

**AGREEMENT**  
**BETWEEN THE COUNTY OF SAN MATEO & RENAISSANCE ENTREPRENEURSHIP CENTER**

This Agreement ("Agreement") is entered into as of the Effective Date (defined herein) by and between the County of San Mateo, a political subdivision of the state of California (the "County"), and the JobTrain, a California non-profit corporation ("Contractor") (County and Contractor may be collectively referred to herein as "Parties" and individually as "Party").

\* \* \*

WHEREAS, since its emergence in early 2020, the COVID-19 pandemic has negatively impacted public health and the economy on a global scale, in the country and in San Mateo County; and

WHEREAS, the County has taken extensive steps to prevent and address the spread of the pandemic and to respond to the public health emergency and its negative economic impacts; and

WHEREAS, the County has received State and Local Fiscal Recovery Funds under the federal American Rescue Plan Act ("ARPA") which can be used among other applications to respond to the public health emergency and its negative economic impacts; and

WHEREAS, households earning less than 65% of the Area Median Income (AMI) in the County, or that experienced unemployment or increased food or housing insecurity, or that qualify for certain federal assistance programs or that reside in Qualified Census Tracts have been presumptively impacted by the pandemic and its negative economic consequences; and

WHEREAS, small businesses that have experienced decreased revenue or gross receipts, financial insecurity, increased costs, decreased capacity to weather financial hardship, challenges covering payroll, rent or mortgage, and other operating costs or that operate in a Qualified Census Tract have been impacted by the pandemic and its negative economic consequences; and

WHEREAS, the County by resolution of its Board of Supervisors on September 13, 2022, has authorized an allocation of ARPA funds ("ARPA Funds") to be used to at least partially fund a project to develop and operate an economic advancement center in North Fair Oaks that would provide a range of technical assistance and support to individuals, households and small businesses that were negatively impacted by the pandemic, including through providing job and workforce training and assistance in starting small businesses (the "Project"); and

WHEREAS, in furtherance of the County's efforts in response to the COVID-19 public health emergency and its negative economic impacts, the Parties desire to enter into this agreement by which Contractor will provide services in connection with the Project in the amount set forth herein for use exclusively for ARPA-eligible expenses incurred in connection with the Project.

NOW, THEREFORE, it is agreed by the Parties to this Agreement as follows:

**1. Attachments**

The following exhibits are attached hereto and incorporated by reference as if fully set forth herein: Exhibit A – Project Services; Exhibit B – Payment; Exhibit C – Project Budget; and Attachment E - Additional Agreement Provisions.

## **2. Project Services**

Subject to the terms and conditions specified herein, Contractor agrees to perform services for County in connection with the Project ("Project Services") as specified in Exhibit A in exchange for payment by County in a total amount not to exceed Six Hundred Eighty Thousand, Eight Hundred Eighty-Three Dollars and Zero Cents (\$680,883.00), some portion up to all of which may consist of ARPA Funds, provided that (i) in no event shall the County's total fiscal obligation under this Agreement exceed the amount of the ARPA Funds specified in this paragraph; and (ii) Contractor shall only use the ARPA Funds for the ARPA Funds Purpose as set forth below in Section 3.

## **3. ARPA Funds Purpose**

- a. The Parties agree that the purpose of the ARPA Funds is to provide funding exclusively for ARPA-eligible expenses reasonably and necessarily incurred by Contractor for services provided for the Project as further set forth in Exhibit A ("ARPA Funds Purpose"). The ARPA Funds shall not be used for any other purpose without the prior written consent of the County.
- b. Contractor agrees that at no time will any ARPA Funds be used: (i) to attempt to influence the outcome of any specific public election, or to participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office; (ii) to attempt to influence the selection, nomination, election or appointment of any individual to any public office or office in a political organization within the meaning of Internal Revenue Code Section 527(e)(2); and/or (iii) for any activity that is in violation of federal, state, or local law or any effort to induce or encourage violations of law or public policy.

**4. Payment.** See Exhibit B for terms and conditions relating to payment of the ARPA Funds.

## **5. Contractor's Representations and Warranties**

Contractor represents and warrants the following:

- a. Contractor shall ensure that the Project during the term of this Agreement serves individuals, households and/or small businesses that have been negatively impacted by the COVID-19 pandemic and its economic consequences and shall establish and implement protocols to verify that such individuals, households and/or small businesses are eligible for assistance under ARPA and maintain records of same. Contractor shall provide services for the Project in compliance with applicable law and regulations.
- b. Contractor has full power, authority, and legal right to execute and deliver this Agreement and all other agreements, documents, and instruments contemplated hereby or thereby and to incur and perform its obligations hereunder and thereunder.
- c. Contractor is not in default under or in violation of any indenture or agreement to which it is a party or by which it is bound, or any order, regulation, ruling, or requirement of a court or other public body or authority. No creditor has given Contractor a notice or threatened to give it any notice of default under any material agreement. No event has occurred and is continuing and no condition exists that would constitute an event of default or an event which, with the lapse of time or the giving of notice, or both, would become an event of default.

- d. No action, suit or proceeding (and to its knowledge, no investigation) is pending against Contractor before any court or administrative agency, (i) the outcome of which, by itself or taken together with other such litigation, would be reasonably expected to have a material adverse effect on Contractor's business, assets, operations, or financial condition, or (ii) which purports to affect the legality, enforceability, or validity of this Agreement.
- e. Contractor is in material compliance with all federal, state and local laws, rules, regulations, ordinances, and orders applicable to it, including, without limitation, all applicable health and safety, environmental, and building and zoning laws.
- f. Contractor will submit an IRS W-9 Form to the County and such other documentation as reasonably requested by the County to facilitate disbursement of the ARPA Funds.

Contractor agrees to provide records sufficient to substantiate its representations and warranties upon the County's request. Contractor understands and agrees that the foregoing representations and warranties are material to the County's approval of the Agreement.

## **6. Reporting Requirements**

In addition to Contractor's reporting and/or auditing requirements set forth in Exhibits A and B and Attachment E, Contractor shall provide the County with monthly written reports, detailing (a) Project status and progress toward meeting the ARPA Funds Purpose; and (b) any further reporting reasonably requested by the County to effectuate the terms and conditions of the Agreement.

## **7. Relationship of Parties/Subaward**

- a. Notwithstanding any publicity or other references to the County, the Parties understand and agree that any activities funded by the Agreement are not performed by the Contractor or any other person or entity as an independent contractor of the County, or as an employee of the County, and that neither the Contractor, nor its employees, officers, agents, representatives, contractors or subsidiaries acquire any of the rights, privileges, powers, or advantages of County contractors or County employees. The Contractor acknowledges and agrees that it is not, and will not hold itself out as, an agent, partner, or co-venturer of the County, and that this Agreement is not intended to and does not create an agency, partnership, or joint venture between the Parties. This Agreement is entered into for the sole benefit of the Parties and is not for the benefit of, nor may any provision hereof, be enforced by any other person or entity; thus nothing contained herein or in the Parties' course of dealings shall be construed as conferring any third-party beneficiary status on any person or entity not a party to this Agreement.
- b. The Parties understand that the funds provided by the County under this Agreement are a subaward of ARPA Funds. (Fed. Award Id No. SFLRP0201; Asst. List No. 21027). This means that if Contractor expends more than \$750,000 in Federal awards during the fiscal year, Contractor agrees to submit to audit under the Single Audit Act and its implementing regulations at 2 CFR Part 200, Subpart F. This is not a research and development award.
- c. Because Contractor is receiving a subaward of ARPA Funds, the County must take steps to ensure that Contractor meets the audit requirements and uses the ARPA Funds in accordance with applicable laws, regulations, and award terms and conditions. Thus, Contractor agrees upon request to promptly (i) identify in writing to the County any ARPA, CARES Act, or other federal

awards/subawards it has received within the past three years and amounts thereof; (ii) provide the County with a copy of any audit reports, including Single Audit reports, within the past three years; (iii) identify its respective current management personnel and systems; and (iv) identify any approved federally recognized indirect cost rate negotiated with the Federal Government. Unless an approved federally recognized indirect cost rate applies, the *de minimis* indirect cost rate (10%) shall apply to the subaward.

- d. Contractor agrees to cooperate and assist with effective subrecipient monitoring by the County to ensure compliance with all terms and conditions of ARPA and its implementing rules, regulations, reporting, and recordkeeping requirements, including, without limitation, by making itself available for and cooperating with audits and on-site reviews and timely completing applicable close-out requirements.

## **8. Term & Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall commence on February 1, 2023 and continue in effect through September 30, 2024, subject to all Contractor reporting/auditing obligations under the Agreement, which shall survive the Agreement and be due as set forth herein. This Agreement will not automatically renew, nor shall it create any reliance on the possibility of future grants. Contractor understands and agrees that, to the extent all funds are not expended or disbursed at the time of termination (*i.e.*, not later than September 30, 2024), Contractor must promptly return all unexpended funds to the County, and any unexpended or undisbursed funds at the time of termination shall be forfeited.

County may suspend and/or terminate this Agreement if Contractor fails to comply with the terms of this Agreement (including breach of any representation and warranty provided herein) and may, in its sole discretion, withhold or cancel pending and future disbursements of funds and/or require Contractor to return some or all funds disbursed under this Agreement.

See Attachment E for additional terms of termination.

## **9. Duty to Defend, Indemnify and Hold Harmless**

Pursuant to Government Code Section 895.4, Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services funded under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including as to Contractor or its respective employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from the Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

## **10. Insurance**

### **a. General Requirements**

Contractor shall not commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, or adequate proof of self-insurance pursuant to Government Code Section 989, *et seq.*, if applicable, and there shall be a specific contractual liability endorsement extending their coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates (or equivalent proof of statutory self-insurance) shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

### **b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work funded under this Agreement.

### **c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work under this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any contractor, anyone directly or indirectly employed by them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability..... \$1,000,000
- (b) Motor Vehicle Liability Insurance.....\$1,000,000
- (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further payment under this Agreement.

#### **11. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice and the County shall have the right to a refund of all funds disbursed under this Agreement.

#### **12. Compliance With Laws**

All services to be performed by Contractor in connection with this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, and provisions pertaining to confidentiality of records. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement. Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

#### **13. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:	In the case of Contractor, to:
Justin Mates County Executive's Office 400 County Center, 1st Floor Redwood City, CA 94063 (650) 363-4136 jmates@smcgov.org	Barrie Hathaway, CEO 1200 O'Brien Drive Menlo Park, CA 94025 650-330-6500 bhathaway@jobtrainworks.org

#### **14. Electronic Signature**

The Parties wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

#### **15. Payment of Permits/Licenses**

The Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be funded under this Agreement prior to commencement of said work/services. Failure to do so will result in forfeit of any right to reimbursement under this Agreement.

#### **16. Effective Date**

This Agreement shall be effective upon the date that all signatories have executed the Agreement (the "Effective Date").

\* \* \*

**THIS AGREEMENT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO FUNDS WILL BE DISTRIBUTED UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY'S AUTHORIZED DESIGNEE.**

*[Signatures on following page]*

**For Contractor JobTrain:**



**1/25/23**

**CEO**

\_\_\_\_\_  
(Signature)  
Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Job Title

Barrie R. Hathaway

\_\_\_\_\_  
(please print name)  
Authorized Representative

**For County:**

\_\_\_\_\_  
(Signature)  
Authorized Designee  
County of San Mateo

\_\_\_\_\_  
Date

\_\_\_\_\_  
Job Title (please print)

\_\_\_\_\_  
(please print name)  
Authorized Designee  
County of San Mateo



## **Exhibit A- Project Services**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following Project Services:

- A. Project Services to be Performed by Contractor:** Contractor shall provide assistance to individuals, households, and/or local small businesses negatively impacted by the pandemic through technical support for small businesses and entrepreneurs and services to individuals who are unemployed or currently employed but are seeking to move to a job that provides better opportunities for economic advancement (“Job Seekers”), at the North Fair Oaks Economic Advancement Center (NFO EAC), to include:
1. **Marketing and Outreach Program.** In partnership with the County’ Office of Community Affairs, Renaissance Entrepreneurship Center, and community organizations serving the residents of North Fair Oaks, develop and implement a multi-faceted marketing and outreach program to connect with the target market of lower-income households and aspiring and established small business entrepreneurs located in North Fair Oaks. The Project Services area may, at County’s sole discretion, be expanded to also include individuals, households, and/or small businesses located in other South County communities (i.e., Redwood City, Menlo Park, and East Palo Alto), but only after Contractor completes at least six months of marketing and outreach in and directed to North Fair Oaks individuals, households, and/or small businesses. Throughout the Project, priority will be given to individuals, households and/or small businesses located in North Fair Oaks.
    - The marketing and outreach program will include a mixed media campaign in English and Spanish to introduce the mission, programs, and services of the EAC to the community.
    - The marketing and outreach program will include print media, English and Spanish language television, radio, and social media.
    - Flyers posted at key locations throughout North Fair Oaks, including the Fair Oaks Community Center, North Fair Oaks Community Council, churches, English as a Second Language (ESL) programs, and local businesses.
    - Contractor shall promote the marketing and outreach program on Contractor’s social media channels, including, if used, Facebook, LinkedIn, website and in email alerts and online newsletters.
    - Contractor will reach out to and provide in-person orientations and information about the EAC and Contractor’s services to established community organizations and community leaders in North Fair Oaks.
  2. **Additional Services.** As part of the Project Services, Contractor will provide the following programs and services, delivered in English and Spanish, for active Job Seekers whose goal is to find work within 30-90 days, upgrade Job Seekers who are currently working but searching for a job that is better suited to their career goals and financial needs, and training Job Seekers who have decided on a career path but require additional training to find employment in their chosen field (collectively, “Job Seeker Services”), to include the following:

- i. *Job Skills Assessment & Support Upgrading Basic Skills:* Provide initial orientation to the JobTrain programs and services for all clients, including an assessment of the client's employment and/or training preference, education or skills gaps, self-efficacy, and any other barriers that may prevent them from achieving their career goals. The assessment will use the CASAS and Wonderlic tests to provide client's current education levels in reading and math skills. Clients needing help with reading and math skills will be offered the opportunity to enroll in GED/High School Equivalency Classes through the JobTrain partnership with Five Keys Schools and Programs.
- ii. *Work Readiness Assessment:* Contractor shall conduct work readiness assessments for all clients, which assessments shall document how clients react in given work scenarios, what they think is the most appropriate response to a particular set of circumstances, and their own on-the-job ethics and priorities.
- iii. *Career Advice & Coaching:* Contractor shall work one-on-one with clients to understand their individual career aspirations and advise them on the education, experience, and training needed to attain that career. Clients unsure about what path they want to pursue will be offered a Career Interest Test, or Career Aptitude Test, to help them select a career path.
- iv. *Job/Workforce & Career Training:* Contractor shall work with clients to help them to gain the skills needed to achieve their employment goals. Clients looking to upgrade and/or learn new skills and/or find employment quickly will have the opportunity to enroll in one of the JobTrain Skills Upgrade Classes: HSE/GED Prep, ESL Classes, Computer Literacy and Digital Literacy Skills Classes, and Youth Paid Work Experience. Clients starting to build a career will be given the opportunity to enroll in one of seven full-time 11-week accredited Career Training Programs offered by Job Train including: Project Build: Carpentry Pre-Apprenticeship, Building Maintenance, Culinary Arts, Certified Nursing Assistant, Medical Assistant, IT Service & Support, and Advanced IT-Network Plus.
- v. *Work Readiness Workshops & Activities:* Contractor shall create a job search strategy for each job-ready client, including developing a well written resume, preparing for interviews, and supporting clients in their job search. Contractor shall also provide additional, soft skills training to clients, including classes on critical thinking, problem solving, public speaking, conflict resolution, email, and workplace etiquette, how to work in teams, and financial literacy.
- vi. *Job Placement:* Contractor shall coordinate with its network of local employer partners to place clients in jobs that match their individual skills.
- vii. *Resource Referrals & Navigation Assistance.* Contractor shall provide Wraparound Supportive Services to all clients in needs this assistance, which services shall include:
  - Helping clients enroll in public benefits such as CalFresh and Healthcare.
  - Connecting clients to food, housing, legal, financial, and family support providers.

- Providing financial support for work related needs including transportation, work clothing, study supplies, childcare assistance, and referrals to additional community resources.
- Referrals to wellness services for clients dealing with stress, emotional, or mental health issues.

**B. Schedule for Completing Project Services.** The schedule for Contractor to deliver and complete Project Services for the NFO EAC is as follows:

1. MONTH 1: Initiate Project: Staffing, Community Needs Research, Partnerships, Workplan.
  - Hire, onboard, and train new staff for NFO EAC, which may take up to 2 to 3 months but will be initiated in month 1.
  - Determine community Job Seeker service needs and develop plan for delivery of services to meet those needs.
  - Identify and engage with community organizations and individuals who will be partners and contribute to the NFO EAC work.
  - Participate in the build-out planning along with other project partners once a permanent physical location for the NFO EAC is determined.
  - Prepare, produce, and distribute Marketing and Outreach Program materials for distribution across traditional and digital platforms, including website/landing page, blog posts, social media, collateral materials (including flyers, etc.).
  - Develop performance reporting processes in the Job Train Salesforce Database for Dashboards, Reports, etc. to track progress and results of services delivered under this Agreement.
2. MONTHS 2 -19: Plan and Conduct Marketing and Outreach Program, Ongoing Research on Job Seeker Needs and Opportunities
  - Plan and conduct outreach to individuals, households, and small businesses while working closely with the County Office of Community Affairs and in coordination with Renaissance Entrepreneurship Center.
  - Continue employer, partner, and community member listening sessions to better understand the employment needs and opportunities for Job Seekers and develop a focused, highly curated set of services and partners to achieve the highest outcomes for clients.
3. MONTHS 2-19: Deliver Job Seeker Services
  - Contractor shall provide Job Seeker Services as specified in Section A(2) of this Exhibit A.

**C. Performance Goals:** The County's payments in Exhibit B are expressly conditioned upon satisfactory performance by Contractor (as determined in County's sole discretion) in delivering the services specified in this Agreement and meeting the following performance goals:

- Contractor will enroll and deliver Job Seeker Services to 125 clients at the NFO EAC during the 2nd through 12th months of the term of this Agreement. Contractor will enroll and deliver services to an additional 65 clients during the 13th through 19th

months of the term of the Agreement, for a total of 190 clients enrolled and served at the NFO EAC over 18 months.

- Contractor will provide an average of three Job Seeker Services to each client at the NFO EAC.
- By the 7th month of the Project, at least 25 Job Seekers will be ready for work and placed in employment. By the 13<sup>th</sup> month of the Project an additional 25 Job Seekers will be ready for work and placed in employment and, by the end of the Project, a total of at least 75 job seekers will be ready for work and placed in employment. At the end of the Project, all unemployed Project enrollees will be either in training, or actively searching for employment.
- Contractor will track all Project enrollees placed in employment throughout the Project term and report on their status (employed, promoted, left work, and other reporting categories to be determined by County) in the monthly and final reports required under this Exhibit A.
- Additional performance goals as determined by the County in collaboration with Contractor, including specific goals for the outreach and marketing campaign, which shall involve, without limitation, social media shares, flyers distributed, community meetings held, community partners contacted, and participating in outreach and other media promotion.

**D. Performance Reporting:** In addition to Contractor's reporting obligations as set forth at Section 6 of this Agreement, Contractor will meet monthly with County to review strategic goals for the Project, report on performance measure progress, review services provided, and discuss any needs for Project modifications, including, if needed, any changes to the marketing and outreach plan. At the monthly meetings, which may occur less or more frequently at the discretion of the County, Contractor will report on the following:

- Staffing status for NFO EAC (staff hired, roles served, and open positions);
- Location of Project Services provided including virtual services and services offered at community locations, such as the NFO Library or Community Center and at the NFO EAC after it opens;
- Client/Job Seeker enrollment data, including client demographics (name, address, household income, employment status), number of clients enrolled, nature and number of services delivered;
- Job placement data, including number of clients/Job Seekers placed, job/industry category, employer name, type and location, hours per week, wages, benefits, and retention;
- Contractor will also collect evaluation forms from Job Seekers at the conclusion of Job Services to evaluate the quality and effectiveness of the services and report the summary results. Contractor will adjust Job Seeker Services based on evaluation form results as needed;
- Marketing and Outreach Program activity, including events, clients contacted, partners engaged, and other data as required depending on the service.

E. **Project Completion Reporting:** No later than 30 days after the end of the 19th month of the Agreement, Contractor will provide a summary report that includes, but is not limited to, the following information:

- Summary of all clients served, including demographic data, city/community of residence, employment status before and after Job Seeker Services delivery, and household income by Area Median Income categories;
- Summary of all Project and Job Seeker Services provided and results;
- Statements/testimonials and pictures from at least five (5) program participants that illustrate the value of the services provided by the Contractor under this Agreement;
- Bullet point list of lessons learned during the Project about providing Job Seeker Services to residents of the Project Service Area including the most effective approaches for outreach and marketing, most effective of Job Seeker Services, and the most effective community partners with regard to outreach to Job Seekers;
- Recommendations to improve Project performance; and
- Any additional information as determined by the County.

F. **Additional Terms:** The following additional terms are included in the Agreement:

- Contractor shall include the County contract number for this Agreement on all correspondence, invoices, payments, and reports submitted to County by the Contractor.
- Contractor agrees to provide County with reasonable prior written notice of Contractor's intent to assign staff to provide services under this Agreement and shall provide County with qualifications of proposed staff and other information as reasonably requested by County, which hiring and assignment shall be subject to County approval.
- County reserves the right to approve the assignment of staff actually performing the Project Services on behalf of Contractor pursuant to this Agreement. If County, in its sole discretion, is dissatisfied with the assigned staff actually performing the Project Services on behalf of Contractor pursuant to this Agreement, County may require that Contractor assign a different person or persons for these roles, which assignment shall be subject to the County's approval.
- All invoices will include details on the work completed during the invoice period and the most recent client and services report.

## **Exhibit B – Payment**

In consideration of and conditional upon the delivery of the Project Services provided by Contractor described in Exhibit A and subject to the terms and conditions of the Agreement, County shall pay Contractor based on the terms as provided below.

- a. **Advance Payment.** Within 30 days following execution of this Agreement and the County's receipt and approval of an invoice in the amount of \$68,088 from Contractor, County shall remit payment to Contractor in that amount (the "Advance Payment"). Subsequent payments will be made monthly beginning in May 2023 for expenses in excess of \$68,088 in accordance with the invoice and schedule procedures specified in this Exhibit B and the rates and costs specified in Exhibit C and provided that the Contractor has successfully completed delivery of services outlined in MONTH 1 (see Exhibit A) and any associated performance goals. County reserves the right to withhold payment if County determines in its sole discretion that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Six-Hundred Eighty Thousand Eight Hundred and Eighty-Three Dollars and Zero Cents (\$680,883.00). Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration, including the Advance Payment. Contractor is not entitled to payment for work not performed as required by this Agreement.
- b. **Invoices.** Contractor shall submit detailed invoices to the County on a monthly basis for payment of Project Services, which invoices include billed hours for each position, hours billed at applicable rates (as specified in Exhibit C), locations where Contractor's assigned personnel are working, and supporting documentation, including timesheets or time logs for staff, with a description of the work performed at no greater than one-quarter hour (i.e., 15 minute) billing increments. Contractor shall also provide evidence of payments for any operating expenses claimed in the invoice within the budgeted amount for such expenses. Invoice documentation must be accompanied by a line-item accounting for monthly expenses and evidence of work performed, or costs incurred, including, but not limited to, timesheets, copies of bills, and/or packing slips. Contractor shall include a written certification that the costs were actually incurred for the Project and that the supporting documentation is true, correct and complete.
- c. **Indirect cost rate.** Contractor confirms it does not have an approved federally recognized indirect cost rate and, as such, the allocable indirect costs against the ARPA Funds may be charged at a rate not to exceed the 10% *de minimis* federal indirect cost rate.
- d. **Payment Schedule.** Within 30 days of the County's receipt, review and approval of invoices submitted, County shall remit payment to Contractor for the Project Services rendered/costs incurred, provided Contractor provides County with the required documentation and assurances described above showing that the costs were reasonable and necessary for the Project Services.
- e. **Budget.** Subject to the terms and conditions of the Agreement and the limits on the Agreement amount, Contractor shall provide the County with a line-item budget for each year, specifying the estimated costs of the Project for the upcoming year. A copy of Contractor's initial budget is attached as Exhibit C. Revisions to the line-item budgets to move funds within a budget category or between budget categories require prior written approval from County and are subject to ARPA

rules and regulations, and under no circumstances shall County's total fiscal obligation under this Agreement exceed the total amount of the ARPA Funds (*i.e.*, \$680,883).

**Exhibit C – Job Train Project Budget**

<b>PERSONNEL</b>	<b>Hourly Rate + Benefits</b>	<b>Hours</b>	<b>Total Cost</b>	<b>Admin Costs</b>
<b>Mid-Level Onsite Staff</b>				
Employment Specialist	40.31	3120	125,775	
Employment Specialist	40.31	3120	125,775	
Supportive Service/Employer Engagement	40.31	3120	125,775	
<b>Senior-Level Onsite Staff</b>				
Site Manager	49.62	3120	154,800	
<b>Project Manager</b>				
Senior Director of Career Center Services	67.86	156	10,586	
<b>Subject Matter Expert</b>				
Marketing/Website Development	55.57	312	17,338	17,338
Database & MIS Coordinator	45.99	312	14,350	14,350
Operation Support Team (Finance, IT, HR)	57.75	312	18,019	18,019
<b>Senior Executive</b>				
Chief Strategy Officer	55.81	156	8,706	8,706
Chief Program Officer	62.02	156	9,675	9,675
Subtotal			<b>610,799</b>	
<b>OTHER DIRECT COST</b>				
Start-Up Cost (IT Equipment, Furniture)			20,000	
Staff Travel/Training/Conference			2,000	
Communication (cable/fax/cellphone plan)			3,500	
Advertising/Marketing Campaign:				
Materials/Brochure/Poster			5,000	
Outreach Activities: Poster/Job Fair			2,500	
Clients Supportive Services (100 clients @ \$25'0 each)			25,000	
CareerEdge			3,600	
Supplies/Materials			8,484	
			<b>70,084</b>	
<b>TOTAL</b>			<b>\$680,883</b>	<b>68,088</b>