



www.wdbccc.com

Our Mission:
The Workforce Development Board of Contra Costa County exists to promote a workforce development system that meets the needs of businesses, job seekers, and workers in order to ensure a strong, vibrant economy in Contra Costa County.

Full Board Agenda

August 6, 2019

3:00 p.m. – 5:00 p.m.

4071 Port Chicago Hwy, Conference Room A
Concord, CA 94520

- 3:00 PM** **CALL TO ORDER AND REMINDER OF POTENTIAL CONFLICT OF INTEREST**
- PUBLIC COMMENT**
- 3:05 PM** **CONSENT AGENDA**
- C1** **Approve Minutes from May 7, 2019 meeting**
C2 **Release of Board Member**
- 3:10 PM** **PRESENTATION ITEM**
- P1** **Presentation from Future Build Pre-Apprenticeship Training Program**
P2 **Envision Contra Costa 2040**
- 4:10 PM** **ACTION ITEMS**
- A1** **Approve Release of Youth RFP**
A2 **Approve 501c3 Articles of Incorporation**
A3 **Approve Revised Chief Local Elected Official Agreement**
- 4:45 PM** **CHAIR’S REPORT**
OTHER WDBCCC MEMBER REPORTS
EXECUTIVE DIRECTOR REPORT
- 5:00 PM** **ADJOURN**

UPCOMING MEETINGS:

Youth Committee Meeting: **Tuesday, August 13, 2019**
Executive Committee Meeting: **Wednesday, September 11, 2019**
BED Committee Meeting: **Wednesday, October 2, 2019**
Next Full Board Meeting: **Tuesday, November 5, 2019**

Any appropriate public records related to an open session item on a regular meeting agenda and distributed by the Workforce Development Board and any of its committees to a majority of members of the Workforce Development and/or its committees, less than 72 hours prior to that meeting are available and for public inspection at 300 Ellinwood Way, 3rd Floor, Pleasant Hill during normal business hours.

The Workforce Development Board will provide reasonable accommodations for individuals with disabilities planning to attend Board meetings. Arrangements can be made by contacting the Workforce Development Board at 925.602.6800.

FULL BOARD MINUTES

Tuesday, May 7, 2019

The Full Board met on Tuesday, May 7, 2019 at 4071 Port Chicago Highway, Board Rooms A & B Concord, California. Chair Bhupen Amin called the meeting to order at 3:32 pm. Chair Bhupen Amin reminded everyone of potential conflict of interest.

ATTENDANCE

MEMBER PRESENT -Bhupen Amin, Joshua Aldridge, Carol Asch, Kristin Connelly, Terry Curley, Romina Gonzalez, Melissa Johnson, Richard Johnson, Michael McGill, John Montagh, Robert Muller, Steve Older, Bob Rivera, Thomas Hansen, Yolanda Vega, Vittoria Abbate, Fred Wood

MEMBERS EXCUSED – Jason Cox, Ashley Georgian, Justin Steele

MEMBERS ABSENT – Jose Carrascal, Meaghan Doran, Margaret Hanlon-Gradie

WDB STAFF PRESENT –Donna Van Wert, Noramah Burch, Charles Brown III, and Rochelle Soriano

OTHERS IN ATTENDANCE – Jane Fischberg & Monique Brown (Rubicon Programs)

PUBLIC COMMENT:

None

CONSENT AGENDA:

C1 Approve February 5, 2018 Full Board Meeting minutes

Motion\Second Michael McGill/Richard Johnson

Motion Approved

PRESENTATION ITEMS:

P1 Presentation of New Website by Pat Davis Design Group

The Pat Davis Design Group started working on our website revision February 1, of this year and will be presenting some preliminary ideas and landing pages to the Executive Committee today.

Pat Davis Design Group

Pat Davis Design Group founded in 1977 in Sacramento, California as a one-woman shop providing graphic design services to a handful of clients. Over the past 40 years, the agency has strategically grown to include three offices (two in California and one in Texas), a robust team of highly qualified individuals with complementary skill sets, an expansive portfolio of client work spread all across the country, and a diverse service offering.

The WDB website has not been updated for 8-10 years. In this age of technology, the platform that the WDB is using is no longer current or viable for the functionality required to remain relevant.

New Website will be ADA compliant, interactive and mobile responsive

Website Layout A

- It has the minimalist approach
- Cleaner and sharper layout
- Details are on point
- The color scheme is pleasing visually

- “logo” is crisp and clean
- Make minor adjustment and enhancement to look iconic

P2 Presentation of Ec2 : The Collaborative “(East Contra Costa: The Collaborative)”

Revitalizing Contra Costa Northern Waterfront (EC²= East Contra Costa)

EC² The Collaboration is an effort by the Cities, County, Chambers and Special Districts in East Contra Costa.

- Cities – Bay Point, Pittsburg, Antioch, Oakley, Brentwood, Byron, Knightsen
- Contra Costa County – Chambers of Commerce
- Iron House Sanitary District, Delta Diablo Sanitation District, Contra Costa Water District, Contra Costa County Airport
- Workforce Development Board
- East Bay Leadership Council

Mission Statement

In order to create economic vitality and jobs for our residents, EC² resolves to support regional approaches and opportunities that leverage existing industry strengths and support regional partnerships and collaborations that capitalize on underutilized resources and assets to enhance the region.

Goal and Objective of EC²: The Collaborative

- Create an environment for positive Regional Collaboration.
- Create enthusiasm and passion for the Mission
- Compile a comprehensive prioritized list of 10 future outcome measures of change.
- Identify Target Regional Cluster options.
- Develop the foundation for a strategy to support the growth and vitality of East Contra Costa.

Discussions

- Cluster Approach to Economic Development
- Economic Gardening
- Site Selectors approach to finding properties
- Commercial Real Estate Brokers
- Assets and Opportunities
- City Code Barriers to Entry

Next Steps

- Regional Economic Development Website
- Sustainable EC² for Regional Economic Dev
- Long-term ECC Regional ED Strategy
- Agricultural Focus to expand opportunities
- Support Implementation of Northern Waterfront recommendations

P3 Update on AJCC/Career Services

This report highlights key progress and accomplishments to date regarding the implementation of AJCC Comprehensive services and countywide WIOA access points and services.

Service Accessibility

As designed, WIOA services are now delivered at 11 countywide access points in addition to the Comprehensive AJCC site. WIOA staff from access points travel to the Comprehensive

WIOA Training Resources

To date, 55 WIOA clients accessed individual training accounts (ITAs) for a total value of \$176,036; this is 40% of ITA funding available for the 18-19 program year. WIOA clients have access funds for training in the following industries: Healthcare, Professional Services, Transportation, Construction & Logistics and Information Communications Technology (ICT)

Performance Management and Quality Assurance (QA)**Table 1. CCWC Enrollment Progress Towards Goal**

	Goal	As of Last Report Jan 25, 2019	As of April 30 ,2019
Adults	308	91	233
Dislocated Workers	91	29	61
Total	399	120	294

*April 30th numbers reflect enrollment applications processed and approved by Rubicon QA, there may be a lag in these numbers appearing in CalJobs.

ACTION ITEMS:

A1 Approve the Release of Board Member Margaret Hanlon-Gradie from Labor Seat #4 of the Workforce Development Board and send a letter of appreciation for her service.

Motion\Second Yolanda Vega/Michael McGill
Motion Approved

AYES: Bhupen Amin, Joshua Aldridge, Carol Asch, Kristin Connelly, Terry Curley, Romina Gonzalez, Melissa Johnson, Richard Johnson, Michael McGill, John Montagh, Robert Muller, Steve Older, Bob Rivera, Thomas Hansen, Yolanda Vega, Vittoria Abbate, Fred Wood

NAYES: None

ABSENT: Jason Cox, Ashley Georgian, Justin Steele, Jose Carrascal, Meaghan Doran, Margaret Hanlon-Gradie

ABSTAIN: None

A2 Approve the Slate of offices as presented for the positions of Chair and Vice-Chairs serving the Workforce Development Board for FY 2019-20.

- **Chair** – *Bhupen B. Amin, Lotus Hotels*
- **Vice Chair** – *Yolanda Vega, Consultant*
- **Co-Vice Chair** – *Jose Carrascal, Dow/Corteva Agriscience*

Motion\Second Michael McGill/Kristin Connelly
Motion Approved

AYES: Bhupen Amin, Joshua Aldridge, Carol Asch, Kristin Connelly, Terry Curley, Romina Gonzalez, Melissa Johnson, Richard Johnson, Michael McGill, John Montagh, Robert Muller, Steve Older, Bob Rivera, Thomas Hansen, Yolanda Vega, Vittoria Abbate, Fred Wood

NAYES: None

ABSENT: Jason Cox, Ashley Georgian, Justin Steele, Jose Carrascal, Meaghan Doran, Margaret Hanlon-Gradie

ABSTAIN: None

A3 Approve the Regional Plan Modification and authorize the WDB Executive Committee to approve any significant changes to the Plan that may arise from a State Board conditional approval.

Motion\Second Kristin Connelly/Yolanda Vega
Motion Approved

AYES: Bhupen Amin, Joshua Aldridge, Carol Asch, Kristin Connelly, Terry Curley, Romina Gonzalez, Melissa Johnson, Richard Johnson, Michael McGill, John Montagh, Robert Muller, Steve Older, Bob Rivera, Thomas Hansen, Yolanda Vega, Vittoria Abbate, Fred Wood

NAYES: None

ABSENT: Jason Cox, Ashley Georgian, Justin Steele, Jose Carrascal, Meaghan Doran, Margaret Hanlon-Gradie

ABSTAIN: None

A4 Authorize the WDB Chair to sign the “Application for Initial Local Area Designation Program Years 2019-21 and Initial Local Board Certification Program Year 2019-21 Local Workforce Investment Area” and submit these documents to the Contra Costa County Board of Supervisors for approval and signature.

Motion\Second Motion Michael McGill/Carol Asch Approved

AYES: Bhupen Amin, Joshua Aldridge, Carol Asch, Kristin Connelly, Terry Curley, Romina Gonzalez, Melissa Johnson, Richard Johnson, Michael McGill, John Montagh, Robert Muller, Steve Older, Bob Rivera, Thomas Hansen, Yolanda Vega, Vittoria Abbate, Fred Wood

NAYES: None

ABSENT: Jason Cox, Ashley Georgian, Justin Steele, Jose Carrascal, Meaghan Doran, Margaret Hanlon-Gradie

ABSTAIN: None

CHAIR’S REPORT

None

EXECUTIVE DIRECTOR’S REPORT

BED Committee

- The next meeting is scheduled on June 5, 2019
- Labor Market presentation

Youth Committee

- Earn & Learn Brunch of Champions on Tuesday, May 14th 2019
11 am to 1 PM @ Merritt Community College
Table is reserved for WDB
 - Richard Johnson
 - Noramah Burch
 - Mike McGill
 - Donna Van Wert
- RFP discussion
- “Field Trip” at the next Youth meeting on July 19th at Job Corp - Treasure Island

Conferences:

- **NAWDB Conference at San Antonio Texas**
 - Patience Ofodu
 - George Carter
 - Ashley Georgian
- **CWA WORKCON 2019 at Garden Grove, CA**
 - Donna Van Wert
 - Patience Ofodu
 - Rochelle Soriano
- Ukraine Delegates will be coming to Contra Costa County and will be schedule to tour our AJCC Concord possible dates are June 6 or June 7.

THE MEETING ADJOURNED AT 4:58 P.M.

Respectfully Submitted,
Rochelle Martin-Soriano, Board Secretary

/rms

From: [Meaghan Doran](#)
Cc: [Meaghan Doran](#)
Subject: Moving on from MCE
Date: Friday, May 31, 2019 12:03:24 AM

Hi Friends,

I wanted to share some bitter sweet news with you. After 6.5 years working on programs for MCE, I am leaving. I am proud of all I have accomplished as part of the Customer Programs team and with MCE, am grateful for the personal growth I experienced, and all that I've learned over the years about the energy industry, and being a leader.

I also wanted to thank you for the impact you each had on me and all you've taught me. One of the things I enjoyed most about my work was the relationships and partnerships I was able to build with all of you. I am not sure what is next for my career but I am planning to spend the summer coaching lacrosse, in nature, and trusting the universe will present my next opportunity when I am ready.

If you would like to stay in touch, my personal contact information is (m) [REDACTED] and (e) [REDACTED].

Please let me know if there is any way I can support you in the future. Lots of light and love!
Meaghan

Thank you,

Meaghan Doran
Manager of Customer Programs Operations
[REDACTED]

Please excuse the typos sent from my iPhone

MCE is committed to protecting customer privacy. Learn more at: <https://www.mceCleanEnergy.org/privacy/>

**Workforce Development Board Of Contra Costa County (WDBCCC)
Organization Bylaws**

ARTICLE I – NAME AND ADHERENCE TO THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

The name of this organization shall be the Workforce Development Board of Contra Costa County, hereinafter referred to as the WDBCCC. The WDBCCC is established as the local workforce development board pursuant to the legislative mandates outlined in the Workforce Innovation and Opportunity Act of 2014 (WIOA), 29 U.S.C. 3101 et seq., Public Law 113-128, 128 Stat.1425). In accordance with 20 Code of Federal Regulations (CFR), Parts 678, 679, 680, 681,683, and WIOA Sections 106, 107, 108, 111, 121, 122, 123, 129 and 134 for the East Bay Workforce Development Area/Region, the functions of the WDBCCC shall be performed in partnership with the County Chief Elected Official (CEO).

ARTICLE II - SCOPE AND RESPONSIBILITIES

As set forth in the Workforce Innovation and Opportunity Act of 2014 (WIOA) and as an advisory body to the Contra Costa County Board of Supervisors, the responsibilities of the WDBCCC are:

- A. Work with the Contra Costa County Board of Supervisors and Chief Elected Official (CEO) to develop a vision and strategy to coordinate a workforce development network of public, private, community-based, and other partners to enhance the competitiveness of the local workforce and support economic vitality for Contra Costa County and the broader East Bay region.
- B. Develop and submit a local workforce development plan to the Governor, in partnership with the County Board of Supervisors, for the Contra Costa County Local Workforce Development Area (LWDA), as designated by the California Workforce Development Board (CWDB) to include the entirety of Contra Costa County, exclusive of the City of Richmond.
- C. Develop and submit a regional workforce development plan to the Governor, in partnership with other local LWDAs in the East Bay Regional Planning Unit. Other East Bay LWDAs include Alameda County, the City of Oakland, and the City of Richmond.
- D. With the agreement of the Contra Costa County Board of Supervisors, designate one-stop operator(s) and terminate the eligibility of such operator(s) for cause; identify eligible provider(s) of youth activities in the Contra Costa County LWDA by awarding grants or contracts on a competitive basis, based on recommendations of the WDBCCC; identify eligible providers of training services for adults and dislocated workers; and identify eligible one-stop operators and providers of career services by awarding contracts which may be on a competitive basis..
- E. Develop a budget for purposes of carrying out the duties of the WDBCCC subject to the approval of the Contra Costa County Board of Supervisors. The WDBCCC may solicit and accept grants and donations from sources other than federal funds.
- F. In partnership with the Contra Costa County Board of Supervisors, conduct oversight with respect to local programs of youth activities and local employment and training activities for employers,

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adults, and youth at the one-stop centers in the LWDA.

- G. Negotiate and reach agreement on WIOA local performance measures with the Contra Costa County Board of Supervisors and the Governor, and certify comprehensive One Stop Center(s).
- H. Assist the Governor in the development of a statewide employment statistics system (e.g., labor market information system pursuant to the Wagner-Peyser Act).
- I. Coordinate workforce development activities carried out in the LWIA with economic development strategies and develop other employer linkages.
- J. Promote the active participation of the private sector in the local workforce investment system.

ARTICLE III - MEMBERSHIP

- A. Members of the WDBCCC shall be appointed by the Contra Costa County Board of Supervisors in accordance with federal and state law, and as further described below in Article III, Paragraphs B, and C.
- B. Membership of the WDBCCC shall be composed as follows:
 - 1. Majority business members who are individuals with optimum policymaking or hiring authority on behalf of the entity he or she represents (50% + 1) and are:
 - a. Business owners, or
 - b. Chief executives, or operating officers, or
 - c. Other business executives, or
 - d. Employers.
 - 1. These representatives shall include a representative(s) of small businesses
 - 2. Private sector representatives may be from organizations representing businesses, that provide employment opportunities in the Contra Costa County workforce area, in in-demand industry sectors or occupations or provide employment opportunities that, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the local area
 - 2. Workforce representatives who shall comprise at least 20% of local board members, including the following provisions:
 - a. Two (2) or more of the members must be representatives of labor.
 - b. One (1) or more of the members must be representatives of a joint labor-management, or union affiliated, registered apprenticeship program in Contra Costa County, who is a training director or a member of a labor organization.
 - c. To meet the twenty percent (20%) requirement the Board may include one or more representatives of community-based organizations (CBO) who:

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1. Have demonstrated experience and expertise in addressing the employment, training or education needs of individuals with barriers to employment, including organizations that serve veterans, or;
 2. Provide or support competitive integrated employment for individuals with disabilities; or;
 3. Represent organizations with demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth.
 3. Representatives of entities administering education and training activities in Contra Costa County, who shall include
 - a. A representative of eligible providers administering adult education and literacy activities under WIOA title II, and;
 - b. A representative of institutions of higher education providing workforce investment activities (including community colleges)
 1. This category of membership may include representatives of local educational agencies, and community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment.
 4. Representatives of governmental and economic and community development entities who shall include
 - a. A representative of economic and community development entities
 - b. A representative from the State Employment Service Office under the Wagner-Peyser Act
 - c. A representative of the programs carried out under title I of the Rehabilitation Act of 1973
 - d. This category of members may include representatives of agencies or entities administering programs in Contra Costa County relating to transportation, housing, and public assistance, or representatives of philanthropic organizations serving Contra Costa County
 5. Such other individuals or representatives of entities, as the chief elected official for Contra Costa County determines to be appropriate.
- C. To be eligible for appointment to the WDBCCC, members must be nominated as set forth below for the category to which they are appointed:
1. Nominations to the private sector seats on the WDBCCC shall:
 - a. Be made by business, professional and/or trade organizations in the Contra Costa County area. There shall be at least one nomination for each vacancy.
 - b. Be a result of recruitments from Chambers of Commerce, trade associations or other business organizations.

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- c. Be individuals with "optimum policy-making authority." These individual are expected to be able to speak affirmatively on behalf of the entity s/he represents and to commit the entity to a chosen course of action.
 - d. Include representatives from small business.
 - e. Include representatives from the industry clusters identified by Contra Costa County labor market information research.
 - f. Include representatives to provide for geographic representation from all parts of Contra Costa County.
 - g. Include representatives who have an expressed interest and expertise in the economy of the County.
- 2. Representatives of labor organizations shall be nominated by local labor federations or other representatives of employees where there are no labor federations.
- 3. Nominations to the Adult and Family Literacy seat shall be solicited from the local providers of Adult and Family Literacy in the Contra Costa County workforce development area. .
- 4. Economic development agency members shall be selected from:
 - a. An entity representing economic development in Contra Costa County
- 5. Appointment of such other representatives of organizations referred to in WIOA as flex seats shall be selected from:
 - a. An individual having "demonstrated experience and expertise" in the field of workforce development; and/or
 - b. An individual who contributes to the field of workforce development, human resources, training and development, or a core program function or;
 - c. An individual who the Local Board recognizes for valuable contributions in education or workforce development related fields.
- D. Members of the WDBCCC shall either reside in or be representatives of businesses, organizations or agencies with interests that are located within the LWDA boundaries.
- E. Seat terms shall be staggered and of four years' duration. The term of each seat will commence on July 1st and terminate on June 30th four calendar years later.
- F. The WDBCCC may recommend to the Contra Costa County Board of Supervisors changes to the size and composition of its membership, provided that two-thirds of its members have voted to recommend the change. Recommended changes to size and composition of the WDBCCC membership must be approved by the Contra Costa County Board of Supervisors.
- G. The members of the WDBCCC shall not be paid for their services, but shall be reimbursed for their necessary and actual expenses incurred in the performance of their duties connected with their activities or responsibilities under the WIOA and/or other programs under the purview of the

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WDBCCC. All requests for reimbursement must be submitted in accordance with approved travel and expense reimbursement policies and procedures of the WDBCCC's respective administrative entity.

ARTICLE IV: DUTIES OF MEMBERS

- A. Members shall attend meetings of the WDBCCC and of committees to which they are appointed. The Executive Committee shall routinely review member attendance at WDBCCC and committee meetings.
- B. Members shall notify the Executive Director and/or staff of the WDBCCC, of any expected absence for a meeting at least 48 hours before a regularly scheduled WDBCCC or Committee meeting, indicating good and sufficient reasons for the absence. Such notification may be direct or through staff of the WDBCCC.
- C. Each member of the WDBCCC should serve on at least one standing committee as necessary.

ARTICLE V - OFFICERS AND ELECTIONS

- A. At a minimum, there shall be a Chairperson and Vice-Chairperson. Additional officers (if any) shall be determined by the WDBCCC membership. Any two officer positions, except those of the Chairperson and Vice-Chairperson, may be held by the same person. Whenever possible, the outgoing Chair will continue to serve as an active board member as the Past Chair for at least one year.
- B. The Chairperson shall preside at all WDBCCC meetings, represent the WDBCCC whenever the occasion demands, appoint members to committees, and call special meetings at any time necessary.
- C. The Vice-Chairperson(s) shall assist the Chairperson and assume all the obligations and authority of the Chairperson in his/her absence, and shall chair the Executive Committee. In the event that the Vice-Chairperson(s) are not available, the Past Chair shall serve in this capacity.
- D. The Chairperson and Vice-Chairperson(s) of the WDBCCC will be selected from among business members. If there is no Vice Chairperson, the Chair shall appoint a Vice Chairperson on a quarterly rotating basis. In making such appointments, the Chair will give preference to eligible Committee Co-Chairs.
- E. A WDBCCC member may serve as Chairperson for a period of no longer than two (2) years and as a Vice-Chairperson for no longer than three (3) years.
- F. Any officer may be removed from office by the affirmative vote of fifty percent (50%) rounded-up, plus one (1) of the full membership for conduct, activities or interest detrimental to the interest of

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the WDBCCC, in accordance with Article X, Section C.

- G. A Nominating Committee shall be convened each fiscal year to designate a new slate of officers for the following fiscal year. The Nominating Committee shall be chaired by the Immediate Past Chairperson who shall appoint at least two (2) other Board members, a majority of whom shall represent the business community. In the event the position of Immediate Past Chairperson is vacant, the Chairperson shall appoint the Chair of the Nominating Committee.
- H. The period for officer nominations shall commence upon the establishment of the Nominating Committee and will close 30 days prior to the final regularly scheduled full board meeting of the fiscal year.
- I. A report from the Nominating Committee on selection of officers shall be provided to the members in advance of officer elections and made available to the public. Additional nominations from the floor will be accepted by the chair or acting chair of the WDBCCC before the vote takes place.
- J. An election of officers shall be held no later than the final regularly scheduled full WDBCCC meeting of the fiscal year, though the election date may be changed in any given year if formally determined necessary by the WDBCCC membership. Officers shall be elected by a majority vote of the members present.
- K. Officers' terms will commence on July 1 and end on June 30 of the following calendar year.

ARTICLE VI - VACANCIES

- A. The WDBCCC or its Executive Committee shall review scheduled and unscheduled membership vacancies as they occur and assess associated needs with appointing a replacement. The WDBCCC and Executive Committee shall consider applicable federal, state, and local membership guidelines in formulating a recommendation for review. A majority vote of members present at a WDBCCC or WDBCCC Executive Committee meeting is needed to affirm the recommendation.
- B. The WDBCCC Chairperson shall immediately report to the Contra Costa County Board of Supervisors any unscheduled vacancy.
- C. A vacancy in any officer position may be filled by the WDBCCC for the unexpired term of the position by a majority vote of the members attending a called meeting of the full WDBCCC membership or the WDBCCC Executive Committee.
- D. Nominations for appointment to the WDBCCC shall be made in accordance with the Workforce Innovation and Opportunity Act. Nominees will be presented by the WDBCCC to the appropriate committee of the Contra Costa County Board of Supervisors' for review and advancement to the Board of Supervisors for final appointment to the WDBCCC.

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ARTICLE VII – MEETINGS, QUORUM REQUIREMENTS, AND RULES OF PROCEDURE

- A. All WDBCCC meetings shall be open, public and noticed in conformance with the provisions of the Ralph M. Brown Act, California Government Code Section 54950 et seq., as amended and the Contra Costa County Better Government Ordinance (BGO). Meetings held at a location within Contra Costa County, California that satisfies the access requirements of the Americans with Disabilities Act.
- B. Regular meetings of the WDBCCC shall be held at least once each calendar quarter, and shall be conducted in accordance with all applicable federal, state and local laws.
- C. Special or emergency meetings of the WDBCCC may be called at any time by the Chairperson, the Executive Committee, or upon written request of at least a majority of WDBCCC members. Notice of a special or emergency meeting will include the time, date, place, and purpose. The notice, time permitting, shall be not less than one working day before such meeting date. All meetings will be subject to applicable laws and ordinances.
- D. Alternative technological means such as telephone or video conferencing may be used at a WDBCCC standing or ad hoc meeting as technological resource availability permits and as permissible by the Ralph M. Brown Act.
- E. Fifty percent (50%) rounded-up of the filled number of seats will constitute a quorum of the full WDBCCC or a WDBCCC committee. In the absence of 50 percent rounded-up in attendance, the meeting shall be cancelled no later than thirty (30) minutes after scheduled meeting time provided that entire WDBCCC has been given proper notice as stated in these bylaws.
- F. When issues arise that require members to recuse themselves from the voting process and there is not a quorum due to a conflict of interest, the vote shall be moved to another meeting when there are sufficient unconflicted members to vote.
- G. When a quorum is present, each regular voting member shall have one (1) vote when present. No proxies or absentee votes shall be permitted. A quorum must be maintained at all times for voting purposes. .
- H. All meetings of the WDBCCC and its committees shall be guided by the current edition of Roberts Rules of Order, Revised.
- I. The WDBCCC shall be governed in its activities by all applicable laws, regulations and instructions.

ARTICLE VIII - COMMITTEES

- A. The WDBCCC Chairperson may establish Standing Committees, Ad Hoc Committees and Task Forces as necessary and shall designate the chairpersons.

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- B. The size and purpose of each Standing or Ad Hoc Committee shall be determined by the WDBCCC Chairperson, in consultation with any designated Committee Chairperson(s). Every effort shall be made to ensure that each Standing committee is comprised of five (5) or more members of the WDBCCC.
- C. Each WDBCCC Standing Committee will have a minimum of one (1) chairperson with responsibility for conducting the regular business of that respective committee.
- D. Any WDBCCC member may serve as a Committee Chairperson or Co-Chairperson. WDBCCC members may serve as Chairs of a single WDBCCC Standing Committee for a period or no more than two (2) years.
- E. There shall be an Executive Committee composed of the WDBCCC Chairperson, the Vice-Chairperson(s), and a past WDBCCC Chairperson, one (1) to two (2) voting members-at-large, and the Chairpersons of Standing Committees. In the event a past Chairperson is not available, the Chair may appoint an additional member-at-large. At least fifty percent (50%) plus one of the Executive Committee members shall be business member representatives.
- F. The Executive Committee shall meet at a regularly scheduled time and is authorized to act on behalf of the Workforce Development Board on those matters delegated to it by the WDBCCC. For those matters not delegated to it by the WDBCCC, the Executive Committee is authorized to meet and act on behalf of the WDBCCC at such times as may be determined necessary by the Chairperson, provided that such actions taken by the Executive Committee shall be ratified by the WDBCCC at its next regularly scheduled meeting.

The responsibilities of the Executive Committee shall include:

- Approving annual budgets and forwarding to the WDBCCC for review;
- Obligating and approving awards of contracts, grants, and/or other funding related to programmatic and/or operational objectives (requires a 2/3 vote of Executive Committee members present for approval) before the recommendation to the Board of Supervisors;
- Hearing budget related matters and forwarding appropriate items to the WDBCCC
- Developing legislative/advocacy platforms and position statements
- Developing operational and policy objectives
- Appointing non-WDBCCC members to serve on WDBCCC Standing committees. These members may vote on matters put forth to the respective WDBCCC committee(s), but they are not voting members of the WDBCCC.
- Recommending membership appointments and resignations from the WDBCCC to the Board of Supervisors as necessary

At least once a year the Executive Committee will be charged with examining WDBCCC planning documents and priorities. The Executive Committee will coordinate committee activities, review committee reports and provide recommendations and advice to the WDBCCC on all matters within the jurisdiction of the bylaws.

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ARTICLE IX - STANDARDS OF CONDUCT AND CONFLICT OF INTEREST

Members of the Workforce Development Board will:

- A. Avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain by recusing themselves from the discussion and action taken.
- B. Exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.
- C. Disclose potential financial conflict of interest by filing Form 700 and all other necessary and required documents
- D. Not solicit or accept money or any other consideration from any person for the performance of an act reimbursed in whole or part with Workforce Innovation and Opportunity Act funds.
- E. Not participate nor vote on contracts or grants relating to services provided by that member or the entity he or she represents, if the member or the entity financially benefits from the decision.
- F. Abide by all conflict of interest codes and attend requisite training.

ARTICLE X - TERMINATIONS

Any member may be terminated from membership on the WDBCCC by one of the following actions:

- A. Resignation. Resignation of WDBCCC members should be effected by a written letter of resignation submitted to the Chairperson of the WDBCCC and the Contra Costa County CEO.
- B. Failure to attend three consecutive regularly scheduled full WDBCCC and/or committee meetings, excessive excused absences from regularly scheduled WDBCCC and/or committee meetings, or failure to resign when he/she ceases to be a representative of the group from which he/she was selected. Said conduct shall automatically be reviewed by the WDBCCC Executive Committee, which in turn shall present a recommendation to the WDBCCC. A majority vote of the WDBCCC membership is needed to affirm the recommendation.
- C. For conduct, activities, or interest detrimental to the purpose of the WDBCCC. Said conduct is subject to review by the Executive Committee, which in turn shall present a recommendation to the WDBCCC. An affirmative vote of fifty percent (50%) rounded-up, plus one (1) of the full membership is needed to ratify the recommendation.

Workforce Development Board Of Contra Costa County (WDBCCC)
Organization Bylaws

ARTICLE XI - AMENDMENTS

These bylaws may be altered, amended or repealed at any regular meeting of the WDBCCC by a vote of two-thirds (2/3) of the voting members present where there is a quorum, provided notice of the proposed change shall have been disseminated to each representative no less than seven (7) days prior to such meeting.

Adopted by Workforce Development Board on **August 2, 2016**

Approved by the Contra Costa County Board of Supervisors on **July 18, 2017**

DATE: August 6, 2019
TO: Full Board/Executive Committee
FROM: Workforce Development Board Staff
RE: **Recommendation to release RFP for WIOA Youth Services**

A. BACKGROUND

The WDB and its Youth Committee typically issue a Request for Proposals (RFP) for WIOA Youth Services every three years. After successfully prevailing in their bids, the current service providers were awarded contracts in July 2014 in response to RFP #1134. In order to comply with County policy and WIOA requirements regarding competitive process, a new RFP must be issued during program year 19-20 for services to begin no later than October 1, 2020.

Past RFP development through the WDB has involved the process of:

- 1) Outreach with community stakeholders to identify possible geographic needs and service trends,
- 2) Convening focused conversations with current service providers to discuss current program trends and identify gaps in current program design and
- 3) Identifying WDB and Youth Committee members to work with staff on the program design component of the RFP process.

B. CURRENT SITUATION

The WDB Youth Program Staff continues to outreach to the community; focused conversations with current service providers have also taken place. Additionally, an Ad Hoc Committee was formed to identify priorities for the Youth RFP. The Ad Hoc Committee met once (May 2nd) and plans to convene a couple more times before an RFP for WIOA Youth services is published. The Ad Hoc reviewed the prior RFP, discussed performance outcomes, funding challenges, characteristics of in-school youth vs. out-of-school youth, and geographic areas of the county that have high need. Copies of the meeting agenda and supporting materials are attached to this staff report.

Contracts with current youth service providers, Contra Costa County Office of Education and the Mount Diablo Unified School District run through September 30, 2019. Renewals were processed for 15 months instead of the usual 12 months to promote more effective summer programming and to align better with WIOA Youth funding cycles.

The time needed to release an RFP, evaluate proposals, select providers, and negotiate and execute contracts can easily exceed a year.

The Executive Committee reviewed the RFP at their July 10th meeting and voted to approve and recommends full board approval to move the RFP forward in the process.

C. RECOMMENDATION

Recommend to the Full Board and/or Executive Committee that action be taken to seek the required Board of Supervisors Approval for release of an RFP for WIOA Youth Services. If approved, the Executive Committee and/or Full Board will be able to move forward with the recommendation in June and the item could be placed on a Board of Supervisor's meeting agenda in July.

D. FISCAL IMPACT

Exact funds available in this RFP will not be known until the State of California releases program year 2020-2021 allocations. Based on PY 19-20 Youth allocation amounts minus WDB staff and operations costs, an estimated \$1,100,000 may be available for the provision of WIOA Youth Services.

E. SCHEDULE

Approving Staff's Recommendation will ensure approvals move forward in accordance with the Board of Supervisor's meeting schedule. See the attached RFP Timeline for a detailed schedule of RFP Development Activities.

A1a: Ad Hoc Committee Meeting Agenda and supporting materials

A1b: WIOA Youth Services RFP Timeline

Ad Hoc Committee Meeting – Youth RFP

May 2, 2019

2pm – 3:30 pm

Concord AJCC, Room C

4071 Port Chicago Hwy, Ste. 250 Concord CA 94520

AGENDA

2:00 pm

- Introductions
- Meeting Requirements

2:10 pm Overview of Current Conditions

- Sample RFPs
- Current Performance Indicator Levels/Expected Outcomes
- WDB Actual Performance
- WIOA Youth Funding Allocations
- Status of Compliance Factors
 - Out of School Youth Expenditure Requirements
 - Work Based Learning Expenditure Requirements
 - Programmatic & Fiscal Monitoring Outcomes

2:30 pm Discussion

- List of Gems/Best Practices
 - Terminology - “Emerging Workforce” instead of “Youth”
 - Alignment of funding with geographic areas of high need
 - Industry-sector focus
 - Focus on Career Pathways
- Sample Evaluation Tools & Common Evaluation Factors
- Ad Hoc Recommendations for Youth Committee

Reference Information:

I. WIOA Title I Youth Performance Measures Statutory Requirements		Negotiated Levels	
		PY 18-19	PY19-20
• Measureable Skills Gain		30.77%	31.27%
• Credential Attainment		55.6%	56.6%
• In Post-Secondary Education or Employment – 2 nd Qtr. after exit		66.0%	68%
• In Post-Secondary Education or Employment – 4 th tr. after exit		63%	65%
• Median Earnings (Adult benchmark is \$6,100 a quarter)		baseline	baseline
II. Expenditure Requirements:			
• 75% of Total Allocation must be spent on Out-of-School Youth (CA is considering 2 waivers that would modify this requirement)			
• 20% of Youth funds must be spent on Work Based Learning Activities			
III. Contra Costa WDB <u>Program</u> Funding Allocations in Previous Years (rounded to nearest 100K)		Contracted Amounts	
Program Year 16-17	\$1.5 mil		
Program Year 17-18	\$1.3 mil (Revised)		\$1,065,478
Program Year 18-19	\$1.29 mil (Revised)		\$1,054,925
Program Year 19-20	\$1.14 mil		\$1,125,000
IV. Priority Industry Sectors – East Bay Region and Contra Costa WDB			
• Advanced Manufacturing			
• Information & Communication Technology (ICT)			
• Biomedical			
• Healthcare			
• Transportation & Logistics			
• Energy & Construction			

WIOA Youth RFP Planning

Potential RFP Priorities

- Geographic Areas – High Poverty Areas, county defined-areas
- Barriers of Proposed Population
- Priority Industry Sector Alignment (jobs/school programs)
- Priority on certain WIOA Activities (example – Work experience)

Potential RFP Evaluation Factors:

- Evidence of Expertise & Organizational Experience (including Past Performance)
- Program Design and Service Delivery
- Collaboration and Partnerships
- Personnel & Staffing Plan
- Data Collection, Performance Reporting & Monitoring
- Budget & Budget Narrative
 - Program Cost
 - Leveraged Resources (cash and/or in-kind)

WIOA YOUTH SERVICES RFP TIMELINE - **DRAFT**
Contra Costa

A1b

Event	Timeline
Gather Info to Inform RFP - sample Youth RFPs, feedback from providers, best practices in youth development/ Youth Committee Meeting	Now - July 30, 2019
Interested Parties Distribution list	Now - September 2, 2019
Define scope & priorities for RFP - (Who, Services, Region, Evaluation Criteria)/ Youth Committee Meeting	Now - Aug 15, 2019
Update of RFP Amount once allocation and Carry-over estimates known	April or May, 2019
Youth Committee Recommendation for Release of RFP/ Youth Committee Meeting	June 11, 2019
Exec or Full Board Recommendation for Release of RFP	June 12, 2019
Board of Supervisors - Approval to Release RFP	July 23, 2019
Draft RFP Complete	May 10, 2019 - Aug. 15, 2019
RFP Published	August 20, 2019
Bidders Conference &/or Webinars	Sept. 10, 2019
Invitation to Read/Rate - recruit review panel/Youth Committee Meeting	Sept. 3 - Oct. 31, 2019
Questions and Answers - posting period	Sept 10, 2019 -
Deadline for RFP Submission	October 31, 2019
Compliance Review - Contracts	November 1-8, 2019
Fiscal Evaluation Review period/ Youth Committee Meeting	November 8 - 25, 2019
Programmatic Evaluation period	December 3 - 17, 2019
Orientation for Evaluators	December 3, 2019
Evaluators Read & Rate	December 3 - 16, 2019
Reconciliation of Scores/Ranking	December 17, 2019
Youth Committee - Recommendation of Awards	January 14, 2020
Conditional Award Letters Sent	January 14, 2020
Appeal period (10 business days from letter mailing)	January 15 - 29, 2020
Exec or WDB Full Board approval of funding recommendations	February 1, 2020
Board of Supervisors - Approval	February 1, 2020
Contract Negotiations/Contract Development	January 17 - April 1, 2020
Contract Signatures - Insurance Proof, Etc	June 22, 2020
Contract Start Date	July 1 or October 1, 2020

DATE: August 6, 2019
TO: Full Board/Executive Committee
FROM: Workforce Development Board Staff
RE: **Approve 501c3 Articles of Incorporation**

This memo brings forward a request for approval to submit Articles of Incorporation to the Employment and Human Services Department, County Administrator and subsequently the County Board of Supervisors, to pursue the creation of a nonprofit Public Benefit Corporation to support the Workforce Development Board.

A. BACKGROUND AND DISCUSSION

The WDBCC has been discussing the option of developing a 501c3 Public Benefit Corporation for some time now. A nonprofit Public Benefit Corporation with state and federal tax exempt status (commonly known as a 501(c)(3)) could support the mission, vision, and activities of the WDB by providing a discretionary source of funding that is not restricted to a particular government program or activity. Further, the WDB has found itself limited in its ability to solicit grant funding and private contributions to support potentially beneficial economic and workforce development-related activities.

B. CURRENT SITUATION

On February 5, 2019, the WDBCCC authorized WDB Staff to pursue approval from the Employment and Human Services Department, County Administrator, and Contra Costa County Board of Supervisors to form a nonprofit Public Benefit Corporation.

This item will update the Board on progress and timeline regarding the status of establishing a 501c3 for the WDBCCC and seek approval to move forward with articles of incorporation.

The Executive Committee reviewed the articles of incorporation at their July 10th meeting and voted to approve and recommends full board approval to move the articles of incorporation forward in the process.

C. RECOMMENDATION

Approve Articles of Incorporation to move forward for review and approval from the Employment and Human Services Department, County Administrator, and Contra Costa County Board of Supervisors, in order to form a nonprofit Public Benefit Corporation.

D. SCHEDULE

Establishing a non-profit organization for the WDB is subject to final review and consideration by its parent department, the Contra Costa County Employment & Human Services Department (EHSD), County Counsel, and Board of Supervisors. Pending approval of these entities, the timeline for the establishment of a non-profit organization supporting the WDB is determine mostly by federal and state regulations, guidelines, and processes.

E: ATTACHMENTS

A2a: Articles of Incorporation for a Public Benefit Corporation to Support the Workforce Development Board of Contra Costa County

**Articles of Incorporation of the
Workforce Development Corporation Foundation of Contra Costa County
A California Nonprofit Public Benefit Corporation**

I.

The name of this corporation is:

Workforce Development Corporation Foundation of Contra Costa County.

II.

This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes. The purpose the corporation is to seek out public and private resources in the form of financial and other types of contributions, for the purpose of expanding economic opportunities for those with barriers to employment, engaging the private sector in the development of the local workforce, and strengthening the local economy. To achieve this purpose, the corporation will work in concert with the Workforce Development Board of Contra Costa County to help it achieve its mission of bringing together leaders from business, economic development, education, labor, community-based organizations, and public agencies to align a variety of resources and organizations to enhance the competitiveness of the local workforce and support economic vitality in the region.

This corporation is organized exclusively for charitable or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding provisions of any later federal tax laws. Notwithstanding any other provision of these articles, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation, and the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding provisions of any later federal tax laws, or (b) by a corporation, contributions to which are deductible under Section

170(c)(2) of the Internal Revenue Code of 1986, or corresponding provisions of any later federal tax laws.

III.

The name and address in California of the corporation' initial agent for service of process are as follow:

Donna Van Wert
Executive Director
Workforce Development Board of Contra Costa County
4901 Port Chicago Highway, Suite 250
Concord, CA 94520

IV.

- (a)** No substantial part of the activities of this corporation shall consist of lobbying or propaganda, or otherwise attempting to influence legislation, except as provided in Section 501(h) of the Internal Revenue Code of 1986, and this corporation shall not participate in or intervene in (including publishing or distributing statements) any political campaign on behalf of any candidate for public office.
- (b)** The property of this corporation is irrevocably dedicated to the purposes set forth in Article II, above, and no part of the net earnings of this corporation shall inure to the benefit of any of its directors, trustees, officers, private shareholders or members, or to individuals. On the winding up and dissolution of this corporation, after paying or adequately providing for the debts, obligations, and liabilities of the corporation, the remaining assets of this corporation shall be distributed to an organization (or organizations) organized and operated exclusively for charitable or education purposes which has established its tax-exempt status under section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding provisions of any later federal tax laws, or to an appropriate public entity for exclusively public purposes

under section 170(c)(1) of the Internal Revenue Code of 1986, or corresponding provisions of any later federal tax laws.

- (c)** This corporation will distribute its income for each tax year at such time and in such manner as not to become subject to the tax on undistributed income imposed by section 4942 of the Internal Revenue Code of 1986 or corresponding provisions of any later federal tax laws.
- (d)** This corporation will not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1986, or corresponding provisions of any later federal tax laws.
- (e)** This corporation will not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1986, or corresponding provisions of any later federal tax laws.
- (f)** This corporation will not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1986, or corresponding provisions of any later federal tax laws.
- (g)** This corporation will not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1986, or corresponding provisions of any later federal tax laws.

Date: _____

Donna Van Wert
Executive Director

DATE: August 6, 2019
TO: Full Board/Executive Committee
FROM: Workforce Development Board Staff
RE: **Recommend Approval of Revised CLEO Agreement**

This memo brings forth the recommendation for a revised agreement between the Workforce Development Board and the Contra Costa County Board of Supervisors as the chief local elected official responsible for the local board designation.

A. BACKGROUND AND DISCUSSION

To be awarded WIOA funds, states must first designate local workforce development areas⁹. The purpose of a local area is to serve as a jurisdiction for the administration of workforce development activities and funds allocated by the state for the one-stop system, adult, dislocated worker, and youth programs¹⁰. The local governmental unit is the grant recipient for the formula funds awarded to local workforce development areas and is liable for the funds. Within each local workforce development area, the local workforce development board, appointed by the chief local elected official(s), oversee the functions of the administrative entity. The local boards, together with the chief local elected official(s) as assigned by WIOA, are responsible for strategic planning, service delivery design choices, resource investment decisions, one-stop infrastructure cost negotiations, and coordination among the one-stop partners at the sub-state level.

Once a local workforce area has been designated, the chief local elected official is required to appoint a local workforce development board. There must be one workforce development board for each workforce development area in a state. Workforce development boards are organized differently around the country. Some of the boards are organized as not for profit corporations. Others operate under the umbrella of a local governmental unit in a manner similar to that of a planning and zoning board appointed by a county or municipality. Staff providing support for the board may be employed directly by the board, by a governmental unit in the workforce development area, by a council of governments or an alternative entity under contract with the board or governmental unit.

In a workforce development area consisting of one unit of local government, it is easy to identify the chief local elected official. It will either be the mayor or the chair of the county commission, depending on the nature and type of governmental unit. In a local area that includes more than one unit of general local government, it will be those elected officials designated pursuant to a contract or an agreement, sometimes referred to as an inter-local agreement, entered into between those units of government to form a consortium of governments as described in WIOA §107 (c)(1)(B).

The agreement must address who will appoint the local workforce development board members, the appointment process, and how the local elected officials will carry out the responsibilities assigned to

local elected officials under WIOA. Where local elected officials representing multiple units of government in a local workforce development area cannot come to an agreement, the law directs the governor to step in and appoint the workforce development board.

Multiple units of government entering into an inter-governmental or inter-local agreement may consider creating a council or board consisting of a representative number of elected officials from the units of government in the area authorized to act for all the governmental units in that workforce area. Generally these agreements should describe:

- How the WIOA required actions and activities attributable to the local elected officials will be carried out;
- The process for selecting one of the elected officials to serve as the chief local elected official for the local area;
- How liability for the funds will be distributed among the governmental units; and
- The selection process for the workforce development board members.

The agreement may also include any other conditions agreed to by the elected officials. The form of agreement will be governed by the state law.

The following are the responsibilities assigned solely to local elected officials under WIOA:

- Serve as the grant recipient or designate a sub-grant recipient
- Enter into agreements with each other in multi-jurisdictional areas
- Be liable for the funds
- Request local area designation
- Select a fiscal agent
- Create by-laws with respect to the local board appointment process
- Appoint local workforce board members
- Identify individuals in addition to the mandatory board members to serve on the local board
- Consult with the governor on the reorganization or decertification of local boards

The role of the local elected officials in oversight over the workforce system can be limited to those things described in the law or can be expanded to meeting jointly with the board they appoint and weighing in on all the decisions.

The state, chief local elected official(s) and local boards all have distinct and overlapping roles in providing policy direction and oversight over the workforce development system. At the local level, the chief local elected official(s) and local workforce development boards are jointly responsible for the tasks listed below.

- Comment on the state plan
- Develop the local plan

- Regional planning
- Set policy for the local area
- Enter into an agreement regarding their roles and responsibilities
- Develop the local board budget
- Approval of non-mandatory AJCC partners
- Select and terminate the one-stop operator
- Work with the governor in a disaster
- Oversight
- Negotiate the performance measures
- Appeal a governor decision to reorganize

B. CURRENT SITUATION

The WDB CLEO agreement is in need of updating for multiple reasons most importantly to be in alignment with WIOA. The Executive Committee reviewed the updated agreement at their July 10th meeting and voted to approve and recommends full board approval to move the revised agreement forward in the process.

C. RECOMMENDATION

Approve Revised Chief Elected Official Agreement to move forward for review and approval from the Employment and Human Services Department, County Administrator, and Contra Costa County Board of Supervisors.

D. SCHEDULE

Action on this item will result in approval from the Full Board and request for approval from the Board of Supervisors (BOS) however this agreement will need to be reviewed by both the county counsel (CC) and the county administrators office (CAO) before going to the BOS. This can often take a great deal of time and necessitate some negotiation in language. If there is significant rewrites required from CC and CAO, the agreement will need to come back before the WDB for subsequent approval of any significant changes.

E. ATTACHMENTS

A3a – Previous WDBCCC CLEO Agreement

A3b – Revised WDBCCC CLEO Agreement

**Agreement between the Workforce Development Board of Contra Costa
and the Contra Costa County Board of Supervisors
for the Administration and Oversight of the Workforce Investment Act
of 1998**

1. **Purpose.** The purpose of this Agreement is to define the roles and responsibilities for the administration of the Workforce Investment Act of 1998 and its regulations and any and all directives as may be prescribed by the Governor for the partnership between the Workforce Development Board of Contra Costa and the Contra Costa Board of Supervisors. Through this partnership the WDB and the BOS will endeavor to provide effective local policy development for and administration and oversight of WIA.
2. **Background.** The United States Congress has established and enacted the Workforce Investment Act of 1998 (20 C.F.R. Part 652, et. al. Public Law 105-220, 112 Stat 936), which authorized the expenditure of federal funds for workforce investment systems in designated local workforce investment areas (Local Area). Contra Costa County ~~has been~~ designated as a Local Area in the State of California Strategic Five-Year Plan signed and approved by the Governor. WIA requires that the local workforce investment board and the chief local elected official work in partnership. WIA requires the establishment of a workforce investment board (in Contra Costa County the WDB.)
3. **Term** This Agreement ~~call~~ apply to the period commencing on July 1, 2003 through June 30, 2005, inclusive, and shall thereafter be automatically renewed for one year periods from year to year until its termination as provided herein.
4. **WDB Responsibility and Authority.** Contra Costa County Resolution 2000/342 dated May 9, 2000 designated the WDB as the local workforce investment board. As such, the WDB is empowered to provide workforce policy development, design and oversight with respect to operations and activities under the Local Plan, in accordance with WIA. The WDB is responsible for:

Should be 8 functions of the Act

- A. **Development of the Contra Costa County Local Plan.** The WDB shall be responsible for the development of the Local Plan for the Local Area, as required by WIA, in accordance with the following conditions:
 - (1) The WDB shall identify the employment needs of the Local Area's unemployed and under-employed, the labor force needs of area employers, and appropriate linkages between funds made available under WIA and economic development activities in the area; and shall conduct such other analyses as are required by WIA or which the WDB determines to be appropriate and necessary to discharge

- its responsibilities;
- (2) The WDB shall solicit the input and participation of the local business community, job seekers and all other stakeholders regarding the provision of workforce investment system services in the Local Area;
 - (3) The WDB shall develop and maintain a process to secure public input and comment on the Local Plan and programs to be funded under WIA; and
 - (4) The WDB shall, upon approval and signature of the WDB Chair and the Chair of the BOS, be responsible for submittal of the Local Plan to the Governor of the State of California for approval.
- B. **WDB Membership.** WIA requires the establishment of a partnership between the public sector and the private sector of the development and administration of workforce investment systems. The WDB shall be responsible for the recruitment and recommendations to the BOS of new WDB and Youth Council members who support this public/private sector partnership.
- C. **Establishment of the WDB Youth Council.** The WDB shall establish and oversee the WDB Youth Council for Contra Costa, a subgroup of the WDB required by WIA.
- D. **Negotiation of Memoranda of Understanding.** The WDB shall negotiate and execute memoranda of understanding and cost sharing agreements with its WIA mandated partner agencies for the provision of required core services in the One-Stop Centers, as required by WIA. These memoranda and agreements shall be sent to County Counsel for review and approval as to form.
- E. **Workforce Policy.** The WDB shall develop and oversee the implementation of workforce policy for the Local Area. Specific areas of policy development include, but are not limited to: the One-Stop system, youth activities, employment and training activities under WIA, local workforce systems performance, promoting private sector involvement in the workforce investment system, and strengthening economic development strategies.
- F. **Workforce Investment Programs, Services & Activities.** The WDB shall be responsible for the day-to-day planning, oversight and evaluation of workforce investment programs, services and activities within the Local Area. In carrying out these responsibilities the WDB shall have the following authority:
- 1) **Designation of the One-Stop Operator.** The WDB will specify the role and responsibilities of the operator in accordance with 20 CFR

Part 662.400. The WDB shall be solely responsible for the program design and scope of work to be provided by its designated One-Stop Operator. With Approval of the BOS, the WDB may designate its One-Stop Operator through competitive processes or through a selection of a consortium of WIA mandated partner agencies.

- 2) **Selection of Service Providers.** The WDB shall develop program design, provide input to the procurement process, and select workforce investment service providers for the Local Area. Selected service providers will be forwarded to the BOS for approval of contracts.
- 3) **Budget Development.** The WDB shall develop a budget for the purpose of carrying out its duties, including allocations of funding including operating expenses, program services and activities. The WDB budget will be forwarded by the fiscal agent to the BOS for approval.
- 4) **Information Management and Reporting.** The WDB shall oversee systems for managing and reporting information on workforce investment programs, services and activities. This includes any management and reporting systems required by funding sources as well as any additional systems the WDB deems necessary for effective planning and evaluation.
- 5) **Monitoring and Oversight.** The WDB shall monitor its workforce investment programs, services and activities, including monitoring of expenditures. The WDB may modify specific allocations of funding to service providers, and/or contract service plans as a result of monitoring, subject to the approval of the BOS.

G. **Other Workforce Investment Related Funds.** As the designated local workforce investment board, the WDB may be eligible to apply for other workforce related funding. ~~The WDB may elect to apply for this funding individually or in partnership with other local workforce investment boards.~~ In partnership with the BOS, the WDB may apply for any additional funding it deems appropriate to support and/or leverage existing workforce investment policies and activities approved under the Local Plan; however, all awards of funding and contractual agreements issued as a result of successful applications will be subject to the approval of the BOS.

H. **Grievance Procedures.** The WDB shall develop and manage a written process to hear and resolve grievances which may be brought by customers of the workforce investment system, contract service providers, eligible training providers, and other interested parties, as required by WIA.

I. **Annual Report.** The WDB shall prepare and present a written annual report, summarizing the successes and challenges faced in achieving the goals set forth in the Local Plan. The annual report shall be submitted to

the BOS, economic development organizations, educational institutions and other workforce investment system stakeholders.

3. **BOS Responsibility and Authority.** The BOS is chief local elected official and designated grant recipient under WIA. The BOS is primarily responsible for compliance with the provisions of WIA, Title I, Subtitle E, Section 184 (d)(1) as related to its potential liability with the State for all funds not expended in accordance with the WIA and any and all regulations and/or those directives as may be prescribed by the Governor. The BOS is also responsible for:
 - A. **Receipt of Funding.** The BOS shall receive from the federal government, through the State of California as required, WIA funding and shall make such resources available to fund the local plan. This provision shall also apply to other workforce investment related funds received as a result of WDB applications referenced in Paragraph 4.G. above.
 - B. **Appointment of WDB Members.** The BOS shall designate and appoint the local workforce investment board in accordance with State criteria, and review and appoint new WDB members upon recommendation by the WDB. Any additional criteria for WDB member approval desired by the BOS will be communicated to the WDB.
 - C. **Approval of the Contra Costa County Local Plan.** The BOS will review the Local Plan as developed by the WDB, and may include any necessary amendments before approval. In the event that the WDB and the BOS cannot reach mutually satisfactory agreement on approval of the Local Plan, as required by WIA, representatives of the WDB and the BOS shall meet and attempt to resolve such disagreement. When one or more parties to this Agreement concludes that agreement between the WDB and the BOS cannot be reached, any and all unresolved issues pertaining to the Local Plan shall be referred to mediation of a three-member panel consisting of one representative of the WDB, one representative of the BOS, and one impartial representative who is acceptable to the WDB and BOS representatives.
 - D. **Designation of Fiscal/Administrative Agent.** The BOS will provide administrative support services to the WDB including, but not limited to, budget and fiscal services, personnel, information technology and legal services as may be required to comply with WIA, and any and all regulations and/or those directives as maybe prescribed by the Governor, and all other applicable, associated Federal and State laws and regulations. With the agreement of the WDB, the BOS may designate one of its Departments to act as fiscal/administrative agent under this Agreement. At a minimum, the designated fiscal/administrative agent shall:
 - (1) maintain a consolidated office support and staff structure sufficient

to meet the needs of the WDB. Staff will perform administrative duties for the WDB and will also perform compliance-related duties required of the BOS as grant recipient;

- (2) manage procurement processes, including competitive solicitation and contractual agreements, as directed by the WDB and the BOS;
- (3) process and report approved expenditures to appropriate funding sources;
- (4) report expenditure information to the WDB and the BOS in a manner that is satisfactory to both entities.

6. **Joint Responsibility and Authority.** The WDB and BOS agree that there is joint responsibility for the implementation of a successful workforce development system in Contra Costa County. This system should be developed and structured to foster a competitive workforce advantage for the County. Accordingly, to the degree resources are available, the WDB and BOS agree to be jointly responsible for:

- A. **Adoption and Implementation of WIA Principles.** The WDB and BOS shall cooperate to create a local workforce investment system which incorporates the WIA Principles of streamlining services, empowering individuals, universal access, increased accountability, strong role for local workforce investment boards and the private sector, state and local flexibility, and improved youth programs. Both parties will ensure that workforce investment services will be provided to all job seekers and employers according to their needs, regardless of characteristic or affiliation.
- B. **Liaison between the WDB and the BOS.** In an effort to enhance communications between the BOS and the WDB, each party shall designate an individual staff member(s) to act as a liaison with the other. The liaisons will be responsible for sharing workforce investment related goals, challenges, activities and information from each party on an on-going basis. Furthermore, year-end accomplishments and upcoming year challenges should be reported annually.
- C. **Selection of WDB Executive Director.** The WDB Executive Director shall be appointed by and serve at the pleasure of the BOS or its designee. However, the BOS or its designee must invite participation and input on the selection process from the WDB. The WDB may initiate discussions with the BOS regarding compensation, appointment, or dismissal. In addition, the BOS shall not dismiss said department head without discussing with and giving reasonable consideration to any concerns expressed by the WDB. The current WDB Executive Director is approved by both parties to the Agreement and need not be re-appointed upon signing this Agreement, but shall continue to serve unless and until terminated pursuant to this paragraph.

- D. **Review of Designated Fiscal/Administrative Agent.** At the request of either party, WDB members and Chief Administrator Officer (CAO) staff may meet to review the performance of the BOS designated fiscal/administrative agent.
7. **Incorporation of the WDB.** The WDB may elect at a future time to incorporate. If so elected, incorporation shall be effected in conformance with the laws of the State of California. Thereafter, tax-exempt status as a non-profit corporation under U.S. Internal Revenue code Sections 501(c)(a), 501(c)(4) or 504 shall be maintained at the discretion of the WDB. The WDB shall obtain errors and omission insurance in an amount sufficient to protect the funds dispersed at its direction under this Agreement.
8. **Dispute Resolution.** It is the joint authority and responsibility of both parties to this Agreement to ensure effective service delivery which provides the most beneficial mix of workforce investment activities to job seekers and private employers in Contra Costa County.
- A. **Local Plan Disputes.** In the event that the WDB and the BOS cannot reach mutually satisfactory agreement on approval of the Local Plan, as required by WIA, representatives of the WDB and the BOS shall meet and attempt to resolve such disagreement. When one or more parties to this Agreement concludes that agreement between the WDB and the BOS cannot be reached, any and all unresolved issues pertaining to the Local Plan shall be referred to mediation of a three-member panel consisting of one representative of the WDB, one representative of the BOS, and one impartial representative who is acceptable to the WDB and BOS representatives.
- B. **Other Disputes.** In the event that one party disagrees with the action or the policy of the other party, the matter shall be referred to the County Administrator for recommendations for resolution. In the event resolution cannot be reached that matter will be referred to mediation.
9. **Termination.** Either the BOS or the WDB may terminate this Agreement upon sixty (60) calendar days prior written notice to the other party specifying the date of termination. Either party may terminate this Agreement for cause by giving the other party five (5) calendar days prior written notice of its intent to so terminate. Cause for termination results from the failure of the defaulting party to remedy any default in the performance of its obligations hereunder within five (5) working days after the non-defaulting party has given the defaulting party written notice of the default and the nature thereof. Cause for termination may also result from a termination of the grant funds through no fault of either party.
10. **Amendments.** Either the WDB or the BOS may propose amendments to this Agreement at any time. Any amendment to this Agreement shall require the

approval of the majority of each party hereto, and shall be in written form.

11. **Notices.** All notices hereunder shall be in writing and shall be served either by personal delivery or by first class mail, properly addressed and postage pre-paid, as follows:

BOS: Contra Costa County Board of Supervisors
 County Administration Building
 651 Pine Street Room 106
 Martinez, CA 94553

WDB: Workforce Development Board of Contra Costa
 2425 Bisso Lane, Suite 100
 Concord, Ca 94520

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the dates set forth below:

WORKFORCE DEVELOPMENT BOARD OF CONTRA COSTA:

_____	DATE: _____
Kathleen Robinson, Chairperson	
Attest: _____	DATE: _____
Robert Lanter, Executive Director	

CONTRA COSTA COUNTY BOARD OF SUPERVISORS:

_____	DATE: _____
Mark DeSualnier, Chairperson	

_____	DATE: _____
ATTEST: John Sweeten, County Administrator	
County Administrative Officer/Clerk of the Board	
Of Supervisors of the County of Contra Costa	
By _____	
Deputy Clerk	

Approved as to Form
County Counsel
By _____
Deputy

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) AGREEMENT
Between
CONTRA COSTA COUNTY BOARD OF SUPERVISORS
And the
WORKFORCE DEVELOPMENT BOARD OF CONTRA COSTA
COUNTY

THIS AGREEMENT ("Agreement") is made on July 1, 2019 and entered into between the CONTRA COSTA COUNTY BOARD OF SUPERVISORS, a political subdivision of the State of California (hereinafter "County BOS") and the WORKFORCE DEVELOPMENT BOARD OF CONTRA COSTA COUNTY, (hereinafter "WDBCCC") (collectively, "the parties"). The County BOS and the WDBCCC agree that there is joint responsibility for the implementation of a successful workforce development system in Contra Costa County. This system should be developed and structured to foster a competitive workforce advantage for the County.

RECITALS

WHEREAS, the Workforce Innovation and Opportunity Act of 2014 ("WIOA")¹ authorizes the expenditure of Federal funds for job training programs in local Service Areas (hereinafter "SA"); and

WHEREAS, the Governor has established the California Workforce Development Board (CWDB) and provided for State implementation of the Act in California; and

WHEREAS, the California Workforce Development Board (CWDB) designated Contra Costa County as a WIOA Service Area (SA), and established the East Bay regional planning unit (RPU) to include Contra Costa County; and

WHEREAS, the Act requires the establishment of a local Workforce Development Board (WDB) to provide policy guidance and oversight with respect to a Four-Year Local Strategic Plan for the SA, and accompanying WIOA Regional Plan for the East Bay RPU; and

WHEREAS, the Act requires that a partnership exist between the County and WDB and requires joint approval of the Local Strategic Plan, and East Bay Regional Plan, as prepared by WDB staff and presented to the County in a timely manner; and

WHEREAS, Contra Costa County Resolution 2000/342 dated May 9, 2000, the County appointed a Workforce Development Board of Contra Costa County (WDBCCC); and

WHEREAS, the WDBCCC is to fulfill a set of federally-prescribed roles and responsibilities for both Contra Costa County and the Governor-approved RPU;

WHEREAS, the East Bay Regional Planning Unit (hereinafter "EBRPU") was approved by the CWDB in October 2015, including Alameda County, the City of Oakland, the City of Richmond and Contra Costa County, to work in

¹ 20 CFR Part 652 et al; Public Law 105-220; 20 U.S.C. 9726 (c)

partnership to enhance service delivery for job seekers and employers in the economic region;
and

WHEREAS, the WDBCCC is to meet or exceed WIOA-required performance measures, and related measures associated with special grants or contracts received; and

WHEREAS, the County has had an Agreement with the Workforce Development Board of Contra Costa County, and wishes to continue in a similar partnership under the new Act; and

WHEREAS, the County and the WDBCCC wish to define the scope of their partnership by means of this new updated Agreement.

NOW, THEREFORE, the parties mutually agree:

1. STATEMENT OF PURPOSE

The purpose of this Agreement is:

- A. To reaffirm and update the roles, responsibilities and relationship between the County and the WDBCCC, for the administration of the Workforce Innovation and Opportunity Act (WIOA) and its regulations as may be prescribed by the Governor for the partnership between the WDBCCC and the Contra Costa Board of Supervisors (BOS).
- B. To agree that there are joint responsibilities between the WDBCCC and the BOS for the implementation of a successful workforce development system in Contra Costa County. This system should be developed and structured to foster a competitive workforce advantage for the County. Accordingly, to the degree resources are available, the WDBCCC and the BOS agree to create shared goals and provide effective local policy for education and employment and training programs throughout the county.
- C. To designate that, under the provisions of this Agreement and the definitions contained in the enabling legislation, the County shall act as the Grant Recipient and Fiscal Agent and the WDBCC shall act as the Administrative/Planning Entity and service provider for purposes of the WIOA.

2. DUTIES OF COUNTY AS GRANT RECIPIENT AND FISCAL AGENT

The County, will be legally responsible for all WIOA expenditures in the Contra Costa County Service Area (SA) as required, and on behalf of the East Bay Planning Region if and when expressly agreed to. As such, the County shall perform the following tasks:

- A. Act as the legal recipient for all WIOA funds and select EBRPU grant funds received from the state and federal government and authorize the Contra Costa County Administrator to execute the Local Plan Modifications and any and all related documents, including, but not limited to WIOA Master Sub-grants and other sub-grants or funding agreements, which may be necessary to conduct the official agency business.
- B. Disburse WIOA and EBRPU grant funds in the manner prescribed by the state and federal government.
- C. Operate a sound financial management system that meets generally accepted accounting principles for local governments.
- D. Allocate and account for all funds received and obligated under WIOA and other grant or contract sources.
- E. Pay all claims for authorized payrolls, subcontractors and vendors.
- F. Establish and provide fiscal policies and reporting procedures consistent with federal and

- state guidelines and regulations for WIOA programs or other grant or contracted programs.
- G. Procure and participate in all audits, including participation in the resolution of audit findings.
 - H. Monitor reporting of all fiscal data to the state and federal government.
 - I. Monitor the WIOA property management system for compliance with federal, state, and County standards.
 - J. Provide administrative assistance to WIOA-financed organizations to assist in proper management of WIOA funds.
 - K. Approve both the WIOA Local Strategic Plan and the WIOA Regional Strategic Plan, and any Plan amendments.
 - L. Review and approve (by the Board of Supervisors) the WDBCCC annual operating budget.
 - M. Establish and carry out a fiscal monitoring plan.
 - 0. May appoint a member of the Board of Supervisors or County staff as an ex officio member of WDBCCC and the Executive Committee of WDBCCC.
 - P. Ratify, by the Board of Supervisors, WDBCCC's selection of an individual selected to serve as WDBCCC Executive Director. Such ratification by the Board of Supervisors must be made before the appointment is final. The County may participate in the review and selection process, and present observations, which shall be considered in determining the suitability of the Executive Director for continued responsibility in the position.
 - Q. Appoint WDBCCC Board members from nominations forwarded by WDBCCC according to WIOA regulations and fill vacancies according to WDBCCC Bylaws.
 - R. Conduct fiscal and programmatic monitoring of all WIOA-funded, grant/contract-funded, and/or EBRPU grant funded activities.
 - S. Perform any other duties of a WIOA grant recipient that may be required by law.
 - T. Perform any other services that are mutually agreed to by the parties.

3. DUTIES OF WDBCCC AS ADMINISTRATIVE ENTITY

- A. Contra Costa County Resolution 2000/342 dated May 9, 2000 designated the WDBCCC as the local workforce development board. As such, the WDBCCC is empowered to provide workforce policy development, design and oversight with respect to operations and activities under the Local Plan, in accordance with WIOA. The WDBCCC is responsible to carry out the thirteen (13) federally-prescribed roles and responsibilities of a local WDB, to:
 - 1) Develop the local plan;
 - 2) Perform workforce research and regional labor market analysis;
 - 3) Convene, broker, and leverage workforce stakeholders and resources;
 - 4) Engage employers;
 - 5) Develop career pathways;
 - 6) Identify and promote proven and promising practices;
 - 7) Develop strategies to maximize use of technology accessibility and effectiveness;
 - 8) Conduct program oversight;
 - 9) Negotiate local performance accountability and measures;
 - 10) Select operators and providers;
 - 11) Coordinate with education providers;
 - 12) Develop a budget for activities, and administer grant funds; and
 - 13) Assure accessibility for individuals with disabilities.

- B. Draft and secure both local and state-level approvals, and then maintain compliance with the Local and East Bay Regional Plans.
- C. Develop and execute program services in compliance with the Act, and in support of the planned outcomes of the Local and East Bay Regional Plans.
- D. Conduct all required program procurement and funding hearings.
- E. Perform contract management, and program/fiscal monitoring of subcontractors.
- F. Conduct program evaluations and contract modifications as necessary.
- G. Comply with all County policies relating to procurement.
- H. Ensure all WIOA funds are spent in accordance with County policies, WIOA guidelines, approved budgets, and other grant/contract guidelines.
- I. As the designated local WDB, the WDBCCC may be eligible to apply for other workforce related funding. In partnership with the County BOS, the WDBCCC may apply for any additional funding it deems appropriate to support and/or leverage existing workforce investment policies and activities approved under the Local plan. However, all awards of funding and contractual agreements issued as a result of a successful application will be subject to the approval of the County BOS. Ownership and control governing use of these funds is at the sole discretion of WDBCCC.
- J. Represent WDBCCC at federal, state and regional functions.
- K. Maintain systems for record retention, reporting, intake, eligibility, assessment, training, placement and follow-up.
- L. Comply with required WIOA affirmative action and equal opportunity regulations.
- M. Achieve performance standards, as determined by WIOA, on a yearly basis.
- N. Perform system changes as WIOA law and regulations change.
- O. Provide a regular written update of program activities to the County Board of Supervisors including state and federal reports regarding program operation and compliance.
- P. Provide a monthly update of significant issues of interest to the County.
- Q. Ensure that a WDBCCC representative is available to the Board of Supervisors, on a quarterly basis or as requested by the County, to report on program and related activities.
- R. Perform any other duties that may be required by law of a WIOA administrative entity.
- S. Provide County with a written update on amendments and/or changes to the WDBCCC's Bylaws and/or Articles of incorporation as appropriate.

T. LIAISON BETWEEN THE COUNTY BOS AND THE WDBCCC

- a. In an effort to enhance communications between the County BOS and the WDBCCC, each party shall designate an individual staff member(s) to act as a liaison with the other. The liaisons will be responsible for sharing workforce development related goals, challenges, activities and information from each party on an on-going basis. Furthermore, year-end accomplishments and upcoming year challenges should be reported annually.

U. USE OF FUNDS

- a. It is understood that WDBCCC shall use and expend grant funds for the administration and implementation of the specific grant programs.
- b. Such use and expenditure shall be pursuant to, and in accordance with, all applicable federal and state laws and regulations.
- c. The costs to WDBCCC to plan, administer, operate, and manage the WIOA program shall be paid for solely from funds received by WDBCCC.

- d. In no event shall the costs of administering the workforce development programs exceed the maximum allowable administrative costs as approved by the WIOA, the State, or any other funding source.

V. TIME OF PERFORMANCE

This Agreement shall apply to the period commencing July 1, 2019 and ending June 30, 2020, inclusive, and shall thereafter be automatically renewed for one year period from year to year until its termination as provided herein.

W. MODIFICATION AND TERMINATION

- a. This Agreement may be modified only by a written amendment signed by the parties.
- b. If federal or state legislation is enacted after the execution of this Agreement, and such legislation changes the WIOA statutes and regulations that were in effect when this Agreement was executed, both parties agree to meet and confer to mutually agree on such changes as may be necessary to conform to law.
- c. Time shall be of the essence in modifying this Agreement to conform to subsequently enacted legal requirements. Meet and confer shall commence within seven (7) days of any notice of change in legal requirements.
- d. This Agreement may be terminated by County BOS or WDBCCC, at any time, for any reason upon 90 days' written notice.
- e. This Agreement may be terminated for cause by providing a 30-day notice of default and request to cure. If within those 30-days the default is not cured, the aggrieved party may terminate this Agreement by sending a 15-day termination notice.

X. INDEMNIFICATION

To the fullest extent permitted by law, each Party shall indemnify, defend (at the indemnifying Party's sole cost and expense), protect and hold harmless the other and each of their officers, employees, agents, and volunteers, and all representatives, successors, and assigns, from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgment fines, penalties, forfeitures, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and any and all other professional, expert or consultants' fees and costs and general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim" collectively, "Claims"), which may arise from or in any manner relative (directly or indirectly) to, and only to the extent of, the negligent and/or willful acts, errors and/or omissions of the indemnifying Party, its officers, officials, agents, employees, person(s) under the supervision of the indemnifying Party, vendors suppliers, contractors, subcontractors, consultants, sub consultants, subcontractors, sub recipients, anyone employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them. In performing any work or services to be provided under this Agreement.

Y. CONFLICT OF INTEREST

- a. WDBCCC represents that it or its employees and/or their immediate families and/or Board and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Agreement. WDBCCC shall employ or retain no such person while rendering services under this Agreement. Services rendered by WDBCCC's associates or employees shall not relieve WDBCCC from personal responsibility under this clause.
- b. WDBSC has an affirmative duty to disclose to County in writing the name(s) of any

person(s) who have an actual, potential or apparent conflict of interest.

Z. ASSIGNMENT

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

AA. NOTICE

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

COUNTY

County Administrator
651 Pine Street
Martinez, CA 94553

WDBCCC

Workforce Development Board Contra Costa County
4071 Port Chicago Hwy., Suite 250
Concord, CA 94520

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

BB.CHOICE OF LAW

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

CC. INCORPORATION

The WDBCCC may elect to incorporate ~~either fully or by developing~~ a 501c3 to work in partnership with the existing WDBCCC to expand opportunities for jobseekers and employers in Contra Costa County, through the development of new resources within the private and non-profit sectors, and the establishment of innovative new programs. If so elected, incorporation shall be effected in conformance with the laws of the State of California and thereafter, tax-exempt as a non-profit corporation under the Articles of Incorporation and Bylaws of WDBCCC and ~~or~~ the separate 501c3 entity. Articles of Incorporation and Bylaws of the WDBCCC and ~~or~~ the 501c3 entity may be amended from time to time, and incorporated into, and made fully a part of this Agreement.

DD. COVENENT OF COOPERATION.

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

EE.COMPLIANCE WITHLAW

- a. WDBCCC shall comply with all federal state and local laws and regulations applicable to its performance of this Agreement, including but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of work.
- b. WDBCCC represents that it will comply with all applicable cost principles and administrative requirements including claims for payment or reimbursement by County

as set forth in 2 CFR 200, as currently enacted or as may be amended throughout the term of this Agreement.

FF. CONFLICTS IN THE AGREEMENT

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

GG. ENTIRE AGREEMENT

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

CONTRA COSTA COUNTY
Chief Local Elected Official

**Local Workforce Development Board
of Contra Costa County**
Chair

Signature

Signature

Name

Name

Board of Supervisor Chair

Board Chair

Title

Title

Date

Date