In accordance with the Americans with Disabilities Act, persons requiring assistance or auxiliary aids in order to participate should contact the San Pablo EDC Offices, 1000 Gateway Avenue, First Floor, San Pablo, (510) 215-3200, as soon as possible prior to the meeting. SPEDC will give such requests primary consideration, taking into account undue financial and administrative burdens or fundamental alterations in services, programs or activities.

SAN PABLO ECONOMIC DEVELOPMENT CORPORATION
BOARD MEETING AGENDA

Board of Directors
Xavier Abrams, Chair
Genoveva Garcia Calloway, Vice Chair
Kanwar Singh, Treasurer (Excused Absence)
Saman Farid, Director
Patricia Ponce, Director

WEDNESDAY, November 15th, 2023
6:00 PM

Copies of this agenda and non-exempt public records relating to an open session item on this agenda will be available upon request to saeidb@sanpabloedc.org. The agenda may also be viewed at www.SanPabloEDC.org.

CALL TO ORDER OF ANNUAL MEETING/ PLEDGE OF ALLEGIANCE/ ROLL CALL

PUBLIC COMMENTS: The public is encouraged to address the San Pablo EDC Board on any matter listed on the agenda or any other matter within its jurisdiction subject to the rules of decorum to be described and acted on by the Board. If you wish to address the Board, please email saeidb@sanpabloedc.org with “Speaker Form” in the subject line. The Board will hear public comments on items listed on the agenda during discussion of the matter and prior to a vote.

EXECUTIVE DIRECTOR REMARKS

CONSENT AGENDA
All matters listed in the Consent Agenda section will be considered routine by the Board and will be enacted by one motion. The disposition of the item is indicated. There will be no separate discussion of these items. If discussion is requested, that item will be removed from the section entitled Consent Agenda and will be considered separately.

CONSENT AGENDA (2 items)

1. Minutes of the October 18, 2023 regular meeting (pages 3-5)
   Recommendation: Approve

2. San Pablo EDC FY22-23 Financial Statements ending September 30, 2023 (pages 6-11)
   Receive and file

* * * END OF CONSENT AGENDA * * *
**REGULAR AGENDA – ITEMS FOR DISCUSSION**

1. Resolution authorizing execution of fiscal year 2023-2024 Memorandum of Understanding with TekPerfect for workforce training services (pages 12-27)
   - Recommendation: Approve

2. Resolution authorizing execution of fiscal year 2023-2024 Memorandum of Understanding with Jewish Vocational Services for workforce training services (pages 28-42)
   - Recommendation: Approve

**ADJOURNMENT**

Adjourn to next regular meeting is scheduled for **Wednesday, December 20, 2023**, at 6:00 pm.
ROLL CALL

The Board of Directors (Board) meeting was called to order at 6:05 PM in the San Pablo Economic Development Corporation (San Pablo EDC) Offices at 1000 Gateway Avenue, First Floor, San Pablo, California. Present were Vice Chair Genoveva Calloway, Treasurer Kanwar Singh and Director Patricia Ponce. Chair Xavier Abrams joined at 6:15. Also present were Executive Director Leslay Choy and Board Secretary Saeid Babay Hosseini. Director Saman Farid had an excused absence.

PUBLIC COMMENTS

There were no public comments.

EXECUTIVE DIRECTOR REMARKS

Executive Director Choy provided an update to the board on the IT Training and Certification pilot program being done in partnership with the Workforce Development Board of Contra Costa County. She highlighted that of the 15 participants, 5 are San Pablo residents. Additionally, she encouraged all board members to participate in and share San Pablo Restaurant Week.

CONSENT AGENDA

Item 3 was pulled by Vice Chair Calloway for discussion and became Item 1 on the Regular Agenda.

1. Minutes of the August 29, 2023 regular meeting
   Recommendation: Approve

2. San Pablo EDC FY22-23 Financial Statements ending July 31, 2023
   Recommendation: Receive and file

Following the board discussion, it was moved by Director Ponce, seconded by Treasurer Singh, and passed by a vote of those present to adopt the items on the Consent Agenda. The motion passed as follows:

AYES: Calloway, Ponce, Singh
NOES: None
ABSTAIN: None
ABSENT: Abrams, Farid

REGULAR AGENDA

Resolution authorizing establishment of E-Verify account with the Department of Homeland Security and execution of memorandum of understanding for their electronic employment verification system.
eligibility service required for federal contractors and sub-contractors

**Recommendation:** Approve

<table>
<thead>
<tr>
<th>AYES:</th>
<th>Calloway, Ponce, Singh</th>
</tr>
</thead>
<tbody>
<tr>
<td>NOES:</td>
<td>None</td>
</tr>
<tr>
<td>ABSTAIN:</td>
<td>None</td>
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<tr>
<td>ABSENT:</td>
<td>Abrams, Farid</td>
</tr>
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</table>

Resolution authorizing establishment of E-Verify account with the Department of Homeland Security and execution of memorandum of understanding for their electronic employment eligibility service required for federal contractors and sub-contractors

Executive Director Choy introduced the item and Vice Chair Calloway shared concerns about potential impacts to employees at other agencies. Following board discussion, it was moved by Treasurer Singh, seconded by Vice Chair Calloway and passed by a vote of those present to adopt **RESOLUTION SPEDC2023-023**, a resolution to authorize execution of the memorandum of understanding with the Department of Homeland Security to establish an E-Verify account for electronic employment eligibility services.

<table>
<thead>
<tr>
<th>AYES:</th>
<th>Calloway, Ponce, Singh</th>
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<tbody>
<tr>
<td>NOES:</td>
<td>None</td>
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<tr>
<td>ABSTAIN:</td>
<td>None</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Abrams, Farid</td>
</tr>
</tbody>
</table>

Presentation of the San Pablo EDC Fiscal Year 2022-2023 Financial Audit and Related Documents by Maze & Associates

Executive Director Choy introduced the item and invited David Alvey, CPA and Audit Partner for Maze & Associates, to present the audited financial statements and accompanying documents. Following board discussion, it was moved by Director Ponce and seconded by Vice Chair Calloway to receive and file the presentation of the San Pablo EDC Fiscal Year 2022-2023 financial audit and related documents by Maze & Associates.

Resolution retroactively authorizing grant application to Tipping Point Foundation in the amount of $50,000 to address employment support service needs of the Information Technology Training & Certification Pilot with TEKPerfect and the Workforce Development Board of Contra Costa County

Executive Director Choy introduced the item and discussed the opportunity that the pilot represented, especially for San Pablo residents. Following board discussion, it was moved by Treasurer Singh, seconded by Vice Chair Calloway, and passed by a vote of those present to adopt **RESOLUTION SPEDC2023-024**, a resolution to retroactively authorize a grant application to the Tipping Point Foundation in the amount of $50,000 to address employment support service needs of the Information Technology Training & Certification Pilot with TEKPerfect and the Workforce Development Board of Contra Costa County.

<table>
<thead>
<tr>
<th>AYES:</th>
<th>Abrams, Calloway, Ponce, Singh</th>
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<tbody>
<tr>
<td>NOES:</td>
<td>None</td>
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<tr>
<td>ABSTAIN:</td>
<td>None</td>
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<tr>
<td>ABSENT:</td>
<td>Farid</td>
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</table>
Resolution authorizing grant application to Citi Foundation Community Progress Makers Community Solutions in the amount of $1,000,000

Executive Director Choy introduced the item, highlighting the alignment with San Pablo EDC’s work and the priority areas of the Community Progress Makers Community Solutions initiative. Following board discussion, it was moved by Chair Abrams, seconded by Treasurer Singh, and passed by a vote of those present to adopt RESOLUTION SPEDC2023-025, a resolution to authorize grant application to Citi Foundation “Community Progress Makers Community Solutions” in the amount of $1,000,000 and ratify grant writing budget expense not to exceed $5,000.

AYES: Abrams, Calloway, Ponce, Singh
NOES: None
ABSTAIN: None
ABSENT: Farid

ADJOURNMENT

It was moved by Vice Chair Calloway and seconded by Treasurer Singh to adjourn the meeting at 6:44 PM to the next regular meeting scheduled for Wednesday, November 15, 2023 at 6:00 PM.

Respectfully submitted,

______________________________
Saeid Babay Hosseini, Board Secretary

______________________________
Xavier Abrams, Chair
TO: San Pablo EDC Board  
FROM: Leslay Choy, Executive Director  
SUBJECT: SAN PABLO ECONOMIC DEVELOPMENT CORPORATION FISCAL YEAR 2023-24 FINANCIAL STATEMENTS THROUGH SEPTEMBER 2023  

RECOMMENDED ACTION  
The Executive Director recommends the Board of Directors:  
1. Receive and file report.  

BACKGROUND  
As part of its ongoing fiduciary oversight, the San Pablo Economic Development Corporation (San Pablo EDC) Board of Directors (Board) reviews the organization’s financial reports. These reports are received and reviewed in advance by Board Treasurer and Finance Committee member, Kanwar Singh. Financials compare year-to-date expenses to annual budget in a format recommended by Treasurer Singh. As it is early in the fiscal year with invoice demands only partially caught up, there are not any highlights.  

ANALYSIS OF FINANCIAL REPORTS  
Attached is a set of financial reports through September 2023. The lead item is the balance sheet, which shows the organization’s financial position as of September 30, 2023. The September balance sheet reflects assets of $4,693,134, liabilities of $1,710,614 and equity of $2,982,520. Note that the COSP 120 funds administered on behalf of the City of San Pablo for the B2B and Mini-BIGs programs reflect a multi-year contract total of $900,000 less revenue earned as of each financial close on the balance sheet under account 25800 “Unearned or Deferred Revenue.” This is also where the unearned portion of the professional services agreement with the City of San Pablo for general operations resides, and changes the month-over-month liabilities, reducing as the year advances.  
The second section of the report is the year-to-date profit and loss (P&L) total statement through September 30, 2023 with comparison to budget. The P&L statements are presented as a summary of the Total Budget for Operations, Measure Q and Total Grants, followed by detailed operations for each budget class. The first column represents year-to-date (YTD) revenue and expenses by budget item; second column represents total budget; third column represents year-to-date variance to budget. EDC recognizes income on an accrual basis.  
The first part of the Total P&L statement is revenue (income). September YTD has total income of $562,378, representing 26.36% of budgeted income with 25% of the year complete. San Pablo EDC is initiated invoice demands under the Contra Costa Workforce Collaborative (CCWC), so 1Q23 revenue lag is decreasing and will reflect just the standard one-month lag of reimbursement contracts by October.  
The second part of the P&L represents expenses, the bulk of which are 62100 Contract Services, 65000 Operations and 66000 Payroll. YTD expenses were $526,316 or 20.78% of the annual budget.  
Monthly non-cash depreciation of $3,739 for the EDC’s commercial building asset, Mission Plaza, is accounted for as “other expense” in account 70100, as it does not affect operations. By classifying it this way, the EDC separates operations and cash usage from non-cash activity. This is referred to as EBITDA or earnings before interest, taxes, depreciation and amortization.  

Attachments  
• San Pablo EDC FY23-24 Financial Statements for September 2023
## San Pablo Economic Development Corporation
### Balance Sheet
#### As of September 30, 2023

### ASSETS
#### Current Assets
- **Checking/Savings**
  - 10000 · SPEDC Checking Account: 1,076,503.04
  - 10005 · Money Market ...1115: 2,023,384.28
  - 10015 · TCU Checking/Savings Account: 173.45
  - 10100 · Petty Cash: 100.00
  - **Total Checking/Savings**: 3,100,160.77
- **Accounts Receivable**
  - 11000 · Accounts Receivable: 278,626.73
  - **Total Accounts Receivable**: 278,626.73
- **Other Current Assets**
  - 12000 · Undeposited Funds: 16,696.83
  - 13000 · Prepaid Expenses: 706.00
  - **Total Other Current Assets**: 17,402.83
  - **Total Current Assets**: 3,396,190.33

#### Fixed Assets
- 14100 · Buildings - Operating: 1,540,000.00
- 14200 · Accumulated Depreciation: (243,056.53)
  - **Total Fixed Assets**: 1,296,943.47

**TOTAL ASSETS**: 4,693,133.80

### LIABILITIES & EQUITY
#### Liabilities
- **Current Liabilities**
  - 20000 · Accounts Payable: 37,072.84
  - **Total Accounts Payable**: 37,072.84
  - 20500 · SPEDC Credit Card: 25,465.45
  - **Total Credit Cards**: 25,465.45
- **Other Current Liabilities**
  - 24000 · Payroll Liabilities
    - 24100 · Federal Taxes 941: (0.02)
    - 24200 · California PIT / SDI: 0.01
    - 24250 · California SUI / ETT: 123.09
    - 24300 · Health Insurance: 3,432.54
  - **Total 24000 · Payroll Liabilities**: 3,555.62
  - 25800 · Unearned or Deferred Revenue: 316,626.46
  - 25810 · Repair credit for Mission Plaza: 24,293.29
  - 25820 · Security Deposit: 3,600.00
  - **Total Other Current Liabilities**: 348,075.37
  - **Total Current Liabilities**: 410,613.66

#### Long Term Liabilities
- 27100 · Notes, Mortgages, and Leases: 1,300,000.00
  - **Total Long Term Liabilities**: 1,300,000.00
  - **Total Liabilities**: 1,710,613.66

#### Equity
- 32100 · Operations Net Assets: 2,728,984.91
- 32500 · Meas Q Net assets: 38,798.08
- **Net Income**: 214,737.15
  - **Total Equity**: 2,982,520.14

**TOTAL LIABILITIES & EQUITY**: 4,693,133.80
San Pablo Economic Development Corporation
Profit & Loss Budget vs. Actual
July through September 2023

<table>
<thead>
<tr>
<th></th>
<th>Jul - Sep 23</th>
<th>Budget</th>
<th>$ Over Budget</th>
<th>% of Budget</th>
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</thead>
<tbody>
<tr>
<td><strong>Total Operations</strong></td>
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<tr>
<td><strong>Ordinary Income/Expense</strong></td>
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</tr>
<tr>
<td><strong>Income</strong></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>43400 · Direct Public Support</td>
<td>2,000.00</td>
<td>15,000.00</td>
<td>(13,000.00)</td>
<td>13.3%</td>
</tr>
<tr>
<td>44400 · Government Contracts</td>
<td>140,625.00</td>
<td>562,500.00</td>
<td>(421,875.00)</td>
<td>25.0%</td>
</tr>
<tr>
<td>44500 · Government Grants</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>45000 · Investments</td>
<td>21,546.53</td>
<td>85,200.00</td>
<td>(63,653.47)</td>
<td>25.3%</td>
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<tr>
<td>46400 · Other Types of Income</td>
<td>6,312.55</td>
<td>27,500.00</td>
<td>(21,187.45)</td>
<td>23.0%</td>
</tr>
<tr>
<td>47200 · Program Income</td>
<td>47,856.31</td>
<td>240,000.00</td>
<td>(192,143.69)</td>
<td>19.9%</td>
</tr>
<tr>
<td><strong>Total Income</strong></td>
<td>218,340.39</td>
<td>930,200.00</td>
<td>(711,859.61)</td>
<td>23.5%</td>
</tr>
<tr>
<td><strong>Gross Profit</strong></td>
<td>218,340.39</td>
<td>930,200.00</td>
<td>(711,859.61)</td>
<td>23.5%</td>
</tr>
<tr>
<td><strong>Expense</strong></td>
<td></td>
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</tr>
<tr>
<td>60300 · Awards and Grants</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>60900 · Business Expenses</td>
<td>2,543.93</td>
<td>9,900.00</td>
<td>(7,356.07)</td>
<td>25.7%</td>
</tr>
<tr>
<td>62100 · Contract Services</td>
<td>12,549.00</td>
<td>69,350.00</td>
<td>(56,801.00)</td>
<td>18.1%</td>
</tr>
<tr>
<td>62800 · Facilities and Equipment</td>
<td>1,946.35</td>
<td>5,500.00</td>
<td>(3,553.65)</td>
<td>35.4%</td>
</tr>
<tr>
<td>65000 · Operations</td>
<td>22,262.33</td>
<td>145,330.00</td>
<td>(123,067.67)</td>
<td>15.3%</td>
</tr>
<tr>
<td>65100 · Other Types of Insurance</td>
<td>20,358.98</td>
<td>44,700.00</td>
<td>(24,341.02)</td>
<td>45.5%</td>
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<tr>
<td>66000 · Payroll Expenses</td>
<td>50,530.54</td>
<td>231,921.00</td>
<td>(181,390.46)</td>
<td>21.8%</td>
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<tr>
<td>66500 · Benefits</td>
<td>23,983.89</td>
<td>83,683.00</td>
<td>(59,699.11)</td>
<td>28.7%</td>
</tr>
<tr>
<td>68300 · Travel and Meetings</td>
<td>4,968.73</td>
<td>8,500.00</td>
<td>(3,531.27)</td>
<td>58.5%</td>
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<tr>
<td>69000 · Operational Contingency</td>
<td>2,000.00</td>
<td>5,000.00</td>
<td>(3,000.00)</td>
<td>40.0%</td>
</tr>
<tr>
<td>69010 · Bank Service Charges</td>
<td>116.65</td>
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<tr>
<td><strong>Total Expense</strong></td>
<td>141,260.40</td>
<td>603,884.00</td>
<td>(462,623.60)</td>
<td>23.4%</td>
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<tr>
<td><strong>Net Ordinary Income</strong></td>
<td>77,079.99</td>
<td>326,316.00</td>
<td>(249,236.01)</td>
<td>23.6%</td>
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<td><strong>Other Income/Expense</strong></td>
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<tr>
<td><strong>Other Expense</strong></td>
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</tr>
<tr>
<td>70100 · Depreciation &amp; Amortization</td>
<td>11,217.99</td>
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<tr>
<td>71500 · Mini-BIG's</td>
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<tr>
<td>71600 · Back to Business</td>
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<tr>
<td><strong>Total Other Expense</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Net Other Income</strong></td>
<td>(11,217.99)</td>
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<tr>
<td><strong>Net Income</strong></td>
<td>65,862.00</td>
<td>326,316.00</td>
<td>(260,454.00)</td>
<td>20.2%</td>
</tr>
</tbody>
</table>
### Ordinary Income/Expense

**Income**
- 43400 · Direct Public Support
- 44400 · Government Contracts
  - 44500 · Government Grants
    - 125,000.01
  - 45000 · Investments
  - 46400 · Other Types of Income
  - 47200 · Program Income

**Total Income**
- 125,000.01

**Gross Profit**
- 125,000.01

**Expense**
- 60300 · Awards and Grants
  - 10,000.00
- 60900 · Business Expenses
  - 560.00
- 62100 · Contract Services
  - 12,770.00
- 62800 · Facilities and Equipment
- 65000 · Operations
  - 3,809.66
- 65100 · Other Types of Insurance
- 66000 · Payroll Expenses
  - 60,863.96
- 66500 · Benefits
  - 5,344.61
- 68300 · Travel and Meetings
- 69000 · Operational Contingency
- 69010 · Bank Service Charges

**Total Expense**
- 93,348.23

**Net Ordinary Income**
- 31,651.78

### Other Income/Expense

**Other Expense**
- 70100 · Depreciation & Amortization
- 71500 · Mini-BIG's
- 71600 · Back to Business

**Total Other Expense**

**Net Other Income**

**Net Income**
- 31,651.78

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<tr>
<th>Measure S</th>
<th>Jul - Sep 23</th>
<th>Budget</th>
<th>$ Over Budget</th>
<th>% of Budget</th>
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<tr>
<td>Jul - Sep 23</td>
<td>125,000.01</td>
<td>500,000.00</td>
<td>(374,999.99)</td>
<td>25.0%</td>
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</tbody>
</table>

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Page 2 of 4
San Pablo Economic Development Corporation
Profit & Loss Budget vs. Actual
July through September 2023

Ordinary Income/Expense

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<thead>
<tr>
<th>Income</th>
<th>Jul - Sep 23</th>
<th>Budget</th>
<th>$ Over Budget</th>
<th>% of Budget</th>
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<tbody>
<tr>
<td>43400 Direct Public Support</td>
<td>154,192.59</td>
<td>154,193.00</td>
<td>(0.41)</td>
<td>100.0%</td>
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<tr>
<td>44400 Government Contracts</td>
<td>64,844.83</td>
<td>548,739.48</td>
<td>(483,894.65)</td>
<td>11.8%</td>
</tr>
<tr>
<td>44500 Government Grants</td>
<td></td>
<td></td>
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<tr>
<td>45000 Investments</td>
<td></td>
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<tr>
<td>46400 Other Types of Income</td>
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<tr>
<td>47200 Program Income</td>
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</table>

Total Income: 219,037.42
Gross Profit: 219,037.42

Expense

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<tr>
<th>Expense</th>
<th>Jul - Sep 23</th>
<th>Budget</th>
<th>$ Over Budget</th>
<th>% of Budget</th>
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<tbody>
<tr>
<td>60300 Awards and Grants</td>
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</tr>
<tr>
<td>60900 Business Expenses</td>
<td>4,053.40</td>
<td>24,499.23</td>
<td>(20,445.83)</td>
<td>16.5%</td>
</tr>
<tr>
<td>62100 Contract Services</td>
<td>36,316.30</td>
<td>139,775.55</td>
<td>(103,459.25)</td>
<td>26.0%</td>
</tr>
<tr>
<td>62800 Facilities and Equipment</td>
<td></td>
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</tr>
<tr>
<td>65000 Operations</td>
<td>200.00</td>
<td>5,300.00</td>
<td>(5,100.00)</td>
<td>3.8%</td>
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<tr>
<td>65100 Other Types of Insurance</td>
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</tr>
<tr>
<td>66000 Payroll Expenses</td>
<td>49,800.31</td>
<td>247,760.78</td>
<td>(197,960.47)</td>
<td>20.1%</td>
</tr>
<tr>
<td>66500 Benefits</td>
<td>8,944.04</td>
<td>40,596.92</td>
<td>(31,652.88)</td>
<td>22.0%</td>
</tr>
<tr>
<td>68300 Travel and Meetings</td>
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<tr>
<td>69000 Operational Contingency</td>
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<tr>
<td>69010 Bank Service Charges</td>
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</tbody>
</table>

Total Expense: 99,314.05
Net Ordinary Income: 119,723.37

Other Income/Expense

<table>
<thead>
<tr>
<th>Other Expense</th>
<th>Jul - Sep 23</th>
<th>Budget</th>
<th>$ Over Budget</th>
<th>% of Budget</th>
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<tr>
<td>70100 Depreciation &amp; Amortization</td>
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</tr>
<tr>
<td>71500 Mini-BIG's</td>
<td>2,500.00</td>
<td>45,000.00</td>
<td>(42,500.00)</td>
<td>5.6%</td>
</tr>
<tr>
<td>71600 Back to Business</td>
<td></td>
<td>200,000.00</td>
<td>(200,000.00)</td>
<td></td>
</tr>
</tbody>
</table>

Total Other Expense: 2,500.00
Net Other Income: (2,500.00)

Net Income: 117,223.37
### San Pablo Economic Development Corporation
#### Profit & Loss Budget vs. Actual
June through September 2023

<table>
<thead>
<tr>
<th>Ordinary Income/Expense</th>
<th>Jul - Sep 23</th>
<th>Budget</th>
<th>$ Over Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Income</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>43400 · Direct Public Support</td>
<td>156,192.59</td>
<td>169,193.00</td>
<td>(13,000.41)</td>
<td>92.32%</td>
</tr>
<tr>
<td>44400 · Government Contracts</td>
<td>205,469.83</td>
<td>1,111,239.48</td>
<td>(905,769.65)</td>
<td>18.49%</td>
</tr>
<tr>
<td>44500 · Government Grants</td>
<td>125,000.01</td>
<td>500,000.00</td>
<td>(374,999.99)</td>
<td>25.0%</td>
</tr>
<tr>
<td>45000 · Investments</td>
<td>21,546.53</td>
<td>85,200.00</td>
<td>(63,653.47)</td>
<td>25.29%</td>
</tr>
<tr>
<td>46400 · Other Types of Income</td>
<td>6,312.55</td>
<td>27,500.00</td>
<td>(21,187.45)</td>
<td>22.96%</td>
</tr>
<tr>
<td>47200 · Program Income</td>
<td>47,856.31</td>
<td>240,000.00</td>
<td>(192,143.69)</td>
<td>19.94%</td>
</tr>
<tr>
<td><strong>Total Income</strong></td>
<td>562,377.82</td>
<td>2,133,132.48</td>
<td>(1,570,754.66)</td>
<td>26.36%</td>
</tr>
<tr>
<td><strong>Gross Profit</strong></td>
<td>562,377.82</td>
<td>2,133,132.48</td>
<td>(1,570,754.66)</td>
<td>26.36%</td>
</tr>
<tr>
<td><strong>Expense</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>60300 · Awards and Grants</td>
<td>10,000.00</td>
<td>12,500.00</td>
<td>(2,500.00)</td>
<td>80.0%</td>
</tr>
<tr>
<td>60900 · Business Expenses</td>
<td>7,157.33</td>
<td>36,869.23</td>
<td>(29,711.90)</td>
<td>19.41%</td>
</tr>
<tr>
<td>62100 · Contract Services</td>
<td>61,635.30</td>
<td>321,675.55</td>
<td>(260,040.25)</td>
<td>19.16%</td>
</tr>
<tr>
<td>62800 · Facilities and Equipment</td>
<td>1,946.35</td>
<td>5,500.00</td>
<td>(3,553.65)</td>
<td>35.39%</td>
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<tr>
<td>65000 · Operations</td>
<td>26,271.99</td>
<td>181,260.00</td>
<td>(154,988.01)</td>
<td>14.49%</td>
</tr>
<tr>
<td>65100 · Other Types of Insurance</td>
<td>20,358.98</td>
<td>44,700.00</td>
<td>(24,341.02)</td>
<td>45.55%</td>
</tr>
<tr>
<td>66000 · Payroll Expenses</td>
<td>161,194.81</td>
<td>776,881.78</td>
<td>(615,686.97)</td>
<td>20.75%</td>
</tr>
<tr>
<td>66500 · Benefits</td>
<td>38,272.54</td>
<td>213,929.92</td>
<td>(175,657.38)</td>
<td>17.89%</td>
</tr>
<tr>
<td>68300 · Travel and Meetings</td>
<td>4,968.73</td>
<td>8,500.00</td>
<td>(3,531.27)</td>
<td>58.46%</td>
</tr>
<tr>
<td>69000 · Operational Contingency</td>
<td>2,000.00</td>
<td>5,000.00</td>
<td>(3,000.00)</td>
<td>40.0%</td>
</tr>
<tr>
<td>69010 · Bank Service Charges</td>
<td>116.65</td>
<td>116.65</td>
<td>100.0%</td>
<td></td>
</tr>
<tr>
<td><strong>Total Expense</strong></td>
<td>333,922.68</td>
<td>1,606,816.48</td>
<td>(1,272,893.80)</td>
<td>20.78%</td>
</tr>
<tr>
<td><strong>Net Ordinary Income</strong></td>
<td>228,455.14</td>
<td>526,316.00</td>
<td>(297,860.86)</td>
<td>43.41%</td>
</tr>
<tr>
<td><strong>Other Income/Expense</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>70100 · Depreciation &amp; Amortization</td>
<td>11,217.99</td>
<td>11,217.99</td>
<td>100.0%</td>
<td></td>
</tr>
<tr>
<td>71500 · Mini-BIG's</td>
<td>2,500.00</td>
<td>45,000.00</td>
<td>(42,500.00)</td>
<td>5.56%</td>
</tr>
<tr>
<td>71600 · Back to Business</td>
<td>2,000.00</td>
<td>200,000.00</td>
<td>(198,000.00)</td>
<td>5.6%</td>
</tr>
<tr>
<td><strong>Total Other Expense</strong></td>
<td>13,717.99</td>
<td>245,000.00</td>
<td>(231,282.01)</td>
<td>5.6%</td>
</tr>
<tr>
<td><strong>Net Other Expense</strong></td>
<td>(13,717.99)</td>
<td>(245,000.00)</td>
<td>231,282.01</td>
<td>5.6%</td>
</tr>
</tbody>
</table>

**Net Income**

<table>
<thead>
<tr>
<th>Jul - Sep 23</th>
<th>Budget</th>
<th>$ Over Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>214,737.15</td>
<td>281,316.00</td>
<td>(66,578.85)</td>
<td>76.33%</td>
</tr>
</tbody>
</table>
SAN PABLO EDC BOARD REPORT

DATE: November 15, 2023
TO: San Pablo EDC Board
FROM: Leslay Choy, Executive Director
SUBJECT: RESOLUTION OF THE SAN PABLO ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING EXECUTION OF FISCAL YEAR 2023-2024 MEMORANDUM OF UNDERSTANDING WITH TEKPERFECT FOR WORKFORCE TRAINING SERVICES

RECOMMENDED ACTION

The Executive Director recommends the Board of Directors:

1. Approve resolution

BACKGROUND

As the San Pablo Economic Development Corporation (San Pablo EDC) Board of Directors (Board) is aware, San Pablo EDC is working collaborative with the Workforce Development Board of Contra Costa County (WDBCCC) to deliver an IT Training and Certification program. Partners that have been brought to the table to leverage funding, expertise and paid work-based learning (WBL) are TekPerfect and Jewish Vocational Services (JVS).

San Pablo EDC wishes to execute a Memorandum of Understanding (MOU) with these partners. It would allow San Pablo EDC to leverage funding on a more equitable basis given WIOA funding is an equal but not equitable source.

Before the Board is consideration of an MOU with TekPerfect for workforce training services. TekPerfect is led by Alfonso Hooker who has first-hand experience of encountering barriers to an IT career. In addition to training, he continues to mentor his graduates in perpetuity. TekPerfect partners with technology companies to train and place individuals in sustainable careers, notably those not widely represented in this career path. He has been unfailingly flexible with our highest barrier clients and touches base with staff weekly so that the team collectively stays ahead of challenges.

ANALYSIS

TekPerfect offers online certificate programs aligned to high-demand technology career pathways. The Dev Ops Program is 12 weeks long with an expected workload of 15 hours per week. This is a comprehensive program (see pages 6-7 of the MOU for details) that covers eight (8) core programs. Participants have an initial goal to achieve the AWS Cloud Practitioner Certification.

Under this MOU, TekPerfect’s would enroll San Pablo EDC-referred, WIOA-qualified participants in its Dev Ops Program and deliver services as outlined, as well as provide customized training and consulting on an as-needed basis for career advancement and placement. San Pablo EDC has already had two cases where two to three weeks of targeted training was all that was necessary to get a participant into an above living wage job. Community college programs are only offered twice per year, and some targeted training while participants wait can boost success rate significantly and help land a paid internship after.

TekPerfect also has a number of employer partnerships that facilitate paid WBL and job placement.

The Board is asked to authorize Executive Director Choy to execute fiscal year 2023-2024 Memorandum of Understanding with TekPerfect for workforce training services.
FISCAL IMPACT

Fiscal impact will be incurred under the ratified FY23-24 budget in expense account 62160 Job Training & Support Services for Measure S and grants classes in a total amount that will not exceed budgets in these respective classes for 62160.

Attachments

1. FY23-24 MOU TekPerfect
RESOLUTION SPEDC2023-0

RESOLUTION OF THE SAN PABLO ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING EXECUTION OF FISCAL YEAR 2023-2024 MEMORANDUM OF UNDERSTANDING WITH TEKPERFECT FOR WORKFORCE TRAINING SERVICES

WHEREAS, the San Pablo Economic Development Corporation (San Pablo EDC) Board of Directors (Board) is aware San Pablo EDC is working collaborative with the Workforce Development Board of Contra Costa County (WDBCCC) to deliver an IT Training and Certification program with partners TekPerfect and Jewish Vocational Services (JVS); and

WHEREAS, San Pablo EDC wishes to execute a Memorandum of Understanding (MOU) with these partners to allow better leverage of funding on a more equitable basis; and

WHEREAS, an MOU with TekPerfect for workforce training services would expand equitable access to high-demand careers to San Pablo and other workforce participants; and

WHEREAS, TekPerfect partners with technology companies to train and place individuals in sustainable careers, notably those not widely represented in this career path; and

WHEREAS, TekPerfect offers online certificate programs aligned to high-demand technology career pathways; the Dev Ops Program is 12 weeks long with an expected workload of 15 hours per week covering eight (8) core programs and qualifying participants to take the AWS Cloud Practitioner Certification; and

WHEREAS, under this MOU, TekPerfect’s would enroll San Pablo EDC-referred, WIOA-qualified participants in its Dev Ops Program and deliver services as outlined, as well as provide customized training and consulting on an as-needed basis for career advancement and placement; and

WHEREAS, fiscal impact will be incurred under the ratified FY23-24 budget in expense account 62160 Job Training & Support Services for Measure S and various grants classes, and in a total amount that will not exceed budgets in these respective classes for 62160.

NOW, THEREFORE, BE IT RESOLVED by the San Pablo Economic Development Corporation Board of Directors, as follows:

1) Authorize Executive Director Choy to execute fiscal year 2023-2024 Memorandum of Understanding with TekPerfect for workforce training services.

ADOPTED this 15th day of November, 2023, by the following vote, to wit:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:  

ATTEST:  
Saeid Babay Hosseini, Board Secretary

APPROVED:  
Xavier Abrams, Board Chair
San Pablo Economic Development Corporation & TekPerfect

November 15, 2023

MEMORANDUM OF UNDERSTANDING
Memorandum of Understanding between TekPerfect ("Partner" or “TekPerfect”) and San Pablo Economic Development Corporation (“SPEDC”).

1. Recitals

SPEDC is engaged in economic and workforce development by delivering programs, providing access to training, engaging in public-private partnerships, and linking community resources.

Partner is engaged in services and activities as specified in Exhibit A.

SPEDC and Partner are entering into a Memorandum of Understanding ("MOU") to provide the program as Exhibit A defines. Both parties have complementary missions and share a desire to cooperate to the ends described herein. To that extent, the parties intend this MOU to create a relationship for their mutual benefit.

Accordingly, the parties hereby agree as follows:


1.1. Program Operation. Each party shall perform the Program responsibilities set forth for that party in Exhibit A.

1.2. Participant Eligibility. Each party shall provide Program services only to individuals meeting the participant eligibility requirements outlined in Exhibit A.

1.3. Referrals. All referrals shall be routed to SPEDC. SPEDC shall determine WIOA-, grant- and San Pablo residency-verification. SPEDC shall be responsibility for enrollment based on eligibility.

1.4. Data. SPEDC and Partner shall work together to ensure all data is confidentially gathered and reported to meet WIOA, grant and other funding requirements, as per section 4.2 Data under Exhibit A.

2. Communication.

2.1. Partnership Meetings. SPEDC and Partner shall hold regular meetings.

2.2. Progress Reports. Partner shall provide regular progress reports to the SPEDC on Program operation under this MOU, including information regarding total numbers of referrals and participants; graduation, certification, and licensing data, as applicable; identification of challenges; information regarding any program participants' withdrawal or expulsion from the program; and any other information required to be reported as described in Exhibit A. Frequency shall be determined by both parties in relation to case management best practice and WIOA/grant requirements.
2.3. **Program Performance Reports.** SPEC shall provide Partner with an annual Program performance report Word template and Partner shall provide SPEDC with the information outlined, including Exhibit A section 4.2 and narrative Partner deems valuable, such as success stories or barriers overcome, compiled for the most recently completed contract year. Partner shall submit reports by the deadline specified and notify SPEDC in advance if there might be a delay.

2.4. **Drop Notification.** Partner must notify the SPEDC within ten business days if a San Pablo student drops withdraws or is expelled from the program.

3. **Finances.**

3.1. **Invoices.** Partner shall invoice SPEDC according to the schedule in Exhibit A.

3.2. **Satisfaction of Invoices.** SPEDC shall pay Partner's invoices within thirty business days of receipt and notify Partner if there are questions or concerns regarding submitted invoices.

4. **Miscellaneous**

4.1. **Confidentiality.** Each party shall maintain the confidentiality of information gathered and all records generated during the period of this MOU to the extent allowed by law. Provision of financial and organizational operations records to a party's accountants, attorneys, auditors, board members, and other professionals or affiliated individuals is not a violation of this section. This provision does not prohibit staff from reporting suspected neglect or abuse of participants to child abuse reporting agencies as required by law.

4.2. **Insurance.** On or before the commencement of operation of the program under this MOU, Partner, at its own expense, shall carry, maintain for the duration of the MOU, and provide proof thereof that is acceptable to the SPEDC, the insurance described in Exhibit B with insurers and under forms of insurance satisfactory in all respects to the SPEDC. Partner shall maintain limits at least as outlined in Exhibit B. If Partner supports higher limits than those outlined in Exhibit B, the SPEDC shall be entitled to coverage for the higher limits maintained by Partner. Partner shall not allow any subcontractor to commence work on any subcontract in the operation of the program until all insurance required of Partner has also been obtained for the subcontractor. Partner shall need and verify that any subcontractors maintain insurance as required of Partner.

4.3. **Indemnity**

4.3.1. **Indemnification of SPEDC.** To the fullest extent permitted by law, Partner shall immediately defend, indemnify, and hold harmless the SPEDC and its directors, officers, administrators, employees, volunteers, and agents from and against all liabilities regardless of nature or type, direct or indirect, in whole or in part, arising out of or resulting from Partner’s performance of
services under this MOU, or in connection with any negligent or wrongful act or omission of Partner or its departments, programs, divisions, officers, employees, agents, or subcontractors, in the performance of this MOU.

Liabilities subject to the duties to defend, indemnify, and hold harmless include, without limitation, such liabilities for property damage; injury or death of any person; and all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Partner's obligation to repay applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. Suppose it is finally judged that harm is caused by the comparative active negligence or willful misconduct of an indemnified party. In that case, the Partner's indemnification obligation shall be reduced in proportion to the established relative liability of the indemnified party.

In its sole discretion and at its own cost and expense, the SPEDC may participate in the defense of any such claim, action, or proceeding utilizing legal counsel of its choice; however, such participation shall not relieve Partner of any obligation imposed under this MOU. The SPEDC shall promptly notify the Partner of any such claim, action, or proceeding and cooperate fully in the defense.

The review, acceptance, or approval of the Partner's work or work product by any indemnified party shall not affect, relieve, or reduce the Partner's indemnification or defense obligations. This section survives the completion of the services or the termination of this contract. The provisions of this section are not limited by and do not affect the provisions of this contract relating to insurance.

The Partner's duty to indemnify and hold harmless includes the duty to defend as outlined in section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this MOU does not relieve Partner from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to apply to any of such damages or claims for damages. The parties further agree that the provisions of this section shall survive any termination or expiration of this MOU.

4.3.2. **Indemnification of Partner.** To the fullest extent permitted by law, SPEDC shall immediately defend, indemnify, and hold harmless Partner and its directors, officers, administrators, employees, volunteers, and agents against and from any liability, including for damage to property and injury
or death of any person, and any claim, action, or proceeding against Partner, arising solely out of or in connection with the acts or omissions of the SPEDC in the performance of this MOU. In its sole discretion and at its sole cost and expense, Partner may participate in the defense of any such claim, action, or proceeding utilizing legal counsel of its choice; however, such participation shall not relieve SPEDC of any obligation imposed.

Under this MOU, Partner shall promptly notify the SPEDC of any such claim, action, or proceeding and cooperate fully in the defense.

4.4. **Effective Date & Term.** This MOU shall be effective November 1, 2023 upon execution and delivery by both parties and shall govern Program operations specified in Exhibit A. The MOU shall remain in effect through June 2024, provided funding is allocated in the SPEDC budget and ratified by its Board of Directors.

4.5. **Amendment.** Amendments to this MOU are effective only if agreed upon by both parties, as indicated through execution and delivery documenting the amendment.

4.6. **Termination.** Either party may terminate this MOU with or without cause by providing the other party with sixty days’ written notice.

4.7. **Third-Party Beneficiaries.** There are no third-party beneficiaries to this MOU.

4.8. **Notices.** Any notices required to be made or given under this MOU shall be effective if made in writing and sent by registered or certified mail, return receipt requested, to:

To SPEDC: Leslay C. Choy, Executive Director
San Pablo Economic Development Corporation
1000 Gateway Ave, First Floor
San Pablo, CA 94806

To Partner: Alfonso Hooker CEO TekPerfect
5111 Telegraph Ave # 206
Oakland, CA 94609

To evidence the parties consent to this MOU, they have signed and delivered it on the dates set forth below.

______________________________   _______________________________
Neha Gupta, Chief of Staff               Leslay C. Choy, Executive Director
TekPerfect                               San Pablo Economic Development Corporation

Date: _______________________________   Date: _______________________________
EXHIBIT A

Program Description

1. Program Overview.

1.1. General Description of Program Purpose.

TekPerfect partners with technology companies to train and place individuals in sustainable careers. TekPerfect offers online certificate programs aligned to high-demand technology career pathways. The Dev Ops Program is 12 weeks long with an expected workload of 15 hours per week. Participants have an initial goal to achieve the AWS Cloud Practitioner Certification.

Under this MOU, TekPerfect’s shall (1) enroll qualified participants in its Dev Ops Program and deliver services as outlined, and (2) provide customized training and consulting on an as-needed basis for career advancement and placement. TekPerfect’s current training Dev Ops program, offerings include:

Operating Systems Mastery

- DevOps overview
- Operating systems
- Virtualization
- Windows, MacOS, Linux

Networking Foundations

- Networking
- LAN/WAN design and management
- Routers and Firewalls
- Packet inspection and sniffing

Databases Administration

- Databases
- MySQL, Mongo D.B., and Dynamo D.B.
- Managing structured data and tables
- Data management best practices

Cloud Computing Fundamentals

- Cloud Computing
- AWS (Amazon Web Services)
- Azure (Microsoft Cloud Solution)
- Managing and securing cloud infrastructures
Coding and Scripting for Automation

- Writing Code
- Git Fundamentals
- Bash, Python, and Powershell
- Pair programming in a team environment

Cyber Security Best Practices

- Cyber Security Fundamentals
- Kali Linux
- Threat prevention, detection, and bad actors

IaS (Infrastructure As Code) for Deployment

- Infrastructure As Code Foundations
- Container Management
- Docker and Kubernetes

Career Readiness Pathway

- Career Readiness and mentorship
- Identifying growth areas
- Assessing potential careers
- Effective interviewing techniques
- Communication and Accountability

Enrolled students gain access to an easy-to-use online platform where they navigate lessons guided by an instructor; materials, labs, and projects are all accessible via a central portal/code repository. TekPerfect’s certificate programs are designed for people balancing learning with other responsibilities. This MOU provides this program for residents of the incorporated City of San Pablo, verified by the San Pablo EDC.

2. **Program Operation**

2.1. **Student Enrollment**

2.1.1. SPEDC shall conduct all program and funding qualification, conduct intake, enroll in WIOA (and other grants, as appropriate), and case management.

2.1.2. SPEDC shall securely deliver files containing the names and email addresses of students to be enrolled in the Program by Partner, and Partner shall handle the information with the appropriate confidentiality.
3. **Marketing and Recruiting**

3.1.1. Partner shall provide SPEDC with content for multi-channel marketing content and materials.

3.1.2. Both parties shall actively participate in the marketing of the program.

4. **Administration**

4.1. **SPEDC Administrative Responsibilities**

4.1.1.1. Provide SPEDC staff to work directly with Partner immediately if there are issues or questions.

4.1.1.2. Work with Partner to expand the employers willing to offer on-the-job training and consider graduates for placement.

4.1.1.3. Attend Partner graduations and special events.

4.1.1.4. Support opportunities for students to volunteer.

4.2. **Partner Administrative Responsibilities**

4.2.1.1. Refer all potential qualified participants to SPEDC.

4.2.1.2. Provide employment support services for so long as participants remain responsibility engaged.

4.2.1.3. Notify SPEDC in advance of graduation dates with a confirmed list of participating SPEDC-enrolled students.

5. **Participant Eligibility & Enrollment**

5.1. SPEDC shall be solely responsible for verification of eligibility for participants to enroll under this MOU and shall notify Partner once requirements have been met.

5.2. Partner shall enroll only approved referrals from SPEDC under this MOU.

5.2.1. To be enrolled under this program, each applicant must:

- Present a valid, government-issued photo ID
- Have a High School Diploma or GED
- Complete a SPEDC Workforce Enrollment Form (WEF) with SPEDC’s Intake Coordinator
- Set up CalJOBS and complete WIOA intake process
- Show proof of residency if qualifying as a City of San Pablo resident
  - Required document for residency is a government-issued photo ID. If the address on the I.D. is different than the one on the WEF, an official document with the person’s name and approved address, such as a utility or cell phone bill, bank statement, etc., will also be required.
  - All parties agree P.O. Boxes or addresses at commercial centers will not be accepted to establish residency.
Meet with, and continuously be responsive to, SPEDC staff; failure to do so shall hold up the funding payments to Partner, for which the enrollee will be liable if the requirement still needs to be fulfilled.

Complete the evening financial literacy program; failure to do so shall hold up the funding payments to Partner, for which the enrollee will be liable if the requirement still needs to be fulfilled.

Be responsive to outreach from SPEDC staff regarding employment status and information; failure to do so may hold up the funding payments to Partner, for which the enrollee will be liable if the requirement still needs to be fulfilled.

Be willing to fulfill a volunteer commitment if arranged by Partner or SPEDC.

5.2.2. Partner shall work directly with SPEDC staff on all verifications, data tracking, and contract- or case management-related questions.

6. **Job Placement and Retention Assistance.**

6.1. Parties shall work together to deliver comprehensive career services.

6.1.1. Partner shall help participants gain access to mentors who review resumes, help identify informational interview targets, suggest certifications based on participant’s career interests, help prepare for technical, and identify job opportunities aligned with their fields of study. Partner shall ensure participants receive personal career coaching and introductions to TekPerfect’s established network of employer partners for interviews.

6.1.2. SPEDC case managers shall provide career services that complement Partner’s efforts. 85% of students who opt into career services land a higher-paying job within six months of completing the program.

7. **Communication and Recordkeeping**

7.1. **Program Event Dates.** Partner shall notify SPEDC of the date of each Program graduation, along with a confirmed list of San Pablo students participating in such graduation, as well as the dates of any Program event.

7.2. **Participant Data.** Partner shall, every quarter, provide updated data to the SPEDC using the template provided by the SPEDC for all San Pablo students who receive services under this MOU, including, but not limited to, all applicable information as follows: contact information, demographic data, current enrollment, cohort number, exit date, certification completion dates, most recent employer, and salary.

7.3. **Graduate Data.** Partner shall keep graduation, employment, certification, and licensing data, as applicable, for all students referred to Partner by the SPEDC, and Partner shall share all such data with the SPEDC.
7.3.1. TekPerfect tracks students for at least 12 months following graduation. During this time, TekPerfect’s employment services representatives are actively connecting with graduates to ensure job placement and retention.

7.3.2. TekPerfect administers semiannual alum surveys to gain qualitative insights into the graduate experience and to track long-term retention.

8. **Finances**

8.1. **Compensation.** At this time, Program cost is acknowledged to be $7,000. Upon approval of an enrolled SPEDC participant, SPEDC will confirm with Partner the funding sources and amounts to cover the cost of enrollment outlined on an approved WIOA ITA (individual training account form). With all forms of funding, it is critical to note they may be exhausted quickly, so payment is not guaranteed until enrollment is confirmed by SPEDC and the WIOA ITA approved.

8.1.1. As all participants shall be WIOA co-enrolled by SPEDC, Partner shall invoice Contra Costa Employment & Human Services Department (EHSD) directly, as indicated on the WIOA ITA form.

8.1.2. For each SPEDC grant-qualified participant other than Measure S, SPEDC shall provide funding as indicated on the WIOA ITA form. Partner shall invoice SPEDC directly.

8.1.3. For each verified San Pablo resident, SPEDC shall provide Measure S funding up to an amount not to exceed $5,000 in total based on Milestones set forth immediately below. Partner shall invoice SPEDC directly.

8.1.3.1. 50% of approved Measure S funding after completing the first two weeks of Program and progress report is provided to SPEDC case manager.

8.1.3.2. 40% of funding after completion of the halfway point, acknowledging that this varies by program; preference is certification. Both parties recognize that the high industry standard is 75% certification of those who complete these courses.

• Should Partner not realize at least a 70% certification rate of San Pablo residents who complete the Program, this milestone will be revisited.

8.1.3.3. 10% of funding after the client lands a job within the industry relative to the certification.

9. **Term of Program Operations.** This Exhibit A covers Program operations from November 1, 2023 through June 30, 2024.
Exhibit B

Insurance Requirements

Insurance


   1.1. On or before beginning any of the services or work called for by any term of this agreement, Partner, at its own cost and expense, shall carry, maintain for the duration of the contract, and provide proof thereof that is acceptable to SPEDC the insurance specified herein below with insurers and under forms of insurance satisfactory in all respects. Partner shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Partner has also been obtained for the subcontractor. Partner shall maintain limits no less than set forth below. If Partner holds higher limits than the minimums shown above, the SPEDC shall be entitled to coverage for the higher limits maintained by Partner. If Partner certifies students do not travel in, nor are allowed to drive, Partner vehicles, evidence of automotive liability is unnecessary.

      1.1.1.1. General liability: $2,000,000 per occurrence for bodily injury, personal injury, and property damage.

      1.1.1.2. Automotive liability: $1,000,000 per accident for bodily injury and property damage.

      1.1.1.3. Workers’ Compensation: As Required by the State of California. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the SPEDC for all work performed by the Partner, its employees, agents, and subcontractors.

      1.1.1.4. Employers’ Liability: $1,000,000 for each accident; $1,000,000 policy limits bodily injury by disease; $1,000,000 for each employee’s physical damage by disease.

2. Deductibles and Self-Insured Retentions

   2.1. Any deductibles or self-insured retentions must be declared to and approved by SPEDC. At the option of SPEDC, either the insurer shall reduce or eliminate such deductibles or self-insured retentions concerning the SPEDC, its officers, officials, employees, and volunteers, or the Partner shall provide a financial guarantee satisfactory to the SPEDC guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
3. **Other Insurance Provisions**

The General Liability and Automobile Liability policies are to contain or be endorsed to contain, the following provisions:

3.1. SPEDC and their officers, officials, and employees are to be covered as insureds concerning liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Partner and concerning liability arising out of work or operations performed by or on behalf of the Partner including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (form C.G. 20 10 11 85, or forms CG2010 version 10/01 and G.C. 2037 versions 10/01 or equivalent) to the SPEDC's insurance policy, or as a separate owner's policy.

3.1.1. For any claims related to this project, the Partner's insurance shall be primary insurance concerning the SPEDC, its officers, officials, and employees. Any insurance or self-insurance maintained by SPEDC, its officers, officials, or employees shall be more than the Partner's insurance and shall not contribute to it.

3.1.2. Each insurance policy required by this clause shall be endorsed to state that either party shall not cancel coverage except after thirty (30) days prior written notice has been provided to the SPEDC.

3.1.3. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

3.1.3.1. SPEDC and its officers, officials, and employees are to be covered as insureds concerning each of the following: liability arising out of activities performed by or on behalf of Partner, including the insured's general supervision of Partner; products and completed operations of Partner; premises owned, occupied or used by Partner; or automobiles owned, leased, hired, or borrowed by Partner. The coverage shall contain no particular limitations on the scope of protection afforded to SPEDC and its officers, officials, and employees.

3.1.3.2. The insurance shall cover on an occurrence or an accident basis and not on a claims-made basis.

3.1.3.3. An endorsement must state that coverage is primary insurance and that no other insurance affected by SPEDC will be called upon to contribute to a loss under the coverage.

3.1.3.4. Any failure of SPEDC to comply with reporting provisions of the policy shall not affect coverage provided to SPEDC and its officers, officials, and employees.

3.1.3.5. Notice of cancellation or non-renewal must be received by SPEDC at least thirty days before such change.
4. **Deductibles and Self Insured Retentions**

4.1. Partner shall disclose the self-insured retentions and deductibles before beginning any services or work called for by any term of this agreement. During the period covered by this agreement, upon express written authorization of the Executive Director, SPEDC may increase such deductibles or self-insured retentions concerning its officers, employees, agents, and volunteers. The Executive Director may condition approval of an increase in deductible or self-insured retention levels upon a requirement that the Partner procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

5. **Notice of Reduction in Coverage**

5.1. Suppose any coverage required under this section of the agreement is reduced, limited, or materially affected in any other manner. In that case, Partner shall provide written notice to SPEDC at Partner's earliest possible opportunity and by five days after SPEDC is notified of the change in coverage.

6. **Waiver of Subrogation**

6.1. Partner, as a result of this, agrees to waive subrogation, which any insurer of Partner may acquire from SPEDC under the payment of any loss. Partner agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

7. **Acceptability of Insurers**

7.1. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII unless otherwise acceptable to SPEDC. An exception may be made for the State Compensation Insurance Fund when not explicitly rated.

8. **Verification of Coverage**

8.1. Partner shall furnish SPEDC with endorsements affecting coverage required by this clause. Partner's insurer may provide complete copies of all the necessary insurance policies, including endorsements affecting the range needed for the specifications. The approvals are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by SPEDC before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.
RESOLUTION OF THE SAN PABLO ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING EXECUTION OF FISCAL YEAR 2023-2024 MEMORANDUM OF UNDERSTANDING WITH JEWISH VOCATIONAL SERVICES FOR WORKFORCE TRAINING SERVICES

RECOMMENDED ACTION

The Executive Director recommends the Board of Directors:

1. Approve resolution

BACKGROUND

As the San Pablo Economic Development Corporation (San Pablo EDC) Board of Directors (Board) is aware, San Pablo EDC is working collaborative with the Workforce Development Board of Contra Costa County (WDBCCC) to deliver an IT Training and Certification program. Partners that have been brought to the table to leverage funding, expertise and paid work-based learning (WBL) are TekPerfect and Jewish Vocational Services (JVS).

San Pablo EDC wishes to execute a Memorandum of Understanding (MOU) with these partners. It would allow San Pablo EDC to leverage funding on a more equitable basis given WIOA funding is an equal but not equitable source.

Before the Board is consideration of an MOU with JVS for workforce training services. JVS is a nonprofit based in San Francisco working to close opportunity gaps in employment by supporting jobseekers with the skills and confidence to secure quality careers with family-sustaining wages. JVS offers a wide range of career training programs.

ANALYSIS

JVS is working in partnership with TekPerfect, San Pablo EDC, WDBCCC and Tech SF to deliver the IT Training & Certification program means that participants who are co-enrolled with JVS and San Pablo EDC have access to more employment support services funding, job search preparation and paid work-based learning (WBL). This complements wrap-around supports and critical in-industry experience, significantly boosting the success rate for participants. The addition of Tech SF is key, as it multiplies the WBL experience that TekPerfect brings.

Under this MOU, JVS would co-enroll San Pablo EDC-referred, WIOA-qualified participants in IT Training & Certification Program and deliver services as outlined.

The Board is asked to authorize Executive Director Choy to execute fiscal year 2023-2024 Memorandum of Understanding with Jewish Vocational Services for workforce training services.

FISCAL IMPACT

Fiscal impact under the adopted FY23-24 budget will be incurred in expense account 62160 Job Training & Support Services for Measure S and grants classes, in a total amount that will not exceed budgets in these respective classes for 62160.
Attachments

1. FY23-24 MOU JVS
RESOLUTION OF THE SAN PABLO ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING EXECUTION OF FISCAL YEAR 2023-2024 MEMORANDUM OF UNDERSTANDING WITH TEKPERFECT FOR WORKFORCE TRAINING SERVICES

WHEREAS, the San Pablo Economic Development Corporation (San Pablo EDC) Board of Directors (Board) is aware San Pablo EDC is working collaborative with the Workforce Development Board of Contra Costa County (WDBCCC) to deliver an IT Training and Certification program with partners TekPerfect and Jewish Vocational Services (JVS); and

WHEREAS, San Pablo EDC wishes to execute a Memorandum of Understanding (MOU) with these partners to allow better leverage of funding on a more equitable basis; and

WHEREAS, an MOU with JVS for workforce training services would expand equitable access to high-demand careers to San Pablo and other workforce participants; and

WHEREAS, JVS is a nonprofit based in San Francisco working to close opportunity gaps in employment by supporting jobseekers with the skills and confidence to secure quality careers with family-sustaining wages; and

WHEREAS, JVS is working in partnership with TekPerfect, San Pablo EDC, WDBCCC and Tech SF to deliver the IT Training & Certification program, which allows co-enrolled participants to have access to more employment support services funding, job search preparation and paid work-based learning (WBL), boosting the success rate for participants; and

WHEREAS, under this MOU, JVS would co-enroll San Pablo EDC-referred, WIOA-qualified participants in IT Training & Certification Program and deliver services as outlined; and

WHEREAS, fiscal impact under the adopted FY23-24 budget will be incurred in expense account 62160 Job Training & Support Services for Measure S and grants classes, in a total amount that will not exceed budgets in these respective classes for 62160.

NOW, THEREFORE, BE IT RESOLVED by the San Pablo Economic Development Corporation Board of Directors, as follows:

1) Authorize Executive Director Choy to execute fiscal year 2023-2024 Memorandum of Understanding with Jewish Vocational Services for workforce training services.

ADOPTED this 15th day of November, 2023, by the following vote, to wit:

AYES: 
NOES: 
ABSTAIN: 
ABSENT: 

ATTEST: 
APPROVED: 

__________________________  ____________________________
Saeid Babay Hosseini, Board Secretary  Xavier Abrams, Board Chair
Memorandum of Understanding between Jewish Vocational Services ("Partner" or “JVS”) and San Pablo Economic Development Corporation (“SPEDC”).

Recitals

SPEDC is engaged in economic and workforce development by delivering programs, providing access to training, engaging in public-private partnerships and linking community resources.

Partner is engaged in services and activities as specified in Exhibit A.

SPEDC and Partner are entering into a Memorandum of Understanding ("MOU") for the purpose of providing the Program as defined in Exhibit A. Both parties have complementary missions and share a desire to cooperate to the ends described herein. To that extent, the parties intend this MOU to create a relationship for their mutual benefit.

Accordingly, the parties hereby agree as follows:


1.1. Program Operation. Each party shall perform the Program responsibilities set forth for that party in Exhibit A.

1.2. Participant Eligibility. Each party shall provide Program services only to individuals meeting the participant eligibility requirements set forth in Exhibit A.

2. Communication.

2.1. Progress Reports. Partner shall provide regular progress reports to the SPEDC on Program operation under this MOU, including information regarding total numbers of referrals and participants; graduation, certification, and licensing data, as applicable; identification of challenges; information regarding any program participants’ withdrawal or expulsion from the Program; and any other information required to be reported as described in Exhibit A.

2.2. Data. Both parties use CalJOBS and the WIOA process as part of verification, enrollment and data management. SPEDC is solely responsible for verification of residency for San Pablo residents.

2.3. Program Performance Reports. Partner shall provide SPEDC an annual Program performance report compiled for the fiscal year (July 1, 2023 – June 30, 2024) that provides data for completion rates, certifications, paid work-based learning and employment in industry no later than 90 days post program close.

2.4. Partnership Meetings. SPEDC shall hold regular meetings (in person or via phone) with Partner at least quarterly.
3. **Finances.**

3.1. **Invoices.** Partner shall invoice SPEDC according to the schedule in Exhibit A.

3.2. **Satisfaction of Invoices.** SPEDC shall pay Partner’s invoices within thirty business days of receipt and shall notify Partner if there are questions or concerns regarding submitted invoices.

4. **Miscellaneous**

4.1. **Confidentiality.** Each party shall maintain the confidentiality of information gathered and all records generated during the period of this MOU, to the extent allowed by law. Provision of financial and organizational operations records to a party’s accountants, attorneys, auditors, board members, and other professionals or affiliated individuals is not a violation of this section. This provision does not prohibit staff from reporting suspected neglect or abuse of participants to child abuse reporting agencies as required by law.

4.2. **Insurance.** On or before commencement of operation of the Program pursuant to this MOU, Partner, at its own expense, shall carry, maintain for the duration of the MOU, and provide proof thereof that is acceptable to the SPEDC, the insurance described in Exhibit B with insurers and under forms of insurance satisfactory in all respects to the SPEDC. Partner shall maintain limits no less than as set forth in Exhibit B. If Partner maintains higher limits than those set forth in Exhibit B, the SPEDC shall be entitled to coverage for the higher limits maintained by Partner. Partner shall not allow any subcontractor to commence work on any subcontract in operation of the Program until all insurance required of Partner has also been obtained for the subcontractor. Partner shall require and verify that any subcontractors maintain insurance as required of Partner.

4.3. **Indemnity**

4.3.1. **Indemnification of SPEDC.** To the fullest extent permitted by law, Partner shall immediately defend, indemnify, and hold harmless the SPEDC and its directors, officers, administrators, employees, volunteers, and agents from and against all liabilities regardless of nature or type, direct or indirect, in whole or in part, arising out of or resulting from Partner’s performance of services under this MOU, or in connection with any negligent or wrongful act or omission of Partner or its departments, programs, divisions, officers, employees, agents, or subcontractors, in the performance of this MOU. Liabilities subject to the duties to defend, indemnify, and hold harmless include, without limitation, such liabilities for: damage to property; injury or death of any person; and all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys’ fees; court costs; and costs of alternative dispute resolution. Partner’s obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an
indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Partner’s indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

In its sole discretion and at its own cost and expense, the SPEDC may participate in the defense of any such claim, action, or proceeding, utilizing legal counsel of its choice; however, such participation shall not relieve Partner of any obligation imposed pursuant to this MOU. The SPEDC shall promptly notify Partner of any such claim, action, or proceeding and shall cooperate fully in the defense of same.

The review, acceptance or approval of the Partner’s work or work product by any indemnified party shall not affect, relieve or reduce the Partner’s indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

The duty of Partner to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this MOU does not relieve Partner from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. The parties further agree that the provisions of this section shall survive any termination or expiration of this MOU.

4.3.2. **Indemnification of Partner.** To the fullest extent permitted by law, the SPEDC shall immediately defend, indemnify, and hold harmless Partner and its directors, officers, administrators, employees, volunteers, and agents against and from any liability, including for damage to property and injury or death of any person, and any claim, action, or proceeding against Partner, arising solely out of or in connection with the acts or omissions of the SPEDC in the performance of this MOU. In its sole discretion and at its sole cost and expense, Partner may participate in the defense of any such claim, action, or proceeding, utilizing legal counsel of its choice; however, such participation shall not relieve the SPEDC of any obligation imposed pursuant to this MOU. Partner shall promptly notify the SPEDC of any such claim, action, or proceeding and shall cooperate fully in the defense of same.

4.4. **Effective Date & Term.** This MOU shall be effective upon execution and delivery by both parties and shall govern Program operations specified in Exhibit A. The MOU shall remain in effect through June 2023 provided funding is allocated in the SPEDC budget and ratified by its Board of Directors.
4.5. **Amendment.** Amendments to this MOU are effective only if agreed upon by both parties, as indicated through execution and delivery documenting the amendment.

4.6. **Termination.** Either party may terminate this MOU with or without cause by providing the other party with sixty days' written notice.

4.7. **Third-Party Beneficiaries.** There are no third-party beneficiaries to this MOU.

4.8. **Notices.** Any notices required to be made or given pursuant to this MOU, shall be effective if made in writing and sent by registered or certified mail, return receipt requested to:

To SPEDC:  Leslay C. Choy, Executive Director  
San Pablo Economic Development Corporation  
1000 Gateway Ave, First Floor  
San Pablo, CA 94806

To Partner:  Jim Dowling, Asst. Director of Adult Training Programs  
JVS  
548 Market St, PMB 37733  
San Francisco, CA 94104

To evidence the parties’ assent to this MOU, they have signed and delivered it on the dates set forth below.

_________________________________  _________________________________  
Jim Dowling  Leslay C. Choy  
Asst Director of Adult Training Programs  Executive Director  
JVS  San Pablo Economic Development Corporation  

Date: ____________________________  Date:  ____________________________
EXHIBIT A

Program Description

1. Program Overview.

   1.1. General Description of Program Purpose.

       JVS is a nonprofit working to close opportunity gaps in employment by supporting jobseekers with the skills and confidence to secure quality careers with family-sustaining wages.

       JVS offers a wide range of career training programs in information technology, healthcare, and skilled trades, as well as a job search accelerator program.

       JVS is currently offering an IT Training & Certification program in partnership with TEKperfect. This online training course includes 12 weeks of intensive IT DevOps training and 3 weeks of JVS job search training.

       This MOU provides this Program for workforce participants enrolled with the San Pablo EDC.

2. Program Operation.

   2.1. Student Enrollment

       2.1.1. The SPEDC shall securely deliver files containing the names and email addresses of students to be manually enrolled by Partner, and Partner shall handle the information with the appropriate confidentiality.

   2.2. Marketing and Recruiting.

       2.2.1. SPEDC Marketing and Recruiting Responsibilities. The SPEDC shall actively participate in the marketing of the Program to potential students.

       2.2.2. Partner Marketing and Recruiting Responsibilities. Partner shall recruit eligible students to the Program and share recruitment materials with SPEDC.

2.3. Administration

   2.3.1. SPEDC Administrative Responsibilities.

       2.3.1.1. Provide a SPEDC staff member to work directly with Partner immediately if there are issues or questions

       2.3.1.2. Work with Partner to expand the employers willing to offer on-the-job training and consider graduates for placement

       2.3.1.3. Attend Partner graduations and special events
2.3.1.4. Provide opportunity for students to volunteer

2.3.2. Partner Administrative Responsibilities.

2.3.2.1. Use the template provided by the SPEDC to request verification of WIOA eligibility

2.3.2.2. Provide lifetime employment support services

2.3.2.3. Notify the SPEDC of graduation dates with a confirmed list of participating SPEDC-enrolled students

3. Participant Eligibility

3.1. Verification of Eligibility. Partner shall request verification from the SPEDC workforce participant eligibility before enrollment in the Program and provide to the SPEDC the documentation to confirm eligibility. Specifically:

3.1.1. To be enrolled under this program, each applicant must:

- Present a valid, government-issued photo ID
- Have a High School Diploma or GED
- Be able to pass a reading and math test at the 10th grade level
- Complete an SPEDC Workforce Enrollment Form (WEF) provided to Partner; failure to do so shall hold up payments to Partner and potentially disqualify the enrollee for funding
- Enroll in the SPEDC’s WIOA workforce program
- Meet in person with SPEDC staff; failure to do so shall hold up the funding payments to Partner for which enrollee will be liable if requirement is not fulfilled
- Be responsive to outreach from SPEDC staff regarding employment status and information; failure to do so may hold up the funding payments to Partner for which enrollee will be liable if requirement is not fulfilled
- Be willing to fulfill a volunteer commitment at the SPEDC; failure to do so may hold up the funding payments to Partner for which enrollee will be liable if requirement is not fulfilled

3.1.2. Further, each student must be verified by designated SPEDC staff on the spreadsheet template as outlined in sub-section 2.2 Data of the MOU. Verification is done to establish eligibility. Once eligibility is established, enrollment must be supported by the required ID and WIOA eligibility documents, as well as completion of all data fields on the template. An invoice cannot be submitted for a student until these steps have been completed and SPEDC approves student for funding.
3.1.3. The required documents for student verification include: a government-issued photo ID; social security card or tax form documenting student’s social security number; proof of selective service registration for men born after 1959, unless exempt; proof of student income level; and additional WIOA eligibility documents as required on a case-by-case basis.

3.1.4. Partner will work directly with SPEDC staff on all verifications, data tracking, and contract- or case management-related questions.

3.2. Confirmation of Eligibility. The SPEDC shall confirm eligibility according to the requirements described in Exhibit A and notify Partner immediately whether the applicant may or may not be enrolled under this MOU.

4. Communication and Recordkeeping

4.1. Program Event Dates. Partner shall notify the SPEDC of the date of each Program graduation, as well as the dates of any Program event.

4.2. Participant Data. Partner shall, on a quarterly basis, provide updated data to the SPEDC using the template provided by the SPEDC, for all San Pablo students who receive services under this MOU, including, but not limited to, all applicable information as follows: contact information, demographic data, current enrollment, cohort number, exit date, certification completion dates, most recent employer, and salary.

4.3. Progress Reports. Partner shall provide regular progress reports to SPEDC on Program operation under this MOU, including total number of participants; completion, certification, and licensing; identification of challenges; information regarding any program participants’ withdrawal or expulsion from the Program; and any other information required to be reported as described in Exhibit A.

4.4. Program Performance Reports. Partner shall provide the SPEDC an annual Program performance report, containing the information required in the section 4.3 above, compiled for the fiscal year (July 1, 2023 – June 30, 2024).

4.5. Graduate Data. Partner shall keep graduation, employment, certification, and licensing data, as applicable, for all students referred to Partner by the SPEDC, and Partner shall share all such data with the SPEDC.

4.6. JVS tracks students for at least 18 months following graduation. During this time, JVS’s employment services representatives are actively connecting with graduates to ensure job placement and retention.

4.7. JVS administers semiannual alumni surveys to gain qualitative insights into graduate experience and to track long term retention.

5. Finances

5.1. Compensation. Cost of Program is acknowledged to be $7,200. Upon approval of
enrolled SPEDC workforce participants co-enrolled in WIOA, the SPEDC agrees to provide a participant funding spreadsheet. JVS will invoice the Contra Costa County WIOA entity directly for its portion up to $7,200. In the event of SPEDC leveraged grant resources, JVS shall invoice SPEDC for the remaining balance as outlined in the spreadsheet per the schedule below.

5.1.1. As funding may be exhausted quickly, verification of eligibility is not sufficient to guarantee funding. Once all data is submitted, Partner must get authorization from SPEDC to enroll under this MOU.

5.1.1.1. Pre-authorization is critical in that WIOA funds may not be approved retroactively.

5.2. Partner shall invoice the SPEDC for each eligible participant as follows:

a) 50% of funding after the completion of first two weeks of the first course provided a completed WEF has been received, residency has been verified, and WIOA approval is in place.

b) 40% of funding after completion of the half-way point, acknowledging that this varies by program; preference is certification. Both parties recognize that high industry standard is 75% certification of those who complete these courses.

   a. Should Partner not realize at least a 70% certification rate of San Pablo residents enrolled under this MOU who complete their course, this milestone will be revisited.

   c) 10% of funding after participant receives at least one industry certification and is placed in work-based learning.

6. Term of Program Operations. This Exhibit A covers Program operations from July 1, 2023 – June 30, 2024.
Exhibit B

Insurance Requirements

Insurance


   1.1. On or before beginning any of the services or work called for by any term of this agreement, Partner, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to SPEDC the insurance specified herein below with insurers and under forms of insurance satisfactory in all respects. Partner shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Partner has also been obtained for the subcontractor. Partner shall maintain limits no less than set forth below. If Partner maintains higher limits than the minimums shown above, the SPEDC shall be entitled to coverage for the higher limits maintained by Partner. If Partner certifies students do not travel in, nor are allowed to drive, Partner vehicles, evidence of automotive liability is not necessary.

      1.1.1. General Liability: $2,000,000 per occurrence for bodily injury, personal injury, and property damage.

      1.1.2. Automotive liability: $1,000,000 per accident for bodily injury and property damage.

      1.1.3. Workers’ Compensation: As Required by the State of California. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the SPEDC for all work performed by the Partner, its employees, agents and subcontractors.

      1.1.4. Employers’ Liability: $1,000,000 each accident; $1,000,000 policy limit bodily injury by disease, $1,000,000 each employee bodily injury by disease.

2. Deductibles and Self-Insured Retentions

   2.1. Any deductibles or self-insured retentions must be declared to and approved by SPEDC. At the option of SPEDC, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the SPEDC, its officers, officials, employees and volunteers; or the Partner shall provide a financial guarantee satisfactory to the SPEDC guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

3.1. SPEDC, and their officers, officials, and employees are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Partner; and with respect to liability arising out of work or operations performed by or on behalf of the Partner including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (form CG 20 10 11 85, or forms CG2010 version 10/01 and GC 2037 versions 10/01 or equivalent) to the SPEDC’s insurance policy, or as a separate owner’s policy.

3.1.1. For any claims related to this project, the Partner’s insurance coverage shall be primary insurance as respects the SPEDC, its officers, officials, and employees. Any insurance or self-insurance maintained by SPEDC, its officers, officials, or employees, shall be excess of the Partner’s insurance and shall not contribute with it.

3.1.2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the SPEDC.

3.1.3. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

3.1.3.1. SPEDC, and its officers, officials, and employees are to be covered as insureds as respects each of the following: liability arising out of activities performed by or on behalf of Partner, including the insured’s general supervision of Partner; products and completed operations of Partner; premises owned, occupied or used by Partner; or automobiles owned, leased, hired, or borrowed by Partner. The coverage shall contain no special limitations on the scope of protection afforded to SPEDC, and its officers, officials, and employees.

3.1.3.2. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

3.1.3.3. An endorsement must state that coverage is primary insurance and that no other insurance affected by SPEDC will be called upon to contribute to a loss under the coverage.

3.1.3.4. Any failure of SPEDC to comply with reporting provisions of the policy shall not affect coverage provided to SPEDC and its officers, officials, and employees.
3.1.3.5. Notice of cancellation or non-renewal must be received by SPEDC at least thirty days prior to such change.

4. **Deductibles and Self Insured Retentions**

4.1. Partner shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this agreement. During the period covered by this agreement, upon express written authorization of the Executive Director, SPEDC may increase such deductibles or self-insured retentions with respect to its officers, employees, agents, and volunteers. The Executive Director may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Partner procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

5. **Notice of Reduction in Coverage**

5.1. In the event that any coverage required under this section of the agreement is reduced, limited, or materially affected in any other manner, Partner shall provide written notice to SPEDC at Partner’s earliest possible opportunity and in no case later than five days after SPEDC is notified of the change in coverage.

6. **Waiver of Subrogation**

6.1. Partner hereby agrees to waive subrogation, which any insurer of Partner may acquire from SPEDC by virtue of the payment of any loss. Partner agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

7. **Acceptability of Insurers**

7.1. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII unless otherwise acceptable to SPEDC. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

8. **Verification of Coverage**

8.1. Partner shall furnish SPEDC with endorsements effecting coverage required by this clause. Partner’s insurer may provide complete copies of all required insurance policies, including endorsements effecting the coverage required by the specifications. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. All endorsements are to be received and approved by SPEDC before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.