

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

216



SUBMITTAL DATE:
March 15, 2012

FROM: Economic Development Agency

SUBJECT: College of the Desert for Green Jobs Innovation Grant Funds

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize the Chairman of the Board to accept \$116,000 in funding to provide workforce services for the College of the Desert's Green Jobs Innovation Grant Training program; and
2. Authorize the Assistant County Executive Officer/EDA, or designee, to negotiate and execute an agreement with the College of the Desert, as attached hereto as Exhibit A, and any subsequent amendments provided they are approved as to form by County Counsel.

BACKGROUND: (Commences on page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 116,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12-2012/13

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No	
SOURCE OF FUNDS: Governor's 15% federal Workforce Investment Act funds	Positions To Be Deleted Per A-30 <input type="checkbox"/>
	Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY:
Jennifer L. Sargent

County Executive Office Signature

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Samuel Wong 3/12/12
 SAMUEL WONG
 Departmental Concurrence
 FORM APPROVED
 COUNTY COUNSE
 MAR 12 2012

Dept's Recomm.: Consent Policy Policy
 Per Exec. Ofc.: Consent Policy

BACKGROUND:

In Program Year 2010-2011, the College of the Desert (COD) was awarded a Workforce Investment Act (WIA) Governor’s Discretionary 15% Clean Energy Workforce Training Program (CEWTP) grant. EDA Workforce Development Division (WDD) served as a partner in the grant and provided outreach, orientation, eligibility, assessment, and assisted with Unemployment Insurance applications and provided job placement and follow-up services. The population served under the grant included long-term unemployed, homeless veterans, GAIN participants, seniors and parolees. The primary outcome resulted in 45 participants being placed into unsubsidized employment in both solar and wind industries. The average wage at placement in the solar industry was \$29.33 per hour and the wind industry was \$15.50 per hour. COD and WDD previously entered into an agreement for the above-described CEWTP program for grant year 2010-2011; the agreement expired on June 1, 2011.

On or about August 1, 2011, COD received funding under the Governor’s 15% Green Jobs Innovation grant for grant years 2011-2013. As part of this Green Jobs grant requirement, COD must provide workforce services to program participants, and COD would like to continue to partner with WDD for grant years 2011-2013. Since August 1, 2011, COD and WDD have been operating without a written agreement and will therefore execute a new agreement for program years 2011-2013, which is attached hereto as exhibit A.

COD’s Green Jobs Innovation grant training will assess local renewable energy industry needs; establish training services that prepare workers for anticipated green technology jobs, and partner with the regional Building and Construction Trades Council. The program will align with related trades and serve as pre-apprenticeship experiences. The 2011-13 grant outcome goals are noted in the table below:

2011-13 Goal-Number Placed into training	2011-13 Goal-Number Placed into training-related unsubsidized employment	2011-13 Goal-Number Employed and Retained at 6 months
130	87	60

WDD will assist the college with regional outreach, recruitment, career coaching, job placement services and follow-up. WDD will determine eligibility and conduct pre-course assessment of interested participants.

As a reporting agent, WDD will also assist COD by filing of participant reports through the state’s Job Training Automation data system and assist with data input and reporting. WDD will keep internal financial records; participate in any monitoring, auditing generation or program evaluations, as required.

EXHIBIT A

To Form 11 Tracking Number 11336

Board Date: March 27, 2012



**AGREEMENT FOR CONTRACTED SERVICES - RIVERSIDE COUNTY ECONOMIC
DEVELOPMENT AGENCY-WORKFORCE DEVELOPMENT DIVISION
Green Jobs Innovation Grant**

This agreement made and entered into as of August 1, 2011 by and between the ADVANCED TRANSPORTATION TECHNOLOGY & ENERGY CENTER at COLLEGE OF THE DESERT, DESERT COMMUNITY COLLEGE DISTRICT, Riverside County, California, hereinafter referred to as the "DISTRICT" and RIVERSIDE COUNTY EDA WORKFORCE DEVELOPMENT DIVISION, hereinafter referred to as the "CONTRACTOR."

CONTRACTOR agrees to provide the DISTRICT the services enumerated in line item #10 of this Agreement under the following terms and conditions:

1. Services began on August 1, 2011 and shall be completed on or before March 31, 2013 with a total contract amount not to exceed **\$116,000. All monies must be expended by March 31, 2013.** Follow-up services shall extend through September 30, 2013 (see Attachment A, Additional Follow-up Services).
2. CONTRACTOR shall furnish, at his own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.
3. CONTRACTOR shall invoice the DISTRICT for all expenses as delineated in ATTACHMENT B of this agreement and shall be paid within thirty days of receipt of invoice and supporting documents. If travel reimbursements are applicable, they are limited to actual coach airfare, approved IRS mileage rate, reasonable hotel accommodations, and meal per diem in accordance with current DISTRICT policy.
4. CONTRACTOR understands and agrees that he/she and all of his/her employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions including Unemployment Insurance, Social Security and Income Taxes with respect to CONTRACTOR'S employees.
5. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
6. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR'S negligence in the performance of this Agreement, including, but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR'S employees or agents. DISTRICT agrees to defend, indemnify and hold harmless the CONTRACTOR, its employees and agents from any and all liability or loss arising in any way out of the negligence of the DISTRICT, its employees or agents, including, but not limited to any claim due to injury and/or damage sustained by DISTRICT, and/or DISTRICT'S employees or agents.
7. CONTRACTOR shall provide the DISTRICT with a Certificate of Insurance showing a minimum vehicle(s) coverage at \$100,000/person, \$300,000/accident, \$25,000 property damage, combined one million dollar single limits of general liability and workers' compensation coverage as required by the DISTRICT.

8. CONTRACTOR shall not speak to any media representatives about any program(s) under this contract without prior approval from DISTRICT.
9. Services to be rendered to the DISTRICT by the CONTRACTOR are as follows:
 - See services, schedules in Attachment A
 - See Budget in Attachment B
10. Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.
11. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. As these services will be paid for with funds that flow down from the Federal Department of Labor, the CONTRACTOR must comply with the following federal regulations as applicable:

The contractor must be alert for instances of fraud, waste, abuse, and criminal activity committed by staff, contractors, or program participants and to report all such instances.

As a recipient of funds through this subcontract, the contractor must comply with:

- Title VI of the Civil Rights Act of 1964, provisions of WIA Section 188, and compliance with Equal Employment Opportunity provisions in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60 [20 CFR 667.200(f) and 29 CFR 97.36(i)(3)];
 - Awarding agency requirements and regulations pertaining to reporting. [29 CFR 97.36(i)(7)];
 - DOL's requirements pertaining to patent rights with respect to any discovery or invention under this contract. [29 CFR 97.36(i)(8)];
 - Awarding agency requirements and regulations pertaining to copyrights and rights in data. [29 CFR 97.34 and 97.36(i)(9)];
 - The rights of the state, DOL, or any of their authorized representatives to access any books, records, papers or other pertinent documents for the purpose of auditing or monitoring. [29 CFR 97.36(i)(10)];
 - The retention of all required records for 3 years. [29 CFR 97.36(i)(11)];
 - Debarment and suspension requirements. (E.O. 12459). [20 CFR 667.200(d), 29 CFR Parts 97.35 and 98.510];
 - A certification of Drug Free Workplace. [29 CFR 94 and 48 CFR 23.5];
 - Administrative, contractual, or legal remedies in instances of contractual violation. [29 CFR 97.36(i)(1)];
 - Applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act. [29 CFR 97.36(i)(12)];
12. No funds shall be used for lobbying (Byrd-Anti Lobbying Amendment). [20 CFR 667.200(e) and 29 CFR 93.110].
 13. Payments shall be made by the DISTRICT to the CONTRACTOR as follows:
 - Quarterly, depending on adequate progress in completing subcontract services, based on monthly progress and expense reports. A quarterly progress and expense report must

accompany each invoice. See Attachment A for amounts to be paid. Any invoice received from CONTRACTOR must be approved before payment will be made.

14. This agreement may be terminated by either party notifying the other, in writing, at least thirty (30) days prior to the date of termination.

15. Contact information:

Contractor Contact Information:

Felicia Flournoy, Director of Workforce
Development
Riverside County Economic Development Agency
1325 Spruce Street
Riverside, CA 92507
Phone: 951-955-3100
Fax: 951-955-3131
Email: fflournoy@rivcoeda.org

District Contact Information:

Larry McLaughlin, Program Director
Advanced Transportation Technology & Energy
College of the Desert
43-500 Monterey Avenue
Palm Desert, CA 92260
Phone: 760-773-2595
Fax: 760-837-9657
Email: lmclaughlin@collegeofthedesert.edu

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly-authorized representatives on this date:

DISTRICT: College of the Desert/Desert Community College District

*Larry McLaughlin, Program Director
Advanced Transportation Technology & Energy*

Date

*John Jaramillo, Dean
Business, Technical & Workforce Education*

Date

*Farley Herzek, Vice President
Academic Affairs – College of the Desert*

Date

*Authorized Agent
Business Affairs – College of the Desert
Fed. ID #33-0535430*

Date

CONTRACTOR: Riverside County EDA Workforce Development Division

*Felicia Flournoy, Director of Workforce Development
Federal Tax ID #95-6000930*

Date

FORM APPROVED
COUNTY COUNSEL

MAR 12 2012

BY _____

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ATTACHMENT A

Green Jobs Innovation College of the Desert (COD) Grant

Contractor

August 1, 2011 – March 31, 2013

Record Keeping

Riverside EDA Workforce Development will keep internal financial records related to this contract sufficient to allow federal, state, and local review or audit.

Reporting

1. Riverside EDA Workforce Development will file College of the Desert participant enrollment data and progress reports through the JTA data system. Riverside EDA Workforce Development will provide College of the Desert with copies of the participant reports along with quarterly invoices.
2. Workforce Development project staff will participate in any monitoring, auditing, or program evaluation meetings as required.
3. Workforce Development project staff will assist COD in fulfilling reporting requirements by providing any information it normally gathers and may be required, including statistical information.
4. Access codes will be obtained by COD for JTA reporting by Workforce Development.

Core and Intensive Services

August 1, 2011 – March 31, 2013

EDA Workforce Development will perform the following services consistent with WIA/Governors 15% program requirements:

1. Perform outreach, intake, and eligibility determination for interested participants with the goal of placing 130 in program training. Outreach will include keeping an interest list and contacting individuals by phone or email with information about the program, instructions on how to seek eligibility, and procedures for participation.
2. Provide enrolled participants with all WIA required notifications including the agency's policies on Grievance and Complaint Procedures, Non-discrimination and Equal Opportunity, and Right-to-Work. Each participant must have a signed copy of acknowledgement of receipt of these policies in their case file.
3. Schedule and conduct orientation sessions in cooperation with COD at the Indio center. Sessions will be held at a minimum of one per course offering, generally to be scheduled prior to each offering.
4. Conduct pre-course basic skill assessment on reading comprehension, math, and mechanical reasoning.
5. Refer interested parties that do not meet minimum basic skill levels to COD for possible remedial coursework, or other services.
6. Provide information to participants regarding filing claims for unemployment compensation and any delays that may occur as a result of program participation.

7. Provide SkillPath employability training to enrolled participants and include information on apprenticeship opportunities.
8. Facilitate communication between COD project staff, EDA project staff, and potential employers.
9. Provide job search and placement services with the goal of placing 87 participants in unsubsidized employment in a related field after completing utility-scale solar energy training.
10. Provide follow-up services intended to support the 87 participants in retaining employment after placement.

Additional Follow-up Services

April 1, 2013 – September 30, 2013

Provide follow-up services intended to reach the goal of retaining at least 60 participants in employment for 6 months after placement. **Services conducted after March 31, 2013 will be performed after the grant ending date and will not be compensated through the Green Jobs Innovation Grant. Such services are provided as regular WIA follow-up covered under WIA formula funding.**

Invoices for services performed must be submitted to COD on a quarterly basis. A quarterly report including participant and service level data must accompany the quarterly invoices.

ATTACHMENT B

BUDGET (see attached)