipient shall require the terms of the agreement(s) to include all intellectual property provisions of this Agreement.
- e. Subrecipient further agrees to assist and cooperate with City in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce City's intellectual property rights and interests.

8.3 Retained Rights/License Rights

- a. Except for intellectual property made, conceived, derived from, or reduced to practice by Subrecipient or City and which result directly or indirectly from this Agreement, Subrecipient shall retain title to all of its intellectual property to the extent such intellectual property is in existence prior to the effective date of this Agreement. Subrecipient hereby grants to City, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Subrecipient's intellectual property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the intellectual property as set forth herein.
- b. Nothing in this provision shall restrict, limit, or otherwise prevent Subrecipient from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Subrecipient's use does not infringe the patent, copyright, trademark rights, license or other intellectual property rights of City or third party, or result in a breach or default of any provisions of this section of Agreement or result in a breach of any provisions of law relating to confidentiality.

8.4 Copyright

a. Subrecipient agrees that for purposes of copyright law, all works of authorship made by or on behalf of Subrecipient in connection with Subrecipient's performance of this Agreement shall be deemed "works made for hire." Subrecipient further agrees that the work of each person utilized by Subrecipient in connection with the performance of this Agreement will be a "work made for hire." Subrecipient shall enter into a written Agreement with any such person that: (i) all work performed for Subrecipient shall be deemed a "work made for hire" under the Copyright Act, and (ii) that person shall assign all right, title, and interest to City to any work product made, conceived, derived from, or reduced to practice by Subrecipient or City and which results directly or indirectly from this Agreement.

b. All materials, including but not limited to computer software and visual works or text, reproduced or distributed pursuant to this Agreement that include intellectual property made, conceived, derived from, or reduced to practice by Subrecipient or City and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from City.

8.5 Patent Rights

With respect to inventions made by Subrecipient in the performance of this Agreement, which did not result from research and development specifically included in Subrecipient's scope of work, Subrecipient hereby grants to City a license for devices or materials incorporating or made through the use of such inventions. If such inventions result from research and development work specifically included within the Subrecipient's scope of work, then Subrecipient agrees to assign to City, without additional compensation, all its right, title, and interest in and to such inventions and to assist City in securing United States and foreign patents with respect thereto.

8.6 Third-Party Intellectual Property

Except as provided herein, Subrecipient agrees that its performance of this Agreement shall not be dependent upon or include any intellectual property of Subrecipient or third party without first: 1) obtaining City's prior written approval; and 2) granting to obtaining for City, without additional compensation, a license of any of Subrecipient's or third-party's intellectual property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and City determines that the intellectual property should be included in or is required for Subrecipient's performance of the Agreement, Subrecipient shall obtain a license under terms acceptable to City.

8.7 Warranties

a. Subrecipient represents and warrants that:

- 1) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- 2) Neither Subrecipient's performance of this Agreement, nor the exercise by either party of the rights grant in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the intellectual property made, conceived, derived from,

- or reduced to practice by Subrecipient or City and which result directly or indirectly from this Agreement will infringe upon or violate any intellectual property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by any state, the United States, or any foreign country.
- 3) Neither Subrecipient's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - 4) It has secured and will secure all rights and licenses necessary for intellectual property including but not limited to consents, waivers or releases from all authors of music or performances used, and talent (radio, televisions and motion picture talent), owners of any interest in and to real estate, site locations, property or props that may be used or shown.
 - 5) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights grant to City in this Agreement.
 - 6) It has appropriate systems and controls in place to ensure that state and federal funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - 7) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Subrecipient's performance of this Agreement.
- b. City makes no warranty that the intellectual property resulting from this Agreement does not infringe upon any patent, trademark, copyright or the like now existing or subsequently issued.

8.8 Intellectual Property Indemnity

a. Subrecipient shall indemnify, defend and hold harmless City and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products ("indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with to any thereof), whether or not rightful, arising from any and all actions of claims by any third party or expenses related thereto (including but not limited to all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action or proceeding commenced or threatened) to which any of the Indemnities may be subject, whether or not Subrecipient is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Subrecipient pertaining to intellectual property; or (ii) any intellectual property infringement, or any other type of actual or alleged infringement claim, arising out of City's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the intellectual property made, conceived, derived from, or reduced to practice by Subrecipient or City and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Agreement. City reserves the right to

participate in and/or control, at Subrecipient's expense, any such infringement action brought against City.

b. Should any intellectual property license by the Subrecipient to City under this Agreement become the subject of an intellectual property infringement claim, Subrecipient will exercise its authority reasonably and in good faith to preserve City's right to use the licensed intellectual property in accordance with this Agreement at no expense to City. City shall have the right to monitor and appear through its own counsel (at Subrecipient's expense) in any such claim or action. In the defense or settlement of the claim, Subrecipient may obtain the right for City to continue using the license intellectual property or replace or modify the licensed intellectual property so that the replaced or modified intellectual property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed intellectual property. If such remedies are not reasonably available, City may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation or any other rights and remedies available at law or in equity.

c. Subrecipient agrees that damages alone would be inadequate to compensate City for breach of any term of these intellectual property provisions of this Section by Subrecipient. Subrecipient acknowledges City would suffer irreparable harm in the event of such breach and agrees City shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or imitation of any other rights and remedies available at law or in equity.

8.9 Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

S9 SUBCONTRACTING/ASSIGNMENT

9.1 Subrecipient's duties under this Agreement shall not be delegated by Subrecipient nor shall any of the work or services to be performed hereunder be subcontracted out to third parties without the prior, written consent of the City. Third-party subcontractors identified in this Agreement shall be deemed to have been approved by City. Subrecipient shall perform oversight of such third-party subcontractors to ensure compliance with WIOA regulations, including requirements related to confidentiality, records retention, allowable costs, and other requirements applicable to this program.

S10 COMPLAINTS/GRIEVANCES

Subrecipient shall follow the City's policies and procedures for resolving any complaints and/or grievances arising in connection with an alleged violation of the grant, or other Agreements.

S11 PUBLIC ACCESS TO RECORDS

As a condition of receiving WIOA (Workforce Innovation and Opportunity Act) funds, the independent auditor or monitor of the City, the State of California Employment Development Department auditors, investigators, and monitors, and the Department of Labor, Comptroller General of the United States or their duly authorized representatives shall at all times during the Agreement term and for a period of three years thereafter have the right of access to any books, documents, papers, financial statements and records (including computer records) of the Subrecipient which are directly pertinent to charges under this Agreement to assure compliance with the terms of the Agreement and the WIOA statutes, regulations, and directives, and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Subrecipient's personnel with knowledge of the records and financial statements for the purpose of interviews and discussions related to documents and services provided under this Agreement.

S12 INSURANCE AND BONDS

Subrecipient shall procure and maintain insurance for the duration of the contract against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Subrecipient, its agents, representatives, or employees.

12.1 Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage and \$2,000,000 aggregate. ISO Occurrence Form CG 0001 is required.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
3. Workers' Compensation Statutory Limits and Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

12.2 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. The vendor shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

12.3 Other Insurance Provisions

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

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Subrecipient; products and completed operations of the Subrecipient; premises owned, occupied or used by the Subrecipient; or automobiles owned, leased, hired or borrowed by the Subrecipient. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Subrecipient's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not effect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Subrecipient's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.
6. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Subrecipient's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

12.4 Acceptability of Insurers

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

12.5 Verification of Coverage

Subrecipient shall furnish the City of Sunnyvale with an original Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.

The City will accept evidence of self-insurance from the Subrecipient that meets the above requirements.

12.6 Fidelity Bonds

If cash advances are part of the contract, a fidelity bond is required in an amount of \$100,000 or the highest estimated monthly expenditure, whichever is lower, covering any and all of City's officers and employees involved in the performance of the contract.

S13 FISCAL AND RECORDKEEPING RESPONSIBILITIES

- 13.1 Subrecipient shall comply with OMB CFR Chapter II, Part 200, et al., *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: Final Rule* and the Department of Labor's (DOL) exceptions at 2 CFR Chapter II, Part 2900 et al. and as hereafter amended relating to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.
- 13.2 Subrecipient shall maintain adequate administrative and accounting controls, personnel standards, evaluation procedures and other policies to promote the safe and effective use of funds provided by this Agreement.
- 13.3 Subrecipient shall submit reports of fiscal data in accordance with City's policies and procedures. For cost reimbursement Agreements, fiscal accounts shall be maintained in a manner sufficient to permit preparation of expense reports on an accrual basis as required by City and DOL. Such financial information reported must be taken directly or linked by worksheet to books of original entry and traceable to source documents. Subrecipient shall maintain a cost allocation plan for distribution of shared costs. Fiscal records must provide a clear audit trail.
- 13.4 Subrecipient shall separately account for WIOA funds on deposit. All funding under this agreement will be made by check or wire transfer for deposit in Subrecipient's bank account.
- 13.5 Under this Agreement Subrecipient shall use funds allocated exclusively for costs related to employment and training services as defined in Exhibit A, Program Design and Standards.
- 13.6 Subrecipient shall not be allowed to recover costs incurred before and after the term of this Agreement.
- 13.7 All records pertaining to this Agreement shall be retained for five (5) years from the date of City's final expenditure report except when audit has not been completed or audit findings have not been resolved. In such cases, the pertinent records must be maintained until audit is completed and audit findings resolved. Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

- 13.8 For any Agreement in which unexpended funds resulting from cash advances remain upon completion or termination of this Agreement, Subrecipient shall return such funds to the City within sixty (60) days of the termination of Agreement.
- 13.9 Subrecipient shall account for any income received deemed as Program Income and utilize said income in accordance with that same section. For public or private non-profit agencies, this shall include any revenues in excess of costs. These funds may be retained by the Subrecipient to underwrite additional training or training related services pursuant to the Agreement and/or grant which generated them as approved by City; or the funds shall be returned to City. Fiscal records must provide a clear audit trail for expenditures incurred and costs relative to additional training or services to be provided by appropriate cost category.

S14 PROPERTY MANAGEMENT

- 14.1 The Subrecipient must obtain City's approval prior to charging this Agreement for any portion of the cost of the following:
- The purchase of property with a per-unit single cost totaling \$5,000 or more.
 - The purchase, rent, licensing, maintenance fee, or subscription of information-technology applications/software/services with a per-unit single or cumulative cost totaling \$5,000 or more within a twelve-month period.
- The Subrecipient shall consult with the City prior to disposing of equipment purchased with WIOA funds.
- 14.2 The Subrecipient shall allow the City to make on-site verification that authorized non-expendable property has been purchased and is being used for the purposes of this Agreement. Subrecipient must maintain accurate inventory records of all equipment purchased with federal funds.
- 14.3 Subrecipient shall maintain an audit trail showing the acquisition and disposition of all non-expendable property. Such records shall be retained for a period of three (3) years after the final disposition of the property.
- 14.4 Funds provided under the Agreement shall not be used for the purchase of real property or options to purchase.

S15 RIGHT TO REALLOCATE FUNDS

- 15.1 City will monitor Subrecipient's expenditures monthly under this Agreement and may reallocate funds in the event Subrecipient is not making adequate progress toward budget goals, per Exhibit D of this Agreement.
- 15.2 City will provide Subrecipient with no less than thirty (30) days written notification of its intent to reallocate funds. Subrecipient shall have opportunity to respond and offer any views and recommendations within the 30-day notification period. City is not bound to accept Subrecipient's views and/or recommendations with respect to the intended reallocation.

S16 REPORTS

- 16.1 Subrecipient shall prepare and submit all required documents and reports as specified by the City. In addition, special reports necessary for program operation and evaluation may be required.
- 16.2 Subrecipient shall submit a monthly performance report, within 10 days of the end of a month, to City. This report shall reflect current performance to plan information, note any areas of concern or problems, and include any other information as appropriate to the performance of the services under this Agreement.

S17 TERMINATION OF AGREEMENT

This Agreement may be terminated in whole or in part under the following circumstances:

17.1 Termination for Convenience

In the event that either the Subrecipient or the City determines that continuation of this Contract would not be in its best interests, this Agreement may be terminated in whole or in part by either party. Termination shall be effected by delivery to the Subrecipient or City of a Notice of Termination. Such notice shall be delivered a minimum of 30 days prior to the effective date of termination, which shall be specified in the notice. Subrecipient shall be compensated pursuant to the terms of this Agreement for all funds earned up to the point of termination.

17.2 Termination for Cause

City may terminate this Agreement when it has determined that Subrecipient has failed to provide any of the services specified or to comply with any of the provisions contained in this Agreement. City will notify the Subrecipient of such unsatisfactory performance in writing. Subrecipient will correct the deficiencies within the timeframe provided by City or the Agreement terminates. In the event of such termination, City shall be liable for payment only for such services as were satisfactorily rendered prior to the effective date of the termination.

17.3 Insufficient Funding

Under conditions of reduced funding, the City reserves the right to immediately terminate this Agreement.

S18 SUSPENSION OF FUNDS

City may suspend payments to Subrecipient under the following circumstances:

- 18.1 Failure to comply in any respect with either the terms and/or conditions of this Agreement.

- 18.2 Submittal by Subrecipient of reports which are incorrect or incomplete in any substantial and material respect.
- 18.3 Failure of Subrecipient to accept any additional conditions that may be required by law, by executive order, by regulation, or by other policy announced by DOL or the State at any time.

S19 WITHHOLDING OF PAYMENTS/REIMBURSEMENTS

Notwithstanding any other provision of this Agreement, City may elect not to make a particular payment under this Agreement if:

- 19.1 Subrecipient, with or without knowledge, shall have made any misrepresentation of a substantial and material nature with respect to any information furnished to City;
- 19.2 There is pending litigation with respect to the performance by Subrecipient of any of its duties or obligations hereunder which may jeopardize or adversely affect carrying out the project, including any court action or proceeding involving the Federal Bankruptcy Act or assignment for benefit of creditors;
- 19.3 Subrecipient is in default under any provision of this Agreement.

S20 DISPUTES

- 20.1 The Subrecipient agrees to use best efforts to resolve disputes arising from this Agreement by administrative processes and negotiations in lieu of litigation. Subrecipient agrees to continue performance unless impasse declared.
- 20.2 Any dispute concerning a question of fact or the resolution of costs arising under this Agreement which is not settled by informal means shall be decided by the City's Program Manager. A written decision will be mailed or otherwise furnished to the Subrecipient, in accordance with City's procedures.
- 20.3 Subrecipient shall have access to the City's Grievance Procedures for the resolution of any complaints or issues not resolved informally.

S21 DISALLOWED COSTS

Except to the extent that the City determines it will assume liability, Subrecipient will be liable for and will repay to City, or deduct from a future Request for Payment, any amounts expended under this Agreement found not to be in accordance with WIOA including, but not limited to, disallowed costs. Such repayment will be from funds (non-federal) other than those received under WIOA. Any such sum shall be deemed delinquent which remains unpaid thirty (30) days following written demand by City for payment.

S22 PAYMENT TO SUBCONTRACTOR

City will pay Subrecipient for the performance of its services and duties as specified in the Agreement. Payment shall be for allowable costs actually incurred by Subrecipient pursuant to the Agreement during its period of performance.

S23 PROGRAM AGENT POLICIES AND PROCEDURES

23.1 Subrecipient shall comply with City's policies and procedures, and any directive or other bulletin issued which clarify or modify City policies and procedures.

23.2 If the Subrecipient conducts eligibility determination, Subrecipient shall assure that only eligible participants are enrolled in the program funded under this Agreement. Failure of this condition shall entitle City to recovery of disallowed costs incurred by any ineligible participant.

S24 AUDIT REQUIREMENTS

24.1 Non-Federal subrecipients that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR Part 200.514, except when they elect to have a program-specific audit. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant Agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with 200.507. Subrecipient shall submit a copy of its audit report to the City within 30 days of receipt of the audit report or within nine months of the end of the audit period, whichever is earlier. If this Agreement is for goods or services provided as a contractor, Subrecipient is not subject to these audit requirements.

S25 RECEIPT OF ADDITIONAL FUNDS

Subrecipient shall report any additional or unexpected funds received in conjunction with the services provided under the terms of this Agreement to the City upon receipt of such funds or notification of award of such funds.

S26 ATTORNEY'S FEES AND COSTS

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover all legal costs and reasonable attorney's fees incurred in bringing such an action, whether such action is resolved by adjudication, arbitration or settlement.

S27 INCIDENT REPORTING

Subrecipient shall establish appropriate internal procedures to prevent and detect fraud, abuse, and other criminal activity relative to WIOA-funded activities and services. Any such incidents detected shall immediately be reported to City's Manager of Job Seeker

Services, or in her absence, City's Director of NOVA Workforce Services. Internal procedures must be in writing and include the designation of a person on the subrecipient's staff who will be responsible for such notifications.

S28 SALARY AND BONUS LIMITATIONS

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006 shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II (note: \$197,300 as of 1/20), except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to contractors providing goods and services as defined in *Uniform Guidance* 2 CFR Part 200 and Part 2900. The incurrence of costs and receiving reimbursement for these costs under this award certifies that your organization has read the above special condition and is in compliance.

ASSURANCES AND CERTIFICATIONS

1. The Subrecipient assures and certifies that it will in performing its responsibilities as a subrecipient under this Agreement hereby fully comply with the provisions of:

- **The Workforce Innovation and Opportunity Act of 2014 (WIOA);**
- The Office of Management and Budget (OMB) *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: Final Rule*, at 2 Code of Federal Regulations (CFR) Chapter II, Part 200, et al; and the Department of Labor's (DOL) exceptions at 2 CFR Chapter II, Part 2900 et al; and
- All regulations, legislation, directives, policies, procedures and amendments issued pursuant hereto.

Other Requirements:

- All State legislation and regulations to the extent permitted by federal law and all policies, directives, and/or procedures which implement the WIOA.
- The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to DOL job training programs.

2. NONDISCRIMINATION

Subrecipient assures and certifies it will comply with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which states that no individual in the United States may, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in any WIOA Title I—financially assisted program or activity, be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any WIOA Title I—funded program or activity.
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- Subrecipient shall also comply with *Uniform Guidance* 2 CFR Part 200 and Part 2900 and all other regulations implementing the laws listed above.

Subrecipient agrees to comply with the Americans with Disabilities Act (ADA) of 1990, as well as all applicable regulations and guidelines issued pursuant to ADA (42 USC 12101 et seq).

Subrecipient shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

3. CONFIDENTIALITY

The City, State of California, and Subrecipient will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the California Department of Corrections and Rehabilitation, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, and the Department of Alcohol and Drug Programs.

City and Subrecipient agree that:

- a. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- c. The Subrecipient agrees that information obtained under this Agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this Agreement.
 - 1) Aggregate Summaries: All reports and/or publications developed by the Subrecipient based on data obtained under this Agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
 - 2) Publication: Prior to publication, Subrecipient shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variable should be recorded in order to protect confidentiality.
 - 3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- d. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.

- e. The Subrecipient shall notify City's designated data security representative (see below) by telephone of any actual or attempted information security incidents within 24 hours of initial detection. Information security incidents include but are not limited to any event (intentional or unintentional) that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets. Subrecipient shall cooperate with City in any investigation of security incidents. The system or device affected by an incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If Subrecipient learns of a breach in the security of the system which contains confidential data obtained under this Agreement, then Subrecipient must provide notification to individuals pursuant to Civil Code Section 1798.82.
- f. The Subrecipient shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Agreement. This shall include but is not limited to security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of files; and the prevention, detection, and minimization of water damage.
- g. At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are full encrypted.
- h. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure found in section 1798.55 of the Civil Code, section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, state and federal laws.
- i. Each party shall (where appropriate) store and process information in electronic format in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- j. Each party shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- k. If the Subrecipient enters into an Agreement with a third party to provide services, Subrecipient agrees to include these data and security and confidentiality requirements in the Agreement with the third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
- l. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the following are those individuals:

For the City:

Cindy Stahl, Manager of Job Seeker Services, (408) 730-7236

For the Subrecipient:

Charles MacNulty, Data & Performance Manager, (415) 701-4848

4. Subrecipient makes the following further assurances and certifications:
 - a. Subrecipient certifies, by executing this Agreement, that neither it nor its principals are listed on the government-wide Excluded Parties List System in the System for Award Management (SAM). The list in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.
 - b. Subrecipient, by signing this Agreement, does swear under penalty of perjury that it has not failed to satisfy any major condition in a current or previous agreement with the Department of Labor, State of California, or City and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
 - c. Subrecipient certifies, by executing this Agreement, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8355) and will provide a drug-free workplace by taking the following actions:
 - 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - 2) Establish a Drug-Free Awareness Program as required to inform employees about all of the following:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the person's or organization's policy of maintaining a drug-free workplace;
 - (c) any available counseling, rehabilitation, and employee assistance programs; and
 - (d) penalties that may be imposed upon employees for drug abuse violations.
 - 3) Provide that every employee who works on the proposed Agreement:
 - (a) will receive a copy of the Subrecipient's drug-free statement; and
 - (b) will agree to abide by the terms of the Subrecipient's statement as a condition of employment on the Agreement.
 - d. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646), which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

- e. It will comply with the provisions of the Hatch Act, which limits the political activity of certain State and local government employees as appropriate.
- f. It will comply with the requirements that no program under the Act involve political activities.
- g. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- h. Subrecipient certifies that this agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor to any institution controlled by same. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship. In addition, the employment or training of participants in sectarian activities is prohibited.
- i. Funds provided through this Agreement shall only be used for activities that are in addition to those which would otherwise be available in the area in the absence of such funds.
- j. If the amount of the Agreement exceeds \$100,000, the Subrecipient hereby assures and certifies to the lobbying restrictions at *Uniform Guidance* 2 CFR Part 200 and 2 CFR Part 2900:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement over \$100,000.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance is placed when entering into this Agreement and is a prerequisite for entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- k. Subrecipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
- l. If the amount of the Agreement exceeds \$150,000, the Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7471q), and the Federal Water Pollution Control Act as amended (33 USC 1251-1387).
- m. If Subrecipient is a corporation, certifies it is registered with the Secretary of State of the State of California.
- n. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theatre on or after August 5, 1964, and on or before May 7, 1975, assuring adequate training and employment opportunities for such veterans in its programs.
- o. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration Facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeship occupations.
- p. It possesses legal authority to apply for the subaward; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. Documentary proof of the action authorizing the Subrecipient to apply for the subaward shall be provided to the City upon demand.
- q. Appropriate standards for health and safety in work and training situations will be maintained.
- r. It will provide workers' compensation protection to participants in on-the-job training or work experience, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, employees is provided through a self-insurance system, coverage of any participants shall also be provided through that system. Where participants are employed or engaged in any program where others are similarly employed and not covered by an applicable workers' compensation statute, participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute.

- s. Institutional skill training and training on-the-job shall only be for occupations in which the City has determined there is reasonable expectation for employment.
- t. Standards and procedures with respect to the awarding of academic credit and certifying educational attainment in programs conducted under said title shall be consistent with the requirements of applicable State and local law and regulation.
- u. No program shall impair existing contracts for services or collective bargaining agreements, unless the employer and the labor organization concur in writing with respect to any elements of the proposed activities which affect such Agreement, or either such party fails to respond to written notification requesting its concurrence within 30 days of receipt of notification. In addition, no funds awarded under this Agreement shall be used to assist, promote, or deter union organizing.
- v. No participant shall be employed or job opening filled (A) when any other individual is on layoff from the same or any substantially equivalent job, or (B) when the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this grant.
- w. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
- x. No participant who is engaged in this program may be charged a fee for placement or referral services.
- y. No funds awarded under this Agreement shall be used to encourage or induce the relocation of an establishment or part thereof, which results in a loss of employment for any employee at the original location.
- z. Subrecipient shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

BUDGET

The Subrecipient will be reimbursed for program costs and activities conducted within the scope of this Agreement. The budget under this Agreement shall not exceed a total of \$160,000 as detailed below.

Budget Line Item	Project Lead	Implementation	Total
Salaries and Benefits	\$20,000	\$139,000	\$159,000
Travel	0	1,000	1,000
Total	\$20,000	\$140,000	\$160,000

Any changes requested for the budget shall be submitted by written request to the City and are subject to City's written approval.

Accrued expenditures (not yet paid) must be reported monthly on the Request for Payment.

METHOD OF PAYMENT

This Agreement is a cost reimbursement Agreement. Reimbursement for 100% of program costs and activities can be invoiced as completed on a monthly basis using the Request for Payment form enclosed with this Agreement. Requests shall be submitted by the 15th of the month following the month for which reimbursement is being requested.

Documentation of all expenditures consisting of general ledger printouts and supporting documentation of cost allocation must be submitted with each payment request. Failure to submit required documentation and forms may cause a delay in payment.

Regional Plan Implementation/Slingshot 3.0 (RPI 3.0) Award Announcements

The California Workforce Development Board and the Labor and Workforce Development Agency are pleased to announce that the following projects have been awarded for the RPI 3.0.

Awardees:

Regional Planning Unit	Amount
Bay Peninsula	\$400,000
Capital	\$400,000
Coastal	\$248,976
East Bay	\$399,300
Inland Empire	\$400,000
Los Angeles Basin	\$400,000
Middle Sierra	\$245,000
North Bay	\$325,000
North Coast	\$325,000
North State	\$400,000
Orange	\$325,000
San Joaquin Valley	\$400,000
Southern Border	\$400,000
Ventura	\$293,617

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NOTICE OF AVAILABILITY OF FUNDS



California Workforce Development Board
In Coordination with the
Employment Development Department

On behalf of the
California Labor and Workforce Development Agency

**Workforce Innovation and Opportunity Act
Regional Plan Implementation/SlingShot 3.0
Technical Assistance and Evaluation
Program Year Funding 2019/20**

Request for Applications (RFA)

January 2020

The California Workforce Development Board is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Special requests for services, aids, and special formats may be available by calling the California Workforce Development Board at (916) 657-1440. TTY users, please call the California Relay Service at 711.

**Workforce Innovation and Opportunity Act
Regional Plan Implementation/Slingshot 3.0
Technical Assistance and Evaluation
Request for Applications (RFA)**

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Section 1: Overview

A. Introduction

The Labor and Workforce Development Agency, the California Workforce Development Board (State Board) and the Employment Development Department (EDD) are pleased to announce the availability of up to \$130,000 in *Workforce Innovation and Opportunity Act* (WIOA) to select an agency to assess and evaluate the progress and impact of the State Board's Regional Plan Implementation/Slingshot 3.0 (RPI 3.0) investments and up to \$180,000 to select a Technical Assistance provider to provide training and technical assistance to the Regional Planning Units (RPUs) as they implement the regional plans and efforts funded by RPI 3.0.

B. Background

In 2014 the State Board embarked upon the SlingShot Challenge, an effort to accelerate income mobility through regional collaboration. Local Workforce Boards developed SlingShot regions to work with industry, education, workforce and economic development leaders to identify and solve regional employment challenges. The federal WIOA gave statutory relevance to the SlingShot initiative requiring States to designate RPUs aligned with regional labor markets and requiring regional workforce plans to facilitate the implementation of sector strategies, the coordination and alignment of service delivery systems, the pooling of administrative costs, and the collective development of shared strategies among regionally organized Local Boards. To support the implementation of the regional plans, the State Board funded: Regional Organizers in each region to support ongoing efforts to enhance collaboration of regional workforce leaders and implement the Regional Plans; Regional Training Coordinators to ensure that the staff and partners involved in the regional workforce system receive training and professional development; and Regional Plan Implementation grants to invest in the efforts of the RPUs to implement the goals and objectives of their regional plan. Regional Plan Implementation grants were funded in 2018, and 2019 and awards will soon be announced for 2020.

The purpose of the Regional Plan Implementation funding is to support the RPUs in their efforts to organize regional industry leaders and workforce, education and economic development partners to achieve scale and impact in implementing the three policy objectives of the California's Strategic Workforce Plan:

- Fostering “demand-driven skills attainment” in ‘high road’ jobs that are in demand. Workforce and education programs need to align program content with the state’s High Road Training Partnerships industry sector needs to provide California’s employers and businesses with the skilled workforce necessary to compete in the global economy.
- Enabling upward mobility for all Californians, including populations with barriers to

employment. Workforce and education programs need to be accessible for all Californians and ensure that everyone has access to a marketable set of skills and can access the level of education necessary to get a good job that ensures both long-term economic self-sufficiency and economic security.

- Aligning, coordinating, and integrating programs and services to economize limited resources to achieve scale and impact, while also providing the right services to clients, based on each client's needs and potentially unique needs, including any needs for skills-development.

Additionally, to support priority objectives the CWDB has designed the High Road Training Partnership (H RTP) and the High Road Construction Careers (HRCC) approach to model a sector strategy that can address critical issues of equity, job quality, and environmental sustainability. H RTPs are industry-based, worker-focused training partnerships that build skills for California's high road employer firms that compete based on quality of product and service achieved through innovation and investment in human capital and can thus generate family-supporting 'high road' jobs where workers have agency and voice. The recent RFA that was released to the 14 R PUs for RPI 3.0 grants included H RTP as an option to focus on.

To effectively evaluate and provide technical assistance to the 14 R PUs and the efforts explained above, in 2018 and 2019, the CWDB released Request for Applications to select organizations to evaluate the success of the initial Regional Plan Implementation/Slingshot investments through the use of interviews, focus groups, surveys and grantee data to qualitatively analyze innovation effectiveness and lessons learned, and to select a Technical Assistance provider to convene regions and provide expert advice, consultation, technical assistance, and support in the Regional Plan Implementation. The Evaluation Organization and Technical Assistance Provider selected under this RFA will build on what has occurred from the beginning and continues under the current round of RPI 3.0 grant funds.

C. Evaluation Model

There is up to \$130,000 available to select an organization to evaluate the Governor's investment in Regional Plan Implementation and the evaluation model will focus on qualitative and quantitative data to assess the success of the investment in developing: regional partnerships; regional career pathway programs that result in placement of populations with barriers to employment in quality jobs; and regional administrative efficiencies and decision making. The Evaluator will collectively work with the State Board to develop a work plan, timeline, interim deliverables, and co-produce a final report with policy recommendations based on findings. The Evaluator will also work with the R PUs, the Regional Organizers and the RPI 3.0 Technical Assistance Provider to evaluate the effectiveness and success of Regional Plan

Implementation efforts, identify lessons learned, and make recommendations for future investments.

The RPI 3.0 Evaluator should have the following minimum qualifications:

- Experience working with the broader workforce system including local boards, community based organizations, training providers, and workforce intermediaries; preferably with a background in social justice advocacy;
- Accredited and published applied qualitative research.
- Experience working with economic development initiatives, including employer-led sector strategies and employer engagement strategies;
- Comprehensive understanding of the workforce system, publicly funded innovation initiatives, and public policy;
- Skill set of working with both public and private stakeholders;
- Evaluation program management

D. Technical Assistance

There is up to \$180,000 available to select a Technical Assistance Provider to convene regional staff on a regular basis to share information and provide expert advice, consultation, technical assistance, and support in the regional plan implementation, with a specific focus on:

promoting job quality; expanding apprenticeships; strengthening sector strategies; aligning and unifying regional career pathways and business services; strengthening partnerships; promoting strategies to ensure success of individuals with barriers to employment; supporting professional development for workforce staff and partners; and providing models and best practices to RPUs seeking to create administrative efficiency through development of regional policies. The policy objectives and examples of activities for the provision of technical assistance are:

- Providing expert advice, consultation, technical assistance, and support to RPU's to support the Regional Plan Implementation
- Providing professional development opportunities for Regional staff and facilitating Regional Organizing Exchanges and conference calls
- Promoting job quality and High Road principles
- Expanding and strengthening sector strategies and non-traditional apprenticeships
- Aligning and unifying regional business services
- Strengthening partnerships and promoting strategies to ensure success of individuals with barriers to employment
- Provide models and best practices to RPUs seeking to create administrative efficiency through development of regional policies

E. Allowable Use of Funds

The use of funds awarded in the RFA is governed by the WIOA and its associated federal regulations, state and federal directives, and the federal Office of Management and Budget (OMB) Guidance for Grants and Agreements (Uniform Guidance for Federal Awards 2 CFR Part 200). Appendices A through C describe the general requirements pertaining to these funds. Funds awarded under this RFA cannot be used to purchase real property or construct buildings. A maximum of 10% of the total project budget will be allowed for administrative costs. The definition of administrative costs is provided in Appendix A.

F. Eligible Applicants

Eligible applicants for this RFA include public and not for profit organizations, academic institutions, and private for-profit businesses that meet the minimum qualifications outlined in this RFA.

G. Funding

Funding under this RFA will be provided through the WIOA. All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law. The CWDB reserves the right to adjust the total number, duration, and amount of each grant award based upon the availability of funds.

Grant Awards

The State Board and EDD anticipate funding up to two grants; \$130,000 for Evaluation and \$180,000 for Technical Assistance for a duration of 17 months.

Note: The State Board and EDD reserve the option to add additional funds and/or extend grants for up to an additional 18 months with proven justification.

Section 2: Significant Dates

Table of significant events

Event	Date*
RFA Release	January 27, 2020
Q&A	Accepted and posted weekly to the State Board's website throughout the application process. All questions must be submitted prior to the final posting date.
All Applications Due	February 21, 2020
Award Announcement	March 15, 2020

**All dates after the final application submission deadline may be adjusted, without addendum to this RFA.*

Section 3: Application Submission Instructions

This RFA contains the requirements that applicants must meet in order to submit a responsive application. The RFA provides information regarding the format in which applications must be submitted, the documents to be included, the requirements that must be met to be eligible for consideration, and the applicants' responsibilities.

H. Deadline

The deadline for applications is **February 21, 2020, at 3 p.m. Pacific Time**
Late applications will not be accepted.

I. Application Submission

Applications must be submitted electronically to:

CWDBInfo@cwdb.ca.gov

All applications must be submitted as original documents* (not PDF) in one .ZIP File containing all required forms and using the following naming convention:

RPI3.0TA/EVAL_ApplicantOrganization_ProjectName

*Pages with wet signatures may be scanned and submitted as a PDF.

J. Questions

Questions regarding the instructions for this RFA may be sent to:

CWDBInfo@cwdb.ca.gov

Note “RPI 3.0 TA EVAL Question” in the subject line. Cumulative questions and answers will be posted to the CWDB [Regional Collaboration, Regional Plan Implementation](#) website under the Initiatives tab on a weekly basis until February 21, 2020.

Section 4: Application Requirements and Scoring

K. Required Application Content

This RFA has two applications, one for Evaluation and one for Technical Assistance. There are separate Exhibit D, Project Narrative and Project Team templates to choose from, complete either:

Exhibit D, Project Narrative and Project Team – Evaluation

or

Exhibit D, Project Narrative and Project Team – Technical Assistance

All applications must use 12-point font. Exhibit D, Project Narrative and Project Team page limit is 4 pages and answers should be responsive and concise. The page limit is inclusive of existing prompted questions and header.

All applications must adhere to the requirements in this section in order to be competitive, and must include all of the requested information, completed forms, and required attachments. **Applications that do not adhere to these requirements will be deemed non-responsive and not be reviewed or considered for funding. All forms must be included:**

Document Name/Description	Form Provided
Cover Page	YES
Exhibit D: Project Narrative and Project Team – Evaluation Exhibit D: Project Narrative and Project Team – Technical Assistance	YES
Exhibit E: Funding Expenditure Plan	YES
Exhibit F: Budget Summary	YES
Exhibit F2: Budget Narrative	YES

Exhibit G: Supplemental Budget	YES
Exhibit I: Work Plan	YES

L. Scoring

Applications will be reviewed and scored by a team of independent reviewers based on the Evaluation Rubrics as described in Table 1. The scoring value of each section of this RFA is also included in Table 1 and Table 2. Scoring will be ranked highest to lowest and will serve as the primary basis for making recommendations of funding amounts.

Table 1 – Application Rubric: RPI/Slingshot 3.0 EVALUATION

Section	Description	Points
Section 1, Project Narrative, Evaluation Project Narrative	<p>Exhibit D, Project Narrative and Project Team Section 1 describes the Project Narrative and must include:</p> <ul style="list-style-type: none"> ▪ Describe the organization’s experience evaluating workforce systems and/or regional initiatives. ▪ Describe the research design and suggested methodology that will be employed for this particular initiative. ▪ Provide an explanation of how the research design and qualitative methodology will address the innovative nature of the initiative. ▪ Provide an outline of the project and the project objectives as it pertains to the suggested design and methodology, including: assurances and/or self-identified outcomes, participant confidentiality, projected timeline, monthly and quarterly deliverables, interim written work, and final products. ▪ Complete Exhibit I Work Plan (will be scored in this section) 	45 points available for Evaluation Project Narrative
Section 2, Project Team, Evaluation Project Team	<p>Exhibit D, Project Narrative and Project Team Section 2 describes the Project Team and must include:</p> <ul style="list-style-type: none"> ▪ Identify the individual(s) and organizational affiliation(s) represented as the Evaluation team and his/her experience and qualifications in regards to: <ul style="list-style-type: none"> ○ Comprehensive understanding of the workforce system, publicly funded innovation initiatives, and 	45 points available for Evaluation Project Team

Section	Description	Points
	<ul style="list-style-type: none"> public policy; ○ Skill set of working with both public and private stakeholders; ○ Working with the broader workforce system including local boards, CBO’s, training providers, and workforce intermediaries as well if any members have a background in social justice advocacy; and ○ Evaluation of program management. <ul style="list-style-type: none"> ▪ Provide physical copies or accessible URL links to pertinent accredited and published applied qualitative research. 	
Budget Exhibits	<ul style="list-style-type: none"> ▪ Complete Budget Exhibits E, F, F2, and G 	10 points available for Budget
Total Points for Evaluation Application		Total of 100 points available

Table 2 – Application Rubric: RPI/Slingshot 3.0 TECHNICAL ASSISTANCE

Section	Description	Points
Section 1, Project Narrative, Technical Assistance	<p>Exhibit D, Project Narrative and Project Team</p> <p>Section 1 describes the Project Narrative and must include:</p> <ul style="list-style-type: none"> ▪ Describe the organization and experience in providing training and technical assistance to workforce development programs. ▪ List and describe the specific types of training and technical assistance the organization is proposing to provide to the RPUs. ▪ Describe the organization’s experience convening stakeholders and hosting workforce events. ▪ Describe the organization’s experience providing regional technical assistance, including employer engagement and sector strategies, ensuring services to individuals with barriers to employment, and creating shared/aligned 	45 points available for Technical Assistance Project Narrative

Section	Description	Points
	<p>policies and procedures.</p> <ul style="list-style-type: none"> ▪ Complete Exhibit I Work Plan (will be scored in this section) 	
<p>Section 2, Project Team, Technical Assistance Project Team</p>	<p>Exhibit D, Project Narrative and Project Team Section 2 describes the Project Team and must include:</p> <ul style="list-style-type: none"> ▪ Identify the individual(s) and organizational affiliation representing Technical Assistance and his/her experience and qualifications in regards to: <ul style="list-style-type: none"> ○ Comprehensive understanding of the workforce system, publicly funded innovation initiatives, and public policy; ○ Skill set of working with both public and private stakeholders; ○ Working with the broader workforce system including local boards, CBO's, training providers, and workforce intermediaries as well if any members have a background in social justice advocacy; and ○ Technical Assistance for regional projects/work. 	<p>45 points available for Technical Assistance Project Team</p>
<p>Budget Exhibits</p>	<ul style="list-style-type: none"> ▪ Complete Budget Exhibits E, F, F2, and G 	<p>10 points available for Budget</p>
<p style="text-align: center;">Total Points for Technical Assistance Application</p>		<p>Total of 100 points available</p>

APPENDIX A

Administrative Costs

Under the Workforce Innovation and Opportunity Act (WIOA), there is an administrative cost limit of ten percent. The following WIOA Title I function and activities constitute the costs of administration subject to the administrative cost limitation:

- a. The costs of administration are expenditures incurred by direct grant recipients, as well as local grant recipients, local grant sub recipients, local fiscal agents, and which are not related to the direct provision of WIOA services, including services to participants and employers. These costs can be both personnel and non-personnel and both direct and indirect.
- b. The costs of administration are the costs associated with performing the following functions:
 - (1) Performing the following overall general administrative functions and coordination of those functions under WIOA Title I:
 - i. Accounting, budgeting, financial and cash management functions
 - ii. Procurement and purchasing functions
 - iii. Property management functions
 - iv. Personnel management functions
 - v. Payroll functions
 - vi. Coordinating the resolution of findings arising from audits, reviews, investigations and incident reports
 - vii. Audit functions;
 - viii. General legal services functions;
 - ix. Developing systems and procedures, including information systems, required for these administrative functions; and
 - x. Fiscal agent responsibilities
 - (2) Performing oversight and monitoring responsibilities related to WIOA administrative functions.
 - (3) Costs of goods and services required for administrative functions of the program, including goods and services such as rental or purchase of equipment, utilities, office supplies, postage, and rental and maintenance of office space.
 - (4) Travel costs incurred for official business in carrying out administrative activities or the overall management of the WIOA system.
 - (5) Costs of information systems related to administrative functions (for example, personnel, procurement, purchasing, property management, accounting and payroll

systems) including the purchase, systems development and operating costs of such systems.

c. Additional guidance on costs:

- (1) Awards to sub recipients or contractors that are solely for the performance of administrative functions are classified as administrative costs.
- (2) Personnel and related non-personnel costs of staff that perform both administrative functions specified in paragraph (b) of this section and programmatic services or activities must be allocated as administrative or program costs to the benefitting cost objectives/categories based on documented distributions of actual time worked or other equitable cost allocation methods.
- (3) Specific costs charged to an overhead or indirect cost pool that can be identified directly as a program cost are to be charged as a program cost. Documentation of such charges must be maintained.
- (4) Except as provided at paragraph (c)(1) of this section, all costs incurred for functions and activities of sub recipients and contractors are program costs.
- (5) Continuous improvement activities are charged to administration or program category based on the purpose or nature of the activity to be improved. Documentation of such charges must be maintained.
- (6) Costs of the following information systems including the purchase, systems development, and operational costs (e.g., data entry) are charged to the program category:
 - i. Tracking or monitoring of participant and performance information.
 - ii. Employment statistics information, including job listing information, job skills information, and demand occupation information.
 - iii. Performance and program cost information on eligible providers of training services, youth activities, and appropriate education activities.
 - iv. Local Workforce Development Area performance information.
 - v. Information relating to supportive services and unemployment insurance claims for program participants.

- d. Where possible, entities identified in item (a) must make efforts to streamline the services in paragraphs (b) (1) through (5) of this section to reduce administrative costs by minimizing duplication and effectively using information technology to improve services.

APPENDIX B

Allowable Costs and Cost Items Matrix

An entity that receives funds under Title I of the Workforce Innovation and Opportunity Act (WIOA) is required to comply with the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements Final Rule (Uniform Guidance) ([2 CFR Part 200](#)) and Department of Labor (DOL) exceptions ([2 CFR Part 2900](#)). In general, to be an allowable charge under WIOA, a cost must meet the following criteria:

- a. Be necessary and reasonable for the performance of the award.
- b. Be allocable to the award.
- c. Conform to any limitations or exclusions set forth in the award.
- d. Be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the non-federal entity.
- e. Be accorded consistent treatment.
- f. Be determined in accordance with generally accepted accounting principles.
- g. Not be used to meet cost sharing or matching requirements of any other federally financed program (without prior approval from the State).
- h. Be adequately documented.

Below is a high-level cost items matrix with six columns. The first four columns identify cost items and various entity types. The remaining two columns are reserved for the specific Uniform Guidance sections and DOL exceptions (if applicable). It should be noted that the matrix is intended to be used as an initial tool or quick reference guide, rather than a final authority for making a determination of whether or not a cost would be considered allowable.

The legend key below along with the definitions is intended to help the user understand whether a cost item is allowable or not.

Legend Key	Legend Key Definition
A	Allowable
AP	Allowable with Prior Approval
AC	Allowable with Conditions
U	Unallowable
NS	Not Specified in the Uniform Guidance

If a cost item is denoted with two or more legend keys, users should delve further into the various information sources as they may provide the additional clarity that is needed. If this effort does not provide the necessary information, then the project manager or Regional Advisor should be contacted. The “NS” legend key means that information may not be readily available. In this event, other information sources should be sought out before attempting to contact the project manager or Regional Advisor.

The “AP” legend key means that, in some instances, prior written approval will be required. In this event, the user should adhere to the Uniform Guidance Section 200.407, DOL exceptions Section 2900.16, and contact their project manager or Regional Advisor.

Cost Item Matrix

	Cost Item	Educational Institutions	Non-Profit Organizations	State, Local and Indian Tribal Governments	Uniform Guidance Section	DOL Exception Section
1	Advertising and public relations	A/U	A/U	A/U	200.421	
2	Advisory councils	AC/U	AC/U	AC/U	200.422	
3	Alcoholic beverages	U	U	U	200.423	
4	Alumni/ae activities	U	NS	NS	200.424	
5	Audit services	AC/U	AC/U	AC/U	200.425	
6	Bad debts	U	U	U	200.426	
7	Bonding costs	A	A	A	200.427	
8	Collection of improper payments	A	A	A	200.428	
9	Commencement and convocation costs	AC/U	NS	NS	200.429	
10	Compensation – personal services	A/U	A/U	A/U	200.430	
11	Compensation – fringe benefits	A /U	A /U	A /U	200.431	
12	Conferences	A	A	A	200.432	
13	Contingency provisions	AC/U	AC/U	AC/U	200.433	2900.18
14	Contributions and donations	U	U	U	200.434	
15	Defense and prosecution of	AC/U	AC/U	AC/U	200.435	

	Cost Item	Educational Institutions	Non-Profit Organizations	State, Local and Indian Tribal Governments	Uniform Guidance Section	DOL Exception Section
	criminal and civil proceedings, claims, appeals, and patent infringement					
16	Depreciation	AC	AC	AC	200.436	
17	Employee health and welfare costs	A	A	A	200.437	
18	Entertainment costs	U/AP	U/AP	U/AP	200.438	
19	Equipment and other capital expenditures	AP/U	AP/U	AP/U	200.439	
20	Exchange rates	AP	AP	AP	200.440	
21	Fines, penalties, damages and other settlements	U/AP	U/AP	U/AP	200.441	
22	Fund raising and investment management costs	U/AP/A	U/AP/A	U/AP/A	200.442	
23	Gains and losses on disposition of depreciable assets	AC	AC	AC	200.443	
24	General cost of government	NS	NS	U/A	200.444	
25	Goods or services for personal use	U/AP	U/AP	U/AP	200.445	
26	Idle facilities and idle capacity	AC/U	AC/U	AC/U	200.446	
27	Insurance and indemnification	AC/U	AC/U	AC/U	200.447	
28	Intellectual property	A/U	A/U	A/U	200.448	
29	Interest	AC/U	AC/U	AC/U	200.449	
30	Lobbying	U	U	U	200.450	
31	Losses on other awards or contracts	U	U	U	200.451	

	Cost Item	Educational Institutions	Non-Profit Organizations	State, Local and Indian Tribal Governments	Uniform Guidance Section	DOL Exception Section
32	Maintenance and repair costs	A	A	A	200.452	
33	Material and supplies costs, including costs of computing devices	A	A	A	200.453	
34	Memberships, subscriptions, and professional activity costs	A/U	A/U	A/U	200.454	
35	Organization costs	U/AP	U/AP	U/AP	200.455	
36	Participant support costs	AP	AP	AP	200.456	
37	Plant and security costs	A	A	A	200.457	
38	Pre-award costs	AP	AP	AP	200.458	
39	Professional services costs	A	A	A	200.459	
40	Application costs	A	A	A	200.460	
41	Publication and printing costs	A	A	A	200.461	
42	Rearrangement and reconversion costs	A/AP	A/AP	A/AP	200.462	
43	Recruiting costs	A/U	A/U	A/U	200.463	
44	Relocations costs of employees	AC/U	AC/U	AC/U	200.464	
45	Rental costs of real property and equipment	AC/U	AC/U	AC/U	200.465	
46	Scholarships and student aid costs	AC	NS	NS	200.466	
47	Selling and marketing	U/AP	U/AP	U/AP	200.467	
48	Specialized service facilities	AC	AC	AC	200.468	

	Cost Item	Educational Institutions	Non-Profit Organizations	State, Local and Indian Tribal Governments	Uniform Guidance Section	DOL Exception Section
49	Student activity costs	U/AP	U/AP	U/AP	200.469	2900.19
50	Taxes	AC	AC	AC	200.470	
51	Termination costs	AC/U	AC/U	AC/U	200.471	
52	Training and education costs	A	A	A	200.472	
53	Transportation costs	A	A	A	200.473	
54	Travel costs	AC	AC	AP	200.474	
55	Trustees	A	A	NS	200.475	

APPENDIX C

Administrative Requirements

Awardees must adhere to the WIOA Title I requirements, the Office of Management and Budget's (OMB) Title 2 Code of Federal Regulations (CFR) Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule [Uniform Guidance](#) and OMB's Title 2 CFR Part 2900 (DOL Exceptions).

A. Monitoring and Audits

Awardees will be monitored and/or audited by the State, in accordance with existing policies, procedures, and requirements governing the use of WIOA funds. Awardees are expected to be responsive to all reviewers' requests, provide reasonable and timely access to records and staff, facilitate access to subcontractors, and communicate with reviewers in a timely and accurate manner.

If performance is insufficient, or program is not performing and making progress towards deliverables, the state will consider redirecting resources.

B. Record Retention

Awardees will be required to maintain project and fiscal records sufficient to allow federal, State, and local reviewers to evaluate the project's effectiveness and proper use of funds. The record retention system must include both original and summary (e.g., computer generated) data sources. Awardees will retain all records pertinent to this contract for a period of three years from the date of final payment on this contract [Uniform Guidance](#).

C. Reporting

Awardees must have the capability to report expenditures, participant, and outcome data to the State, in a manner that is timely, thorough, and accurate through the State's required reporting system: (CalJOBSSM). The State will provide training on how to use CalJOBSSM. See Appendix E for the State Reporting System Hardware and Software Requirements.

Awardees will be required to submit monthly financial and participant reports, data elements including participant information, project activities and expenditures using CalJOBSSM. In addition, awardees will be required to submit monthly progress reports which include narrative on the status of the projects. Upon closeout of the project an "End of Project" report will be required.

D. Evaluation

Awardees must agree to work with the identified third-party evaluator.

**Regional Plan Implementation/Slingshot 3.0
Cover Page**



EDD Personal Use
Proposal No.
<input type="checkbox"/> Local Area <input type="checkbox"/> Non-Local Area

Applicant:	NOVA Workforce Board on behalf of the Bay-Peninsula RPU
Project Name:	Wastewater Career Pathways
Project Cost	
Total Project Budget:	\$400,000.00
Requested Amount:	\$400,000.00
In-Kind/Match:	\$0.00
Location	
Address:	505 W. Olive Avenue, Suite 550
City & Zip Code:	Sunnyvale 94086
County:	Santa Clara
DUNS Number:	047897863
Point of Contact	
Designated Contact Person:	Kris Stadelman
Title:	Director, NOVA
Email:	kstadelman@novaworks.org
Telephone Number:	(408) 730-7233
Fax Number:	(408) 730-7643
Approval of Authorized Representative	
Name:	Kris Stadelman
Title:	Director, NOVA
Signature:	
Date:	November 25, 2019

Is Project Serving Participants?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, are grant codes needed for:		
<input type="checkbox"/> Veterans	<input type="checkbox"/> Incumbent Workers	
<input type="checkbox"/> Youth	<input type="checkbox"/> Dislocated Workers	
<input type="checkbox"/> Adult		
List the local Boards that need grant codes added to their account and specify population.		
.		
.		
.		

Checklist: Confirm all required documents are included in the application packet.	
<input checked="" type="checkbox"/> Exhibit D Project Narrative	<input checked="" type="checkbox"/> Letter identifying Local Board to act as Fiscal Agent on behalf of the RPU. Signatures from partner boards must be included.
<input checked="" type="checkbox"/> Exhibit E Funding Expenditure Plan	
<input checked="" type="checkbox"/> Exhibit F Budget Summary	
<input checked="" type="checkbox"/> Exhibit F2 Budget Narrative	
<input checked="" type="checkbox"/> Exhibit G Supplemental Budget	
<input checked="" type="checkbox"/> Exhibit I Workplan	
<input checked="" type="checkbox"/> Exhibit J Partners Roles and Responsibilities	



**Regional Plan Implementation/Slingshot 3.0
Form D: Project Narrative**

Organization (Applicant) Name	NOVA on behalf of the Bay-Peninsula RPU
Project Name	Wastewater Career Pathways
Address	505 W. Olive Ave, Suite 550, Sunnyvale, CA 94086
Designated Contact Person and Title	Kris Stadelman, NOVA Director
Phone	408-730-7233
Email	kstadelman@novaworks.org

PROJECT NARRATIVE AND WORKPLAN
FRAMEWORK
Describes the RPU and the major objectives of the Regional Plan.

PROJECT NARRATIVE AND WORKPLAN

FRAMEWORK

The BPRPU consists of the Workforce Development Boards (WDB) of San Francisco, NOVA, San Jose Silicon Valley Workforce Investment Network (SJSVWIN) and San Benito County, and covers the geographic area of San Francisco, San Mateo, Santa Clara, and San Benito Counties. The region is home to one of the world's most dynamic and innovative economies. It is also home to thousands of people who are disconnected from the region's economic prosperity. The regional strategic plan calls for the development of regional sector pathways for in-demand careers, and promoting access to these pathways for those who are struggling to achieve economic prosperity. The goals of the regional strategic plan are as follows:

Goal 1: Employers are actively engaged with the regional workforce system that understands and appropriately responds to their skilled workforce needs. (Demand-driven skills attainment)

Goal 2: Unemployed and underemployed individuals can (a) easily access and participate in workforce services appropriate for their skill levels, barriers to employment, and career goals; and (b) transition into relevant training opportunities to move up in a career pathway in an in-demand sector or occupation. (Upward mobility)

Goal 3: Regional workforce system partners align and coordinate services and resources to create a "no wrong door" employment and training network easily accessed by workers including high need and historically disadvantaged populations such as farmworkers, ex-offenders those who are limited English proficient, out of school and/or disconnected and foster youth (including former foster youth); as well as employers. (Aligning and coordinating program and services)

The funds from this request will help support career pathways into wastewater jobs - "high road" jobs with good wages, benefits and opportunities for advancement, mostly public sector and unionized, in a sector that is imperative to the well-being of all communities and in which employers report critical workforce shortages. Much foundational work has already been done in identifying occupations, wages, required training and existing training offerings, as well as gaps in the career pathways. BPRPU will partner with community colleges and Baywork (baywork.org), a coalition of 37 water agencies in the San Francisco Bay Area which completed this foundational work. This grant will allow the BPRPU to help "connect the dots" and further the goals of these employers.

Describes progress made to date in the implementation of the regional plan (RPI phase 1.0 and 2.0 successes).

PROJECT NARRATIVE AND WORKPLAN

FRAMEWORK

In RPI 1.0, the BPRPU formed a regional business services team in order to better coordinate messaging and outreach to regional employers. All project objectives were met, including the development of a common “elevator pitch,” and working with a marketing firm to develop a web site and collateral that can be used at regional employer events. That group continues to meet regularly for the important functions of information sharing and coordination.

In the more recent RPI 2.0 (Slingshot) grant, the BPRPU with San Francisco as project lead is exploring ways to support Bay Area wide tech apprenticeships (Apprenticeship Bay Area, or ABA). ABA’s goals are to conduct robust landscape analyses; help companies build regional apprenticeship programs; and nurture employer relationships. With regards to the landscape analyses, education partners interviews have been completed and now the WDBs in partnership with Bay Area Council are working on completing employer interviews, including with many of the largest technology employers in the region –Google, Autodesk, Amazon Web Services, Twitter, Microsoft, Lockheed Martin and IBM, to name a few. A number of stakeholder gatherings have been held which included the North Bay and East Bay RPUs to share learnings and to plan for the future. Furthermore, a number of events were held during Apprenticeship Week in November which provided attendees an opportunity to learn more about apprenticeships and to hear directly from apprentices and employers.

Describes the entity/staff that will be responsible for the Regional Organizer (RO) functions (including name of entity or staff) and includes the activities that the RO will be responsible for completing.

Racy Ming is the regional organizer for the RPU and will continue in this role. Her activities include: coordination across the four WDBs in their work together on regional goals and projects; facilitation of RPU meetings; statewide RO meetings and other state meetings; facilitation and tracking of regionally funded contractors, regular reports to WDB directors; meetings and coordination with other partners; state quarterly reports and other state requests for information or coordination; regional grant applications and support for regional projects.

Describes the regional plan implementation activities that will be accomplished, the indicators of regional coordination that will be attained, and how the proposed activities will further the objectives of the State Plan.

PROJECT NARRATIVE AND WORKPLAN

FRAMEWORK

Water and wastewater agencies are facing a workforce gap in mission-critical skilled trades. This gap comes from an aging workforce, difficulty hiring qualified applicants, and a lack of internal career pathways to promote within agencies. The gap between hiring needs and qualified applicants affects agencies' ability to deliver essential water and wastewater services.

Survey data was collected from 39 agencies for nine mission-critical occupations, using a three-year period. For each occupation, employers were asked to detail their current number of budgeted positions, vacancies during the past 12 months, and retirement eligibility for workers (without penalty) within the next three years. For each occupation, the following job levels were included: apprentice or trainee, journey level, and supervisory. Based on the survey responses, the combined totals for the nine occupations within the next three years could result in up to 828 open positions due to vacancies and possible retirements for the Bay Area economy. Please see the attached 2018 report, "Water and Wastewater Career Pathways: Connecting People to Water Industry Jobs in the Bay Area."

Baywork is staffed by Jewish Vocational Services (JVS) in San Francisco, and the goal of this RPI 3.0 project will be to advance Baywork objectives further south on the San Francisco Peninsula and to strengthen the regional workforce pipeline. In conversation with the Baywork manager and the co-chair of their Candidate Development Subcommittee, areas where they have limited bandwidth and where the WDBs may be able to assist are: partnering with education partners to expose young people and job seekers to water treatment careers; identifying ways to expand the trainings that are available for these occupations; supporting the development of more employer relationships with water agencies on the peninsula; supporting job seekers through training and work experience. Some potential activities may include making the pathway more visible and understood through activities such as employer events, education events, materials, and promotion in the AJCCs; assisting low income individuals in accessing the pathway through connecting with paid work experience and support for their training; enhancing system coordination and support for expanding the pipeline through information sharing with partners; identifying opportunities to expand training and coordination of job seekers with available opportunities. This request includes a component to fund the work to develop apprenticeship standards and seek approval from DOL, an amount which would be used to leverage funding from Baywork employers and possibly participating community colleges.

In preparation for this application, the BPRPU also talked with employers and the Bay Area Community College Consortium and took a tour of a water treatment plant. San Benito County in particular has been working closely with a local water agency in order to provide paid work experience opportunities which have led to permanent hires. Although there is clearly a role for the WDBs to support this sector and its career pathways, more time will be

PROJECT NARRATIVE AND WORKPLAN

FRAMEWORK

If focusing on H RTP and 'high road' jobs, provide a description of how this will be incorporated into existing efforts or the development of new efforts.

The water and wastewater industries in the Bay Area provide ample occupations that are "high road" unionized jobs with excellent pay, benefits, and the opportunity to advance along a career pathway. The industry, however, is approaching a crisis point in workforce reliability. The number of qualified applicants entering career pathways in water and wastewater skilled trades is declining. This is converging with the significant number of retirements scheduled for the next three to five years, leading to a lack of talent in the most critical water and wastewater jobs. This challenge presents a unique opportunity to link job seekers to high paying, stable jobs that are also frontline environmental stewards and protect the people and the environment of the Bay Area. As detailed previously, this project will work in partnership with Baywork, a major employer coalition, to support and expand these career pathways. Greater detail about the occupations in question, their salary range, industry demand, training and education required, gaps in those career pathways, and recommendations to address those gaps, can be found in the attached report.

As mentioned previously, JVS is staffing and providing oversight of Baywork efforts, and is one of the High Road Training Partnership grantees. The BPRPU has been in conversation with JVS and Baywork executive committee members as well as the BACCC which is also working with Baywork, and will continue the conversation regarding how we can best support and supplement their efforts.

Include a proposed timeline and list entities that will take the lead responsibility for each of the RPI/Slingshot 3.0 activities.

PROJECT NARRATIVE AND WORKPLAN

FRAMEWORK

NOVA will serve as fiscal lead for this project and San Benito will serve as project lead. All funded WDBs will be responsible for the steps below. Following funding decisions which will determine the amount of time that can be dedicated, we anticipate the following timeline:

Quarter 1 (April – June 2020): Planning process; attend Baywork committee meetings; confer with BACCC; determine best ways that WDBs can support their efforts with the amount of available funding. Determine goals and measurements of success.

Quarter 2 – 5 (July 2020 – June 2021): WDB staff conduct the work of the plan developed in quarter one which may include employer events and outreach; education events for students; support for jobs seekers entering the pipeline which may be funded by these funds or regular allocation funds; test preparation support; other activities. Iterative sharing of information at regional meetings including with partner organizations; identification of best practices which inform future efforts; tracking of goals and outcome measurements.

Quarter 6 (July – September 2021): Wrap up; determine final steps for this grant, areas for possible sustainability, and possible further work should more resources become available.

Describes systems change and alignment that will be achieved through the implementation of the regional plan.

More effective systems and alignment will occur as the Bay Peninsula advances its regional plan goals of actively engaged employers advocating for their skilled workforce needs, assisting unemployed and underemployed individuals with accessing and participating in workforce services and “on-ramping” to career pathways, and continued and improved coordination between partners to ensure that customers experience “no wrong door” to services.

This RPI 3.0 project will allow the RPU to make progress along all of these goals, by working with an already formed industry coalition with industry champions and education partners to support their efforts to enhance the career pipeline. WDBs are well positioned to make the career pathway more visible and accessible, to assist low income individuals with accessing and completing the required trainings, and to ensure that this information is shared across the workforce system of partners.

PROJECT PARTNERSHIP

Describes partners involved in the RPI/SlingShot 3.0 including their roles and responsibility in successfully implementing the proposed activities.

PROJECT NARRATIVE AND WORKPLAN

FRAMEWORK

The primary partners for this project are:

Workforce Development Boards – will engage with Baywork and relevant community colleges to determine the best ways that WDBs can support wastewater career pathways; outreach to employers as needed; coordination with system partners for completion of mutually agreed upon deliverables and outreach to potential job seekers.

Baywork – employer coalition which will share information, provide input as to how the WDBs and other partners can best partner with them on their objectives; outreach and connection to employers to participate in community outreach events or other activities as mutually agreed upon; use funding toward developing apprenticeship standards to leverage funding from other sources including employer members.

BACCC – will share information and coordinate connections with local community colleges offering wastewater programs in order to accomplish the mutually agreed upon deliverables.

Experience in convening partners, working collectively to develop common plans and outcomes.

The Bay Peninsula’s Workforce Development Boards have a long history of convening partners, developing common plans, and achieving outcomes. As detailed in the original regional plan and the 2019 update, a wide spectrum of community stakeholders including community-based organizations, partner agencies, other public agencies, employers, advocates, elected officials, and justice partners provided input into those documents. Each WDB has been successfully administering grants from the state, DOL, and non-WIOA sources for decades. Each WDB has ongoing communication with multiple stakeholders and partners including employers, local elected officials, community-based organizations, and consumers of services. This track record of success would not have been possible without the WDBs’ ability to work with their partners, develop realistic plans and achieve their objectives. More recently, Bay Peninsula has successfully responded to state requirements for regional planning and grant administration, including the Prison to Employment Initiative.

**REGIONAL PLAN IMPLEMENTATION/SLINGSHOT 3.0
EXHIBIT G - SUPPLEMENTAL BUDGET**



STATE USE ONLY	EXHIBIT G
Subgrant Number	
Grant Code	
Start Date	
Modification Date	

Organization:	NOVA Workforce Board on behalf of the Bay-Peninsula RPU
Project Name:	Wastewater Career Pathways

I Equipment					
Item Description	Quantity	Cost Per Item	Total Cost	% Charged to Project	Total Cost Charged to Project
N/A					
TOTAL	0		\$ -		\$ -

*List equipment items with a useful life of more than one year with a unit acquisition cost of \$5,000 or more charged to the project. Reference WSD 16-16, WSD 16-10, and WSD 17-08 for equipment purchases. The approval of the budget plan contained in the subgrant does not constitute approval of the equipment request. A separate request to purchase equipment must be submitted to the state for prior approval.

II. Contractual Services**		
Description - Type of Service	Cost	Service Provider
Program lead; execute activities to widen career pipeline	\$ 113,333	County of San Benito
Execute activities to widen career pipeline	\$ 83,333	City of San Jose, work2future
Regional Organizer	\$ 60,000	Racy Ming Associates
Share information; work w/WDBs to support ongoing efforts	\$ 20,000	Baywork
TOTAL	\$276,666	

**REGIONAL PLAN IMPLEMENTATION/SLINGSHOT 3.0
EXHIBIT G - SUPPLEMENTAL BUDGET**

**All contractual services must be competitively procured in accordance with federal and state procurement regulations and policies. See Procurement Standards (Sect. 200.318.326) in the Federal Uniform guidance, 2CFR200.

**REGIONAL PLAN IMPLEMENTATION/SLINGSHOT 3.0
EXHIBIT G - SUPPLEMENTAL BUDGET**



STATE USE	EXHIBIT F2
Subgrant Number	
Grant Code	
Initial Plan	
Modification Date	

**REGIONAL PLAN IMPLEMENTATION/SLINGSHOT 3.0
EXHIBIT F2 – BUDGET NARRATIVE**

Organization: NOVA Workforce Board on behalf of the Bay–Peninsula RPU

Project Name: Wastewater Career Pathways *Please provide a narrative detail for all grant-funded budget line items listed on Exhibit F - Budget Summary*

Salaries: Total Salaries Paid + Benefits (WIOA 15%) Total \$97,740.00

Position	FTE x Monthly Salary x Time	Benefits	Total (FTE X Salary X Time) + Benefits
<i>Sample: Program Manager</i>	<i>.5 FTE X \$4,500 X 12 mo.</i>	<i>24.6%</i>	<i>\$33,642</i>
Employment Training Program Coordinator	.15 x \$6,132 x 18 mo	63.0%	\$26,986
Young Adult Program Manager	.10 x \$6,160 x 18 mo	3.5%	\$11,477
Director	.05 x \$16,202 x 18 mo	63.0%	\$23,769
Accountant	.10 x \$5,903 x 18 mo	63.0%	\$17,318
Employment Training Manager	.07 x \$8,855 x 18 mo	63.0%	\$18,190

Staff Travel \$2,000.00

List Staff traveling, destination/event, and mode of transportation.

Operating Expenses \$17,708.00

The following are some of the major line items included:

Item	Cost
Rent*	\$ 12,306.00
Insurance	\$ 0.00
Accounting (payroll services) and Audits	\$ 0.00
Consumable office supplies*	\$ 1000.00
Printing	\$ 300.00

Item	Cost
Communications (phones, web services, etc.)*	\$ 4,102.00
Mailing and Delivery	\$ 0.00
Dues and Memberships*	\$ 0.00
Outreach	\$ 0.00

**(based on FTE for program staff)*

Furniture and Equipment* \$0.00

Small Amount of Equipment and Furniture	<u>\$0.00</u>
---	---------------

Pooled items less than \$5,000 per unit, include a cost allocation - List name of item, cost, and quantity.

Equipment and Furniture	<u>0.00</u>
-------------------------	-------------

Greater than \$5,000: List name of item, cost, and quantity to be purchased - prior approval required and added to Exhibit G, Supplemental Budget

**Refer to EDD Directives WSD16-16 - WSD16-10 – WSD17-08 for Procurement Guidelines*

Consumable Testing and Instructional Materials \$0.00

Explain purpose and planned use.

Tuition, Payments/Vouchers \$0.00

Detail costs for (name) programs and sector-specific training and certificate programs at (organization), as well as training costs for outside training providers (organization/location).

On-The-Job Training \$0.00

Employer reimbursements for training by an employer that is provided to a paid participant while engaged in productive work in a job that:

- a) provides knowledge or skills essential to the full and adequate performance of the job;*
- b) is made available through a program that provides reimbursement to the employer of up to 50 percent of the wage rate of the participant, except as provided in section 134(c) (3)(H) of the WIOA Final Rule, for the extraordinary costs of providing the training and additional supervision related to the training; and*
- c) is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.*

List employers and industries partnering in the OJTs.

Participant Wages and Fringe Benefits \$0.00

State planned number of participants to receive wages and benefits and give detail of Work Experience or Transitional Jobs.

Supportive Services \$0.00

Gas cards, bus passes, housing, or any additional immediate assistance not available through any other source. Describe the specific services you will provide.

Contractual Services \$276,666.00

Describe services provided by each contractor, cost of individual contract, and name of organization/individual service provider. If the contract is out for proposal, list type of procurement and the date the contract will be awarded. Upon award, you must submit contractual information to EDD in a revised Exhibit G, Supplemental Budget.

County of San Benito \$113,333: Programmatic lead; in coordination with Baywork execute agreed upon activities to widen career pipeline

San Jose work2future \$83,333: In coordination with Baywork execute agreed upon activities to widen career pipeline

Racy Ming Associates \$60,000: Regional Organizer

Baywork \$20,000: Share information; work with WDBs to identify ways they can best support ongoing efforts.

Indirect Costs \$5,886.00

Must have an approval of Cognizant Agency.

City of Sunnyvale Indirect Cost Allocation Plan for FY19/20 = 5.01%

Other \$0.00

Clearly explain these costs, which do not fit into the specific categories above.

REGIONAL PLAN IMPLEMENTATION/SLINGSHOT 3.0 EXHIBIT F - BUDGET SUMMARY



STATE USE ONLY	EXHIBIT F
Subgrant Number	
Grant Code	
Start Date	
Modification Date	

Organization Name:	NOVA Workforce Board on behalf of the Bay-Peninsula RPU
Project Name:	Wastewater Career Pathways

Line Item	Budget Line Item	WIOA 15% Funds	Amount Leveraged	Total Project Budget	Source of Leveraged Fund	Type of Leveraged Fund
A.	Staff Salaries	\$64,011.00		\$64,011.00		
B.	Number of full-time equivalents: 0.5					
C.	Staff Benefit Cost	\$33,729.00		\$33,729.00		
D.	Staff Benefit Rate (Percent): 63.00%					
E.	Staff Travel	\$2,000.00		\$2,000.00		
F.	Operating Expenses	\$17,708.00		\$17,708.00		
G.	Furniture and Equipment			\$0.00		
1	Small Purchas (unit cost of under (\$5,000))			\$0.00		
2	Equipment Purchase			\$0.00		
3	Lease			\$0.00		
H.	Consumable Testing and Instructional Materials			\$0.00		
I.	Tuition Payments/Vouchers			\$0.00		
J.	On-The-Job Training			\$0.00		
K.	Participant Wages and Fringe Benefits			\$0.00		
L.	Participant Support Services			\$0.00		
M.	Contractual Services (must complete Form G)	\$276,666.00		\$276,666.00		
N.	Indirect costs* (complete items 1 and 2 below)	\$5,886.00		\$5,886.00		
O.	Other (describe):			\$0.00		
P.	TOTAL FUNDING**	\$400,000.00	\$0.00	\$400,000.00		

Total Award	\$400,000.00
**Administrative Costs	\$40,000.00
Program Costs	\$360,000.00

*Indirect Cost Rate must be negotiated and approved by Cognizant Agency, per Appendices III or IV to Uniform Guidance 2CFRPart200.

1	Indirect cost Rate (Percent):	5.01%
2	Name of cognizant Agency:	DOL

**A maximum of 10% of the total project budget will be allowed for administrative costs. The definition of administrative costs I provided in Appendix B of the RFA.

**Regional Plan Implementation/Slingshot 3.0
EXHIBIT E - FUNDING and EXPENDITURE PLAN**



STATE USE ONLY	EXHIBIT E
Subgrant Number:	
Grant code:	
Start Date:	
Modificaiton Date:	

Organization Name:	NOVA Workforce Board on behalf of the Bay-Peninsula RPU
Project Name:	Wastewater Career Pathways

I. FUNDING PLAN

A. Fund Source	WIOA 15%	Cash/In-Kind	Project Total	
B. YOA				
C. Subgrant Number				
D. Fund Source Term	4/1/2020 - 9/30/2021			
E. Grant Code				
F. Total Administration - 10% Cap	\$ 40,000.00		\$ 40,000.00	
E. Total Program Cost	\$ 360,000.00		\$ 360,000.00	
H. Total Subgrant Amount	\$ 400,000.00	\$ -	\$ 400,000.00	

II. EXPENDITURE PLAN

Quarter/Year	Quarterly Planned Expenditures	Cumulative Planned Expenditures	Quarterly Planned Match	Cumulative Planned Match	Project Total Planned Expenditures
April - June 2020	\$20,000	\$20,000		\$0	\$20,000
July - September 2020	\$80,000	\$100,000		\$0	\$100,000
October - December 2020	\$80,000	\$180,000		\$0	\$180,000
January - March 2021	\$100,000	\$280,000		\$0	\$280,000
April - June 2021	\$80,000	\$360,000		\$0	\$360,000
July - September 2021	\$40,000	\$400,000		\$0	\$400,000
TOTAL	\$400,000	\$400,000	\$0	\$0	\$400,000

**REGIONAL PLAN IMPLEMENTATION/SLINGSHOT 3.0
EXHIBIT I - WORK PLAN**



STATE USE	EXHIBIT I
Subgrant Number	
Grant Code	
Start Date	
Modification Date	

Organization: NOVA on behalf of the Bay Peninsula RPU

Project Name: RPI 3.0

Objectives/Activities	Estimated Dates
Quarter 1 / APRIL - JUNE 2020	
Planning process; attend Baywork committee meetings; confer with BACCC; determine best ways that WDBs can support their efforts with the amount of available funding. Determine goals and measurements of success.	6/1/20
NOVA as fiscal agent issues contracts to other boards	6/30/20
Quarter 2 / JULY - SEPTEMBER 2020	
WDB staff conduct the work of the plan developed in quarter one which may include employer events and outreach; education events for students; support for jobs seekers entering the pipeline which may be funded by these funds or regular allocation funds; test preparation support; other activities.	6/30/21
Iterative sharing of information at regional meetings including with partner organizations	6/30/21
Identification of best practices which inform future efforts; tracking of goals and outcome measurements	9/30/21
Quarter 3 / OCTOBER - DECEMBER 2020	
WDB staff conduct the work of the plan developed in quarter one which may include employer events and outreach; education events for students; support for jobs seekers entering the pipeline which may be funded by these funds or regular allocation funds; test preparation support; other activities.	6/30/21
Iterative sharing of information at regional meetings including with partner organizations	6/30/21
identification of best practices which inform future efforts; tracking of goals and outcome measurements	9/30/21
Quarter 4 / JANUARY - MARCH 2021	
WDB staff conduct the work of the plan developed in quarter one which may include employer events and outreach; education events for students; support for jobs seekers entering the pipeline which may be funded by these funds or regular allocation funds; test preparation support; other activities.	6/30/21

**REGIONAL PLAN IMPLEMENTATION/SLINGSHOT 3.0
EXHIBIT I - WORK PLAN**

Iterative sharing of information at regional meetings including with partner organizations	6/30/21
Identification of best practices which inform future efforts; tracking of goals and outcome measurements	9/30/21
Quarter 5 / APRIL - JUNE 2021	
WDB staff conduct the work of the plan developed in quarter one which may include employer events and outreach; education events for students; support for jobs seekers entering the pipeline which may be funded by these funds or regular allocation funds; test preparation support; other activities.	6/30/21
Iterative sharing of information at regional meetings including with partner organizations	6/30/21
Identification of best practices which inform future efforts; tracking of goals and outcome measurements	9/30/21
Quarter 6 / JULY - SEPTEMBER 2021	
Wrap up efforts and determine final steps for this grant, areas for possible sustainability, and possible further work should more resources become available.	9/30/21

**REGIONAL PLAN IMPLEMENTATION/SLINGSHOT 3.0
EXHIBIT I - WORK PLAN**

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EXHIBIT I - WORK PLAN**



**EXHIBIT J - REGIONAL PLAN IMPLEMENTATION/SLINGSHOT 3.0
Partner Roles, Responsibilities, and Resources Chart**



STATE USE ONLY
Subgrant Number:
Project Number:
Initial Plan:
Modification Date:

RPU and RPU FA: Bay Peninsula

A	B	C	D
List Partners	Roles and Responsibilities	Cash/In-Kind Match Amt <i>(If Applicable)</i>	Fund Source Type <i>(Cash/In-Kind)</i>

Local Workforce Investment Boards

NOVA	Fiscal agent responsibilities including contracting; execute agreed upon activities to widen career pipeline		
San Benito	Programmatic lead; in coordination with Baywork execute agreed upon activities to widen career pipeline		
work2future	In coordination with Baywork execute agreed upon activities to widen career pipeline		
San Francisco OEWD	Support sharing and dissemination of best practices		

State Agency Partners

EDD	Funding and technical assistance; refer clients to training		
DOR	Refer clients for trainings		

Employers/Industry Champions

Baywork	Share information; work with WDBs to identify ways they can best support ongoing efforts.		
City of Sunnyvale - Environmental	Pilot recruitment and training strategies		
Santa Clara Valley Water District	Pilot recruitment and training strategies		
Silicon Valley Clean Water	Pilot recruitment and training strategies		

Education – Universities, Community College

**EXHIBIT J - REGIONAL PLAN IMPLEMENTATION/SLINGSHOT 3.0
Partner Roles, Responsibilities, and Resources Chart**

Bay Area Community College Consortium	Support connections to colleges with relevant programs and coordination of possible expansion of offerings		
Gavilan College	Training partner; enhance and support training program		
Foothill College	Explore wastewater training and apprenticeship		
Mission College	Explore wastewater training and apprenticeship		
Education – K-12			
Local County Offices of Education	Partner to provide education and exposure to waste water pathways		
Other Educational Institutions (e.g. ROP, CTE, etc.)			
Additional County Office(s)			
Training Providers not already mentioned			
Economic Development Agencies			
San Mateo Economic Development	Promote program to member cities		
Silicon Valley Economic Development Alliance	Promote program to member cities		
Community Based Organizations / Faith Based Org / Other Non-Profits			
JVS	entity providing staffing to Baywork for regional initiatives		
Others: (list)			
Sunnyvale Employees Association	Promote training and advancement to employees in relevant classifications		
	Total	\$	-

**Memorandum of Understanding
Regional Plan Implementation/SlingShot 3.0 Grant**

The purpose of this MOU is to designate the applicant and fiscal agent for the Regional Plan Implementation/SlingShot 3.0 grant for the Bay-Peninsula Regional Planning Unit.

The undersigned hereby agree that the NOVA Workforce Development Board will serve as applicant and fiscal agent for this grant on behalf of the RPU.

This agreement is solely for the named grant and shall begin when the grant is awarded and the contract with the State of California is executed and shall terminate on September 30, 2021 or at the completion of the grant, whichever is later.

Enrique Arreola, County of San Benito

Date



11/22/19

Joshua Arce, City of San Francisco, Office of
Economic and Workforce Development

Date

Monique Melchor, City of San Jose, work2future

Date

Kris Stadelman, NOVA

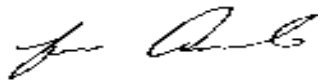
Date

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11/25/19

Enrique Arreola, County of San Benito

Date

Joshua Arce, City of San Francisco, Office of
Economic and Workforce Development

Date

Monique Melchor, City of San Jose, work2future

Date

Kris Stadelman, NOVA

Date

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Enrique Arreola, County of San Benito Date

Joshua Arce, City of San Francisco, Office of
Economic and Workforce Development Date

[SIGNATURE PENDING ATTORNEY REVIEW]

Monique Melchor, City of San Jose, work2future Date



Kris Stadelman, NOVA

11/25/19

Date

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Lisa Pagan, Director of Policy and Planning,
Office of Economic and Workforce Development

DATE: October 5, 2020

SUBJECT: Accept and Expend Resolution

GRANT TITLE: SlingShot 3.0 Regional Plan Implementation

Attached please find the original* and one copy of each of the following:

- Proposed grant resolution; original* signed by Department, Mayor, Controller
- Grant information form, including disability checklist
- Grant budget
- Grant application
- Letter of Intent or grant award letter from funding agency
- Ethics Form 126 (if applicable)
- Contracts, Leases/Agreements (if applicable)
- Other (Explain): Notice of Funds Availability

Special Timeline Requirements: None

Departmental representative to receive a copy of the adopted ordinance:

Name: Lisa Pagan

Phone/Email: lisa.pagan@sfgov.org

Interoffice Mail Address: 1 Dr. Carlton B. Goodlett Pl., City Hall, Room 448, San Francisco, CA 94102

Certified copy required Yes

No

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).