

WORKFORCE INVESTMENT SAN FRANCISCO

Local Workforce Investment Board for the City and County of San Francisco

MASTER PARTNERSHIP AGREEMENT

Between the City and County of San Francisco

And

**The Workforce Development Board of
The City and County of San Francisco**

Effective Date: July 1, 2022

Last Amended: March 2001

This Agreement is made and entered into this July 1, 2022, in the City and County of San Francisco (City), State of California, by and between City, acting by and through its Mayor and the Workforce Development Board of the City and County of San Francisco, known as Workforce Investment San Francisco (WISF) for the purpose of setting forth the respective roles of the City and WISF in accordance with the Workforce Innovation and Opportunity Act of 2014 (WIOA), 29 U.S.C. Sections 3101 et seq. It shall be referred to as the “Master Partnership Agreement”.

RECITALS

WHEREAS, Congress established the Workforce Investment Act of 1998 (WIA) and, under it the Governor of California designated the City and County of San Francisco in January of 2000 to be a “Local Workforce Investment Area”; and

WHEREAS, the City established WISF in accordance with the WIA, and in September of 2000 the Mayor, as the Chief Local Elected Official (CLEO), appointed members to the Workforce Investment San Francisco Board (WISF); and

WHEREAS, the State of California Employment and Development Department (EDD) administers California’s workforce funding on behalf of the Governor of California and allocates funding to Local Workforce Investment Areas; and

WHEREAS, the Private Industry Council of San Francisco (“PIC”) acted as the City’s grant sub-recipient and administrative entity for WIA programs until it ceased operation on July 1, 2007 and the Department of Economic and Workforce Development (“OEWD”, formerly the Mayor’s Office of Economic and Workforce Development) commenced the role of grant sub-recipient and administrative entity on July 1, 2007 through a Novation Agreement between EDD, the PIC, and OEWD; and

WHEREAS, WIA was reauthorized as the Workforce Investment and Opportunity Act (WIOA) in 2014; and

WHEREAS, in June 2016 the Governor of California re-certified the WISF to be in compliance with all requirements of WIOA; and

WHEREAS, because the CEO and the WISF are expected to act as partners in implementing WIOA they have elected to enter into this agreement for the purposes of ensuring that WIOA implementation is accomplished as efficiently and as effectively as possible.

NOW, THEREFORE, the parties agree as follows:

SECTION 1 - REPRESENTATIVES

A. The representatives of the City shall be:

Mayor [currently Mayor London Breed]

1 Dr Carlton B Goodlett Pl

San Francisco, CA 94102

MayorLondonBreed@sfgov.org

OEWD Executive Director [currently Kate Sofis]

1 Dr Carlton B Goodlett Pl, Rm 448

San Francisco, CA 94102

Kate.Sofis@sfgov.org

OEWD-Workforce Director/WISF Director [currently Joshua Arce]

One South Van Ness, 5th Floor

San Francisco, CA 94103

Joshua.Arce@sfgov.org

B. The representatives of WISF shall be:

WISF Chair [currently Kevin Carroll]

323 Geary Street #517

San Francisco, CA 94102

Kevin@hotelcouncilsf.org

Unless otherwise indicated in this Agreement, all written communications sent by the parties may be by U.S. mail or e-mail, and shall be addressed as set forth above.

Any termination notice or notice of default must be sent by registered mail. Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If email notification is used, the sender must specify a receipt notice.

SECTION 2 – DEFINITIONS

- A. “City” shall mean City and County of San Francisco, a municipal corporation, acting by and through its Mayor or the Mayor’s designated agent.
- B. “Local Plan” shall mean the Four-Year Local Plan required to be developed under Section 108(a) of the WIOA and California Unemployment Insurance Code Section 14206.
- C. “Regional Plan” shall mean the Four-Year Regional Plan required to be developed under Section 106(c) of the WIOA and California Unemployment Insurance Code Section 14206.
- D. “WISF Director” shall mean the chief executive officer of the WISF who is selected by the Mayor to provide policy advice to the WISF and to perform certain policy-related tasks under the supervision of the Mayor or an appropriate member of the Mayor’s staff in consultation with the WISF Chair.
- E. “WISF Staff” shall mean the WISF Director and those City Employees assigned to provide policy advice to the WISF and to perform certain policy-related and administrative tasks under the supervision of the Mayor or his/her designee, and in consultation with the WISF Chair.
- F. “WIOA Administrative Entity” shall mean the Office of Economic and Workforce Development, a department of the City and County of San Francisco (OEWD).
- G. “WIOA Administrator” shall mean the Director of OEWD who is authorized to act on behalf of the WIOA Administrative Entity.
- H. “Workforce Investment San Francisco” or “WISF” shall mean the local workforce investment board established by the City in accordance with the WIOA (previously, the WIA), certified by the Governor of the State of California and whose members are appointed by the Mayor in accordance with the WIOA, the criteria established by the Governor of the State of California, the City’s Charter and Chapter 30 of the City’s Administrative Code (“Chapter 30”).
- I. “Workforce Innovation and Opportunity Act” or “WIOA” shall mean the Workforce Innovation and Opportunity Act of 2014, Public Law, 113-128 (29 U.S.C. §3101 et seq.), as it may be amended from time to time, and the implementing rules and regulations adopted thereto.

SECTION 3 - ROLES AND RESPONSIBILITIES

ALL PARTIES held responsible under this Agreement shall adhere to the requirements of the WIOA, the State Plan, the Bylaws governing WISF, and any and all relevant city, county, state and federal laws governing their activity.

A. MAYOR:

- a. The Mayor shall have the responsibilities of the CLEO set forth in the WIOA and performed in accordance with the City's Charter.
- b. The Mayor shall appoint between members to the WISF, in accordance with the composition requirements per WIOA Section 107, and fill vacancies in accordance with City procedures and the WISF Bylaws
- c. The Mayor shall serve as the fiduciary entity for administration of the requirements of WIOA.
- d. The Mayor, as CLEO, may delegate authority to sign contracts and other documents in furtherance of WIOA implementation to the OEWD Director pursuant to Attachment A - Delegation of Authority Letter dated June 11, 2019.

B. BOARD OF SUPERVISORS:

- a. In accordance with Chapter 30, as amended from time to time, if fewer than two members of the Board of Supervisors serve on the WISF, all WISF appointments shall be subject to review by the full Board of Supervisors.
- b. In accordance with Chapter 30, the Board of Supervisors shall receive the WIOA Local Plan for review and comment at least 30 days before it is submitted to the Governor.

C. WISF

- a. WISF shall have the duties and responsibilities of the local workforce development board as set forth in the WIOA. WISF has delegated certain of these administrative duties and responsibilities to OEWD under this Agreement.
- b. Provide a forum where business, education, government, community-based organizations and other stakeholders work together to increase the City's capacity to address the supply and demand challenges confronting the workforce.
- c. Design and implement a workforce development system that prioritizes scarce employment and training resources.
- d. Identify regional workforce needs of participants and employers.
- e. Develop and recommend policies, funding priorities, and strategies to OEWD.
- f. The WISF shall be subject to Article 4.100 of the City's Charter, governing boards and commissions, and subject to the provisions of the City Charter, to the extent permitted by law.

D. OEWD:

- a. OEWD shall serve as the designated subgrant recipient and fiscal agent under the terms of the WIOA.
- b. OEWD shall serve as the WIOA Administrative Entity for all WIOA programs operated under its authority in the City.
- c. Pursuant to the requirements of WIOA and their regulations, and in compliance with the requirements established by the Governor of the State of California, OEWD shall develop the Local Plan in consultation with the WISF. The WISF and CLEO or his designee, shall jointly approve the Local Plan and any modifications.
- d. Administer appropriate Local Workforce Investment Area programs and contracts, including procuring and maintaining resources necessary for operations and monitoring, ensuring necessary controls to fulfill and comply with federal, state, local, and other applicable regulations, statutes, and directives.
- e. OEWD shall assign staff to provide policy advice to the WISF and to perform certain policy-related tasks under the supervision of the Mayor, in consultation with the WISF Chair. Assigned staff from OEWD shall provide support to and take direction from the WISF and its committees. Notwithstanding the above, such staff shall remain OEWD employees at all times. OEWD shall provide consolidated office and material support necessary for the WISF and its committees to properly carry out their responsibilities under WIOA, other relevant local, state, and federal legislation, WISF bylaws, and the terms of this Agreement.

E. CHAIR/DIRECTOR:

- a. The WISF Chair shall fulfill all responsibilities as outlined in the WISF bylaws (Attachment B - WISF Bylaws Amendment Final Approved Dated June 12, 2019).

SECTION 5 – PROGRAM ADMINISTRATION

OEWD as the WIOA Administrative Entity shall administer the WIOA program in accordance with applicable law and guidance from the State of California Employment and Development Department, including receipt and disbursement of WIOA funds, preparation of grant applications, contracting and contract administration, fiscal administration, and accounting and auditing.

The WIOA Administrative and Program Budget shall be prepared by the WIOA Administrative Entity in accordance with State-established timelines. All funds received from WIOA revenues shall be administered in accordance with WIOA, the City's established budget procedures and this Agreement.

SECTION 6 - GENERAL PROVISIONS

This Agreement is made pursuant to the WIOA and related rules and regulations promulgated thereto to carry out the purposes of the WIOA. In addition, the following general provisions apply:

- A. **TERM:** This Agreement shall continue in force for a period of three years, unless terminated earlier as provided herein. Upon expiration thereof, this Agreement will continue in force until either party notifies the other party in writing of its intent to terminate this Agreement in which case it shall terminate 60 days from the date of notice. Either party may terminate this Agreement at any time upon providing 60 days advance written notice to the other party.
- B. **AMENDMENTS:** Any party to this Agreement may propose written amendments to it at any time. If mutually agreed to and properly executed, amendments shall become effective upon the effective date of the amendment.
- C. **INDEPENDENCE OF TERMS:** If any terms or provisions of this Agreement or the application thereof to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- D. **COMPLIANCE WITH LAWS AND REGULATIONS:** Both parties agree that in the performance of this Agreement they shall comply with all applicable statutes, rules, regulations and orders of the United States, the State of California, the County of San Francisco and the City of San Francisco, including but not limited to, the WIOA, and laws and regulations pertaining to labor, wages, hours and other conditions of employment and the City's anti-discrimination provision and Affirmative Action Plan, and any new or revised laws or regulations applicable to this Agreement.
- E. **COUNTERPARTS:** This agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document.
- F. **FINANCIAL LIABILITY:** The City shall undertake to indemnify, defend and hold harmless (collectively "indemnify") the WISF and its duly appointed members against claims brought forward against the WISF or its duly appointed members to the same extent and in the same manner that the City undertakes to indemnify the City and its commissioners and board members within the course and scope of their duties.
- G. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This Agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

THE CITY AND COUNTY OF SAN FRANCISCO

LONDON N. BREED
MAYOR

Date

WORKFORCE DEVELOPMENT BOARD OF THE CITY AND COUNTY OF SAN FRANCISCO

KEVIN CARROLL
CHAIR

Date