

MEMORANDUM OF UNDERSTANDING
Between
The City and County of San Francisco,
The City of Sunnyvale,
The County of San Benito,
and
The City of San José

The California Workforce Development Board's State Plan mandates collaboration between workforce and educational programs at the regional level. The Governor has designated fourteen (14) regional planning units that are aligned with regional labor markets to facilitate the development of regional plans that implement sector strategies, coordinate service delivery, pool administrative costs, and develop shared strategies.

The Bay-Peninsula Regional Planning Unit (BPRPU) is comprised of the NOVA, San Benito, San Francisco, and San Jose-Silicon Valley Workforce Investment Network Boards, mandated under the Workforce Innovation and Opportunity Act of 2014 (WIOA) (29 U.S.C. §§ 3101-3361) Title I Section 106 (c) (1) (E), and the California Employment Development Department Workforce Services Directive WSD15-7.

The San José Silicon Valley Workforce Investment Network Board, through the City of San José, a municipal corporation of the State of California (CITY) and the members of the Bay-Peninsula Regional Planning Unit (BPRPU partners) enter into this Memorandum of Understanding (MOU) for the purpose of sharing allowable costs between CITY and the BPRPU partners.

I. PURPOSE OF MOU

It is the purpose of this MOU to establish an administrative cost arrangement, including pooling of funds for administrative costs, as appropriate, for the BPRPU partners. This MOU will establish an agreement between the parties to share the allowable travel costs incurred by the BPRPU partners during the course of their implementation of the WIOA subgrant # K7102072 Modification #4, awarded to CITY, consistent with WIOA Section 106 (c)(1)A-H. This MOU will set forth the framework for the CITY to reimburse the BPRPU partners for allowable costs related to travel.

II. TERMS AND CONDITIONS OF MOU

- III. This MOU shall reflect the requirements of travel reimbursements for activities while participating as a partner in the Bay-Peninsula Regional Partnership Unit, consistent with WIOA Section 106 (c)(1)A-H. It may also reflect any additional requirements, consistent with WIOA and the governing laws and regulations of the participating partners, as determined appropriate to the partners.

IV. DURATION

This MOU term begins on January 18, 2018 and will remain in effect until terminated by the repeal of WIOA, by any applicable law, or otherwise in accordance with this MOU.

V. REVISIONS AND MODIFICATIONS

This MOU may be revised or modified with the written agreement of all of the partners in the BPRPU. A request by one BPRPU partner for revision or modification to this MOU must be presented in writing to the other partners. Any modification or revision of the MOU must be in writing and signed by the designated signatory(s) on behalf of the partner agency, the Chair of the San José Silicon Valley Workforce Investment Board, the City Manager or his or her designee on behalf of CITY, and the Mayor of San José as chief elected official.

VI. TERMINATION

Any party may terminate this MOU by giving written notice of intent to terminate at least thirty (30) calendar days in advance of the effective termination date. Notice of termination shall be given to all parties at the addresses provided in this MOU, and to the signatory(s).

VII. AMERICANS WITH DISABILITIES ACT COMPLIANCE

The parties will ensure that the facilities, policies and procedures established by the respective parties for their programs and services to be provided under this MOU are in compliance with the Americans with Disabilities Act, and any applicable laws and regulations.

VIII. ADMINISTRATIVE DISPUTE RESOLUTION

CITY and BPRPU partners expressly agree to participate in good faith negotiations to reach a consensus in accordance with 20 C.F.R. Section 662.310(b). CITY and BPRPU partners further agree to communicate openly and directly resolve any problems or disputes related to provision of services under this MOU in a cooperative manner and at the lowest level of intervention possible.

IX. NON-BINDING NATURE OF MOU

The parties agree to use their reasonable efforts to comply with the terms set forth herein. The parties acknowledge and agree that this MOU is non-binding and by their execution of this MOU, the parties are not committing to or agreeing to undertake any obligations or responsibilities described in this MOU. This MOU shall not be used to impose any legally binding obligation on either party or as evidence of any oral or implied agreement by either party to enter into legally binding documents.

X. BUDGET

The total funding pool amount available to be shared among the BPRPU partners for travel reimbursements under this MOU is \$200,000. Reimbursements will be made according to procedures in Appendix A.

XI. SIGNATURES

In WITNESS THEREOF, the parties to this MOU execute this agreement.

Dated: _____

By: _____

Name, Title

Agency Name

Address, City, CA ZIP

Dated: _____

By: _____

Name, Title

Agency Name

Address, City, CA ZIP

Dated: _____

By: _____

Name, Title

Agency Name

Address, City, CA ZIP

APPROVED AS TO FORM:

CITY OF SAN JOSÉ, a municipal corporation

Arlene Silva
Deputy City Attorney

By: _____
Leland Wilcox
Chief of Staff
City Manager's Office
200 East Santa Clara Street
San José, CA 95113

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL



5-1-2018

DEPUTY COUNTY COUNSEL DATE

Memorandum of Understanding – APPENDIX A

Reimbursement Provisions

The total funding pool amount for reimbursements under this MOU is \$200,000. Reimbursements will be for actual costs incurred by each partner per allowable travel expense. The reimbursable amount for each BPRPU partner depends on the event(s) attended, the actual costs of the travel for the event(s), and the amount remaining in the fund budget.

To receive reimbursement under this agreement for travel expenses related to participation in BPRPU activities, BPRPU partners shall submit documentation as follows:

1. Approved Travel Request. Travel request form will be emailed to BPRPU partners upon execution of this MOU.
2. Actual expense details with receipts OR Per Diem computation using GSA CONUS Rate available at <https://www.gsa.gov/travel/plan-book/per-diem-rates>
3. Mileage computed at the current IRS standard rate

The basis for reimbursement will be the City of San José Travel Policy available at: <http://www.sanjoseca.gov/DocumentCenter/View/40485> .