

AMENDED AND RESTATED 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) entered into a Memorandum of Understanding (MOU) for the purpose of sharing allowable costs between CITY and the BPRPU partners.

RECITALS

WHEREAS, on August 31, 2018, the Bay-Peninsula Regional Planning Unit entered into a "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"; and

WHEREAS, the Bay-Peninsula Regional Planning Unit desire to amend and restate the original Memorandum of Understanding to reflect updated provisions;

NOW, THEREFORE, the parties now enter into this Amended and Restated MOU to reflect updated provisions in the agreement.

I. PURPOSE OF AMENDED AND RESTATED MOU

It is the purpose of this Amended and Restated MOU to establish an administrative cost arrangement, including pooling of funds for administrative costs, as appropriate, for the BPRPU partners. This Amended and Restated MOU will establish an agreement between the parties to share the allowable travel, training (including customized workshops), and facilitation 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 Amended and Restated MOU will set forth the framework for the CITY to reimburse the BPRPU partners for allowable costs related to travel, training, and facilitation.

II. TERMS AND CONDITIONS OF AMENDED AND RESTATED MOU

This Amended and Restated MOU shall reflect the requirements of travel, training, and facilitation 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.

III. DURATION

This Amended and Restated MOU term begins on January 18, 2018 and will remain in effect until March 31, 2019

IV. REVISIONS AND MODIFICATIONS

This Amended and Restated 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 Amended and Restated MOU must be presented in writing to the other partners. Any modification or revision of the Amended and Restated 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.

V. TERMINATION

Any party may terminate this Amended and Restated 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 Amended and Restated MOU, and to the signatory(s).

VI. 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 Amended and Restated MOU are in compliance with the Americans with Disabilities Act, and any applicable laws and regulations.

VII. 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 Amended and Restated MOU in a cooperative manner and at the lowest level of intervention possible.

VIII. 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 Amended and Restated MOU is non-binding and by their execution of this Amended and Restated MOU, the parties are not committing to or agreeing to undertake any obligations or responsibilities described in this Amended and Restated MOU. This Amended and Restated 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.

IX. BUDGET

The total funding pool amount available to be shared among the BPRPU partners for travel, training, and facilitation reimbursements under this Amended and Restated MOU is \$70,000 for reimbursements for the period of January 18, 2018 through March 31, 2019, unless otherwise extended. Reimbursements will be made according to procedures in Appendix A.

X. COUNTERPARTS

This Amended and Restated MOU may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same MOU. A copy, original or facsimile with all signatures appended together shall be deemed a fully executed MOU.

XI. INVOICING

BPRPU partners must submit invoices to the City by the 10th Business Day of each month for travel, training, and facilitation reimbursements completed during the previous month. BPRPU partners must submit the final invoice for all costs incurred to the Director within 10 Business Days of final costs incurred.

XII. SIGNATURES

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

Dated: _____


By: _____

Name, Title

Agency Name

Address, City, CA ZIP

Dated: 3-7-2019

By:  _____

Deputy County Counsel
Name, Title

San Benito County Counsel
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

Amended and Restated Memorandum of Understanding – APPENDIX A

Reimbursement Provisions

To receive reimbursement under this agreement for 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 Amended and Restated 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
4. Include all training and facilitation related documentation

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



- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW

CITY STAFF: Petra Aragon
EMAIL: Petra.aragon@sanjoseca.gov

SCANNED SIGNATURE AUTHORIZATION

DATE: _____	TOTAL PAGES: (INCLUDING THIS PAGE) _____
To: <u>Kris Stadelman</u>	To: _____
EMAIL: <u>kstadelman@novaworks.org</u>	EMAIL: _____
PHONE: <u>408-730-7233</u>	PHONE: _____

I agree to use electronic signatures

I agree to use electronic signatures

BY: _____

BY: _____

DIRECTIONS:

REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:

1. SIGN THE DOCUMENT
2. CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES
3. SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE **IN COLOR**
4. EMAIL THE ENTIRE DOCUMENT TO

To BE COMPLETED BY CITY STAFF:

ALTERNATIVE METHODS OF VERIFICATION:

- USE OF A PASSWORD PROTECTED WEBSITE
- CONFIRMED BY A KNOWN TELEPHONE NUMBER
- PERSONALLY KNOWN TO CITY STAFF