



**CITY OF LOS ALTOS
CITY COUNCIL MEETING
April 14, 2015**

CONSENT CALENDAR

Agenda Item # 2

SUBJECT: Approve the revised Joint Exercise of Powers Agreement: Workforce Development Services for NOVA Consortium to include the addition of San Mateo County

BACKGROUND

In 1983, the North Valley (NOVA) Job Training Consortium was created through a Joint Exercise of Powers Agreement (JPA) consisting of the Cities of Cupertino, Los Altos, Mountain View, Palo Alto, Santa Clara and Sunnyvale to offer employment training services provided through the Job Training and Partnership Act (JTPA). In 2000, the City of Milpitas was added to the JPA as part of the Workforce Investment Act (WIA). Throughout the life of the JPA, the Sunnyvale City Council has served as the Chief Local Elected Official for the NOVA Consortium and represents the other cities through the JPA. The City of Sunnyvale assumes all financial liabilities for the program and serves as the Joint Powers Agency.

NOVA offers employment services to job seekers and businesses throughout Silicon Valley, including Los Altos residents. In 2014, NOVA served approximately 5,800 customers and provided over 83,000 services.

EXISTING POLICY

Not applicable

PREVIOUS COUNCIL CONSIDERATION

None

DISCUSSION

In 2014, Congress passed the Workforce Innovation and Opportunity Act (WIOA) which replaces WIA as the governing legislation for local workforce investment systems, such as NOVA. In addition, at its meeting on January 27, 2015, the San Mateo County Board of Supervisors formally requested to join the NOVA Consortium. The City of Sunnyvale, as Joint Powers Agency for the JPA, approved the inclusion of San Mateo County at its meeting on February 24, 2015.

A revised JPA has been prepared to incorporate WIOA terminology and to include San Mateo County. The addition of San Mateo County to the NOVA Consortium is beneficial for a number of reasons, including:

- NOVA will be better positioned to address the growing trend in regionalism
- NOVA will be more competitive for future State and Federal grants
- NOVA will be able to take advantage of economies of scale for management and administrative functions

PUBLIC CONTACT

Posting of the meeting agenda serves as notice to the general public.

FISCAL/RESOURCE IMPACT

None

ENVIRONMENTAL REVIEW

Not applicable

RECOMMENDATION

Approve the revised Joint Exercise of Powers Agreement: Workforce Development Services for the NOVA Consortium to include the addition of San Mateo County

ALTERNATIVE

1. Do not approve the Joint Exercise of Powers Agreement. This would result in the City's withdrawal from the JPA and require another method to meet the City's obligation under the Workforce Innovation and Opportunity Act.

Prepared by: Jon Maginot, City Clerk/Assistant to the City Manager

ATTACHMENT:

1. Joint Exercise of Powers Agreement

April 14, 2015

Approve the revised Joint Exercise of Powers Agreement: Workforce Development Services for NOVA Consortium to include the addition of San Mateo County

Page 2

**Joint Exercise of Powers Agreement;
Workforce Development Services**

This AGREEMENT, dated July 1, 2015, by and between the cities of Cupertino, Los Altos, Milpitas, Mountain View, Palo Alto, Santa Clara, and Sunnyvale, municipal corporations of the State of California, and the County of San Mateo (hereinafter "Jurisdictions"),

WITNESSETH:

WHEREAS, the cities of Cupertino, Los Altos, Mountain View, Palo Alto, Santa Clara, Milpitas and Sunnyvale have been in a Joint Powers Agreement since 2000 to offer employment training services provided through the Workforce Investment Act ("WIA") of 1998 throughout the North Valley ("NOVA") Job Training Consortium; and

WHEREAS, the federal Workforce Innovation and Opportunity Act of 2014 ("WIOA" - Public Law No: 113-128), as amended, replaces the WIA and provides financial assistance enabling local governments to assume responsibilities for job training, employer services, community services, and for other purposes, and provides for the formation of consortia wherein combinations of governmental jurisdictions may unite to form a multi-jurisdictional area for overseeing, planning, developing and monitoring a comprehensive one-stop service-delivery system which will provide job training and employment opportunities with access for customers seeking to further their careers, including (but not limited to) economically disadvantaged, unemployed, and other underemployed workers; and

WHEREAS, Section 6502, et. seq. of the Government Code of the State of California authorizes public agencies to enter into agreements for the purpose of jointly exercising any power common to the public agencies; and

WHEREAS, public agencies have inherent power to act for the benefit of the health and general welfare of their residents; and

WHEREAS, each Jurisdiction is committed to improving access to lifelong learning for our region's workers, and improving businesses' access to a qualified labor force; and

WHEREAS, it will mutually benefit the Jurisdictions to enter into a joint powers agreement whereby the Jurisdictions may avail themselves of the benefits and advantages of the WIOA for the residents and businesses within their respective jurisdictional areas; and

WHEREAS, the County of San Mateo has petitioned the Governor of California and the NOVA Consortium to join the consortium; and

WHEREAS, the parties wish to execute a new Agreement to replace the Joint Powers Agreement executed in 2000.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

(1) Joint Powers Agency.

The City of Sunnyvale is hereby designated as the North Valley Workforce Development Agency, referred to herein as the Joint Powers Agency, the jurisdiction of which for purposes of this Agreement shall be the Cities of Cupertino, Los Altos, Milpitas, Mountain View, Palo Alto, Santa Clara, and Sunnyvale, and the County of San Mateo. Each of the foregoing Jurisdictions hereby delegates its authority to carry out the purpose of this Joint Powers Agreement to the Joint Powers Agency.

(2) Purpose: Joint Powers Agency.

The Joint Powers Agency is designated for the purpose of carrying out job training and employment programs, within a one-stop service-delivery system, with access for customers seeking to further their careers, including (but not limited to) economically disadvantaged, unemployed and underemployed persons within its jurisdiction, according to plans pursuant to the WIOA and other workforce development legislation.

(3) Authority: Joint Powers Agency.

The Joint Powers Agency is hereby authorized, in its own name, to do all acts necessary for the exercise of its authority to accomplish the purpose as set forth herein, including, but not limited to, any or all of the following:

- (a) Establish a local Workforce Investment Board ("WIB") to fulfill the responsibilities delineated in the WIOA;
- (b) Enter into subgrants, contracts and other necessary agreements;
- (c) Receive and expend funds;
- (d) Employ personnel;
- (e) Organize and train staff personnel;
- (f) Prepare a comprehensive Strategic plan for the one-stop service delivery system;
- (g) Develop procedures for governance, planning, operation, assessment and fiscal management of the one-stop service-delivery system;
- (h) Evaluate program performance based on measurable outcomes and customer satisfaction and determine resulting needs and reallocation of resources;
- (i) Execute and/or modify grant agreements with the U.S. Department of Labor, the State of California, the County of Santa Clara and other interested investors;

- (j) Prepare an annual budget and cost allocation plan.

Pursuant to the WIOA, the Joint Powers Agency: shall conduct studies and make analysis of the needs for training and employment programs among the Jurisdictions; shall establish and coordinate training and employment programs within the defined area; and shall undertake any other act or acts that may be required to accomplish the purposes of this joint exercise of powers agreement and the WIOA.

(4) Distribution of Job Training Services.

The Joint Powers Agency shall distribute job training opportunities, business services and all other services delivered hereunder among the Jurisdictions on an equitable basis, in reasonable proportion to the needs and markets for such services, as determined by current census, unemployment and other objective data. All other management functions performed, hereunder, except individual reports to Jurisdictions of Agency activities, shall be on a regional basis, without partiality or regard for political boundaries among the Jurisdictions.

(5) Term of Agreement.

This Agreement shall become effective as of the date of its approval by a majority of the legislative bodies of the Jurisdictions, and shall continue in full force and effect until terminated by all of the parties to this Agreement. Any Jurisdiction may terminate its participation in the Agreement as of the end of any fiscal year by giving written notice of its intention to terminate at least six (6) months prior to the end of the fiscal year in which such notice is given, to all other Jurisdictions. This Agreement may be terminated at any time by mutual agreement of all parties hereto.

(6) Governing Board.

The Joint Powers Agency shall be administered solely by the City Council of the City of Sunnyvale, which shall function as its Governing Board.

(7) Meetings and deliberations of the Governing Board.

All official acts of the Governing Board shall be taken during public meetings, the date, place, and time of which have been published in the manner applicable to meetings of public bodies. All official actions on behalf of the Joint Powers Agency shall be taken by and designated in the official minutes of the Sunnyvale City Council. All of the rules and regulations governing meetings to be held by the City Council of the City of Sunnyvale are hereby adopted as the rules and regulations governing meetings of the Joint Powers Agency Governing Board.

(8) Officers and Employees.

The Governing Board shall have the responsibility and authority to designate current or additional regular employees of the City of Sunnyvale as administrative, managerial and staff personnel of the Joint Powers Agency. Such personnel shall remain employees of the City of Sunnyvale, subject to all of the terms and conditions of employment otherwise

Joint Powers Agreement
NOVA Consortium
July 1, 2015

applicable to Sunnyvale employees. The Governing Board is further authorized to hire temporary employees and consultants, and to provide such other facilities, supplies, equipment, office space and customary administrative resources, as are reasonably necessary to performance of the activities undertaken pursuant to this Agreement. Reimbursement for all of the foregoing personnel and administrative costs shall be exclusively from grants or funds appropriated by state or federal laws & regulations, private foundations and other investors.

(9) Statement of Conditions and Criteria.

The parties hereto make the following statements and certify as follows:

(a) The respective addresses of the parties are as follows:

City of Cupertino
Office of the City Manager
10300 Torre Avenue
Cupertino, California 95014

City of Los Altos
Office of the City Manager
1 North San Antonio Road
Los Altos, California 94022

City of Milpitas
Office of the City Manager
455 East Calaveras Blvd.
Milpitas, California 95035

City of Mountain View
Office of the City Manager
500 Castro Street
Mountain View, California 94041

City of Palo Alto
Office of the City Manager
250 Hamilton Avenue
Palo Alto, California 94301

City of Santa Clara
Office of the City Manager
1500 Warburton Avenue
Santa Clara, California 95050

City of Sunnyvale
Office of the City Manager

Joint Powers Agreement
NOVA Consortium
July 1, 2015

P.O. Box 3707
Sunnyvale, California 94088-3707

County of San Mateo
Office of the County Manager
555 County Center
Redwood City, California 94063

- (b) The geographical area to be served by the Joint Powers Agency shall be all that area within the geographical boundaries of the parties hereto.
- (c) The total population within the jurisdictional areas hereto combined is estimated to be 1,317,126.
- (d) The parties, by their signatures to this Agreement and seals affixed hereto, certify that all parties are authorized pursuant to law to provide the services for which this Agreement is entered into in all of the geographical area within the jurisdiction of the parties.
- (e) Attached and incorporated by this reference is a written statement of the chief legal officers of each Jurisdiction, setting forth therein the authority of the parties to enter into this Joint Powers Agreement.
- (f) The parties, by their signatures and seals to this agreement affixed, certify that to the extent consistent with state law and local ordinances, they accept responsibility for the operation of the programs initiated and continued pursuant to this Agreement.

(10) Liability.

- (a) The City of Sunnyvale, and those persons, agencies and instrumentalities used by it to perform the functions authorized herein, shall be exclusively liable for damages to any person arising from activities of the Joint Powers Agency.
- (b) The City of Sunnyvale shall hold harmless and indemnify jurisdictions, and each of them, including their officers and employees, from any claim or liability arising from acts or omissions of the City of Sunnyvale in the administration of this Agreement, and in so doing, shall provide the Jurisdictions, and each of them, with legal defense of any and all claims or liabilities and shall pay reasonable attorney's fees and costs incurred in providing such defense.

(11) Reports.

The Joint Powers Agency shall, at Jurisdictions' request, provide written reports of the finances, activities and business affairs of the Agency to the Jurisdictions.

(12) Breach.

Joint Powers Agreement
NOVA Consortium
July 1, 2015

If default shall be made by any party hereto, in any covenant contained in this Agreement, such default shall not excuse the party from fulfilling its obligations under this Agreement. The parties declare that this Agreement is entered into for the benefit of the Joint Powers Agency and hereby grant to the Agency the right to enforce, by whatever lawful means the Agency deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Agency hereunder or by law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the Agency to any or all other remedies.

(13) Severability.

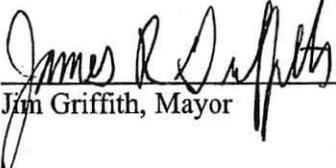
Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be effected thereby.

(14) Multiple Originals; Counterparts.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Joint Powers Agreement
NOVA Consortium
July 1, 2015

THEREFORE, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized.

Jurisdiction	OFFICER	ATTEST
Cupertino	_____ Rod G. Sinks, Mayor	_____ Grace Schmidt, City Clerk
Los Altos	_____ Jan Pepper, Mayor	_____ Jon Marginot, City Clerk
Milpitas	_____ Jose Esteves, Mayor	_____ Mary Lavelle, City Clerk
Mountain View	_____ John McAlister, Mayor	_____ Lorrie Brewer, City Clerk
Palo Alto	_____ Karen Holman, Mayor	_____ Beth Minor, City Clerk
Santa Clara	_____ Jamie L. Matthews, Mayor	_____ Rod Diridon, Jr., City Clerk
Sunnyvale	 _____ Jim Griffith, Mayor	 _____ Kathleen Franco Simmons, City Clerk
County of San Mateo	_____ Carole Groom, President Board of Supervisors	_____ Mark Church, County Clerk

Joint Powers Agreement
NOVA Consortium
July 1, 2015

STATEMENT OF OPINION; LEGAL AUTHORITY TO ENTER INTO JOINT EXERCISE OF POWERS AGREEMENT FOR WORKFORCE DEVELOPMENT SERVICES

I, the undersigned chief legal officer of the Jurisdiction identified below opposite my own name, am an attorney licensed to practice before the Supreme Court of the State of California. It is my opinion that the City which I represent is fully authorized by the laws of the State of California to enter into that certain agreement entitled "Joint Exercise of Powers Agreement; Workforce Development Services" dated July 1, 2015, and to participate in the governmental actions described therein.

JURISDICTION	ATTORNEY	DATE
Cupertino	_____ Carol Korade	_____
Los Altos	_____ Jolie Houston	_____
Milpitas	_____ Michael J. Ogaz	_____
Mountain View	_____ Jannie L. Quinn	_____
Palo Alto	_____ Molly S. Stump	_____
Santa Clara	_____ Richard E. Nosky Jr.	_____
Sunnyvale	_____ <i>Joan A. Borger</i> Joan Borger	_____ 2/26/15
County of San Mateo	_____ John C. Beiers	_____