

MEMORANDUM OF UNDERSTANDING
BETWEEN

Strong Workforce Program Public Safety Regional Joint Venture Project Partners

AND

Los Medanos College of the Contra Costa Community College District (4CD)

Valid July 1, 2016 – December 31, 2018

This Memorandum of Understanding (MOU) between the Los Medanos College (**LEAD INSTITUTION**) and the **Regional Joint Venture Project Partner(s) (PARTNER INSTITUTION)**, **Las Positas College**, sets forth the terms and understanding between parties herein to provide funding for the explicit purposes of providing leadership and facilitation of the Public Safety Regional Joint Venture.

GRANT BACKGROUND:

The Strong Workforce Program promotes “More” and “Better” Career Technical Education through local college investments, and regional investments (REGIONAL JOINT VENTURES). Regional Joint Ventures involve co-investments from multiple colleges who have common disciplines and would benefit from co-investing in projects or activities that promote More and Better CTE in these discipline areas. Los Medanos College is serving as Lead Institution for the Public Safety Regional Joint Venture under the Strong Workforce Program, as established by the Bay Area Regional Community College Consortia (BACCC). As Lead Institution, Los Medanos College will provide project and fiscal management for activities under the Regional Joint Venture co-investment strategy as established under the BACCC and its governance structure.

PROJECT BACKGROUND:

This Regional Joint Venture asks for co-investments from BACCC and interested colleges within the Bay Region for coordination of regional assets. Coordinated assets will be used to develop a comprehensive Bay Area Asset Map and conduct a SWOT analysis of existing college and private programs in the public safety disciplines of law enforcement, fire technology, EMS/Paramedic, and emerging field of Homeland Security. This Regional Joint Venture allows the region to build capacity and address barriers that are impeding a student's ability to complete programs and become eligible for employment. The Public Safety Regional Joint Venture specifically addresses the following, which is an excerpt from the Strong Workforce Application, and approved as a Certified Project Proposal:

1. Increase testing capacity for EMT and Paramedic Students. Problem: Too few testing sites is causing a backlog, thus students are having to wait a long time to test (up to three months for

paramedic) or travel long distances (we have heard that some students have traveled to San Diego for a testing slot.)

2. Increase capacity around new testing standards for fire fighter-1. Problem: New testing standards now require additional instructor training as well as equipment to cover the battery of exams. Most colleges that have FF-1 academies need PD funds or equipment funds to provide the new testing.

3. Scale model K-14 pathways specific to law enforcement/DOJ clearance careers (law enforcement officers, probation officers, corrections officers, district attorneys, etc.). Problem: On-boarding students to law enforcement careers is becoming more challenging as more and more applicants do not meet background criteria. There are model pathways for LE careers that could be scaled.

4. Explore new and emerging for Law, Fire and EMS. Problem: Some colleges are exploring/developing a Homeland Security degree/program, but need support around “new and emerging” industries. Part of the SWOT would be gathering information to support the direction of these programs such as model curriculum. Additionally, model curriculum needs to be updated to reflect changing technologies and philosophies in Public Safety curricula.

Period of Performance

The period of performance for this Agreement shall be from July 1, 2016 through December 31, 2018 unless terminated earlier in accordance with this MOU or modified by mutual written agreement. This MOU is at-will and may be modified by mutual consent of authorized officials from Lead Institution or Partner Institution. This MOU shall become effective upon signature by the authorized officials and will remain in effect until modified or terminated in writing or it expires by any one of the partners by mutual consent.

2. CERTIFIED PROJECT PROPOSALS

Lead institution shall perform the scope of work detailed using individually Certified Project Proposals contained in attached Appendices. Certified Project Proposals are those proposals submitted through the on-line Regional Strong Workforce Program platform and certified by Lead Institution and Partner Institution as meeting the intention and requirements of the Strong Workforce Program legislation. Such Certified Project Proposals shall fully detail the scope of work between parties. As needed, the Certified Project Proposals can be amended and modified based on written approval by the Lead Institution and Partner Institution(s). By signing this MOU, the Lead Institution and Partner Institution agree that the Certified Project Proposals will be binding under this MOU without further action by the Parties.

The Lead Institution agrees to make the investments and to conduct the work as described in the Certified Project Proposal documents submitted by Lead Institution and attached hereto as Exhibits and incorporated by reference in this MOU. The Lead Institution agrees that funds will be used for the purpose of meeting the following goals established through the BACCC Regional Collaborative Planning Process:

- Goal A: Meet the needs of employers for well-qualified candidates for middle-skill positions that pay livable wages
- Goal B: Provide pathways that enable all Bay area residents to find employment and advance to livable wages

- Goal C: Ensure equity in participation, completion, and employment

3. COLLABORATION

Where proposals involve multiple colleges, all parties agree to work collaboratively with all other colleges specifically referenced in the Certified Project Proposals in order to complete the scope of work.

3. TOTAL COSTS

The total cost for performance of this MOU is set forth in Appendix A where funding amounts pledged by Partner Institutions are listed.

3. BUDGET

Lead Institution agrees that expenditure of funds under the Agreement will be in accordance with the project budgets submitted by the Lead Institution and shown in Appendix A, which by reference are incorporated into this Agreement.

Funds are to be utilized by the Lead Institution in accordance with the terms and conditions of both this Master Agreement and guidance on the allowable use of funds from the California Community Colleges Chancellor's Office ([Strong Workforce Program Guidance Memos](#)).

The Lead Institution understands that all funds must be fully expended by December 31, 2018. The Lead Institution agrees to work with Fiscal Agent (Cabrillo College) to accomplish Project revisions, transfers, and reallocations in a timely way to ensure all funds are fully spent or released and reallocated to another college that can fully spend the funds.

3. BUDGET MANAGEMENT

The Lead Institution will manage its budgets so that there is a clear distinction between Local Strong Workforce funds and Regional Strong Workforce Funds (which are the subject of this Agreement), and a clear distinction between the fiscal year of the allocation (e.g., that the allocation for 2016-2017 is distinct from any allocation for 2017-2018). Since the term for the use of the funds is more than one year there will be concurrent use of separate allocations. The Lead Institution in coordination with 4CD will assign separate project numbers to each year's allocation to make a clear distinction between the separate allocations.

3. INVOICES

One invoice will be issued for the amount pledged by Partner Institutions as entered in the on-line application shown in Appendix A for the Regional Joint Venture, and approved by the BACCC governing structure. Information regarding this structure can be accessed at www.baccc.net under the Strong Workforce tab.

4. REPORTING

LEAD COLLEGE agrees to provide qualitative and quantitative progress reports and a final report according to the schedule provided by and as required by the California Community College Chancellor's Office and the Bay Area Community College Consortium. Fiscal reports detailing fiscal activity during each fiscal year of the performance periods will also be submitted. Reports will be submitted to the Fiscal Agent in a timely manner according to the

schedule below. Lead Institution will be provided in writing any changes within thirty day of the reporting schedule.

All documents of activity and expenditures will be provided according to the reporting structure (quarterly, annually) and subject to all auditing requirements.

Reporting Schedule

Performance Period	Progress Report Due	Fiscal Year End Report Due
July 1, 2016 to June 30, 2017	July 31, 2017	July 31, 2017
July 1, 2017 to September 30, 2017	October 31, 2017	
October 1 to December 31, 2017	January 31, 2018	
January 1 to March 31, 2018	April 30, 2018	
April 1 to June 30, 2018	July 31, 2018	July 31, 2018
July 1 to September 30, 2018	October 31, 2018	
October 1 to December 31, 2018	Include in final report	January 31, 2019

A final report covering the entire performance period of the Agreement, including all supporting documentation, is due January 31, 2019.

Transfers of Funds Impacting Regional Joint Ventures

Budget transfers away from Projects that include budget commitments from multiple colleges (Regional Joint Ventures) require consultation with other colleges participating in the Regional Joint Venture to ensure the transfer does not jeopardize the outcomes of the other colleges. Transfers of Regional Joint Venture Funds require specific written approval from the Fiscal Agent.

Los Medanos College of the Contra Costa Community College District:

1. Will serve as the Lead Institution and abide by Strong Workforce grant guidelines and in accordance with the rules and procedures of 4CD Business Office and Board policies.
2. Will be responsible for paying invoices to firms or individuals that perform work under the Public Safety Regional Joint Venture.
3. Shall be responsible for monitoring activities and providing Partner Institutions and BACCC with all information in order to fulfill the responsibilities of State reporting. This includes any necessary student participation data, expenditure documentation, performance measures, and program outcomes.
4. The Lead Institution will designate a person/persons with proper authority to certify all information submitted to the State. The Los Medanos College and 4CD acknowledges and accepts all responsibility for program related expenditures and certifies that expenditures are in compliance with the approved objectives, rules and regulations that govern the Strong Workforce Program. Furthermore, 4CD accepts all liability for any disallowed costs, should they arise.

Indemnification. The Partner Institution shall defend, save harmless and indemnify the District and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential

damages, from any cause whatsoever arising from or connected with the operations or the services of the Contractors hereunder, resulting from the conduct, negligent or otherwise, of the Contractor, its agents or employees.

Indemnification. The Lead Institution shall defend, save harmless and indemnify the Partner Institution and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the District hereunder, resulting from the conduct, negligent or otherwise, of the District, its agents or employees.

Legal Authority. This Contract is entered into under and subject to the following legal authorities: California Government Code and California Education Code Section 81655.

Signatures. These signatures attest the parties' agreement hereto:

I AGREE TO THE MEMORANDUM OF UNDERSTANDING AS OUTLINED IN THE RECITALS, COVENANTS AND CONDITIONS CONTAINED HEREIN:

Dave Wetmore
Director of Purchasing and Contracts
Contra Costa Community College District

Date: _____

Lorenzo Lagaspi
Vice Chancellor, Business Services
7600 Dublin Boulevard
Dublin, CA 94568

Date: _____

Appendix A

College	Needs contract & Invoice from LMC	Direct to LMC in 40% Contract	RJV Total
Cabrillo	20,000		
Chabot			
College of SF			
College of San Mateo	75000		
Las Positas	21052		
Los Medanos College		45000	
BACCC to Los Medanos College		75,000	
Monterey Peninsula College	16000		
Ohlone		50000	
Totals	132,052	170000	302,052