



## Workforce Innovations and Opportunity Act Memorandum of Understanding

### **1. Preamble/Purpose of MOU**

The Workforce Innovation and Opportunity Act (WIOA) (Public Law 113-128) requires that a Memorandum of Understanding (MOU) be developed and executed between the local Workforce Development Board and members of the America's Job Center of California<sup>SM</sup> system (henceforth AJCC), as defined below, to establish an agreement concerning the operations of the AJCC delivery system.

The purpose of this MOU is to renew the established cooperative working relationship and respective roles and responsibilities in achieving policy objectives, approved in an MOU in 2016 and 2019, between NOVAworks Workforce Board (henceforth NWB), one of two local Workforce Development Boards, and the County of Santa Clara Social Services Agency (henceforth SSA), a member of the AJCC system. In addition, the purpose of this MOU is to renew the established resource sharing agreement, approved in an MOU in 2017 and 2019, between NWB and SSA. California Workforce Services Directive WSD18-12 stipulates the requirements of this MOU.

### **2. Background**

The AJCC is a collaboration of local, state, private, and public entities that provide comprehensive and innovative employment services and resources to meet the needs of the California workforce.

As part of the federal Workforce Investment Act (WIA), a network of career centers was established throughout the country to enable individuals to find the help they need in the areas of job training, employment services, and other related support services, in one location. Over the last decade, these centers have assisted Californians manage their careers, and California employers in their search for skilled workers and in building their workforce.

To increase job seeker and employer awareness of workforce development resources available across the country, the U.S. Department of Labor Employment and Training Administration created a unifying brand to further define the system. Formerly named the One-Stop Career Center, the brand in California is now known as: America's Job Center of California<sup>SM</sup>.



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California's delivery system, the AJCC, is a locally driven system which develops partnerships and provides programs and services to achieve three main policy objectives established by the California Workforce Development Strategic Plan, which includes the following:

- Foster demand-driven skills attainment
- Enable upward mobility for all Californians
- Align, coordinate, and integrate programs and services

These objectives will be accomplished by ensuring access to high-quality AJCCs that provide the full range of services available in the community for all customers seeking assistance with any of the following:

- Looking to find a job.
- Building basic educational or occupational skills.
- Earning a postsecondary certificate or degree.
- Obtaining guidance on how to make career choices.
- Seeking to identify and hire skilled workers.

### **3. Local/Regional Vision Statement, Mission Statement and Goals**

**Our Vision:** We are a regional catalyst shaping and influencing the Silicon Valley workforce development system to promote economic opportunity and shared prosperity.

**Our Mission:** We provide strategic leadership to continuously improve the workforce development system by:

- Providing guidance to the One-Stop delivery system;
- Being responsive to what our customers value;
- Being responsible to our investors; and
- Being accountable for performance results.

**Our Purpose/Goals:** We support workforce mobility by easing workers' transitions from opportunity to opportunity throughout their career cycles. To advance transitions with economic sustainability, we provide:

- Real-time labor market information about in-demand skills;
- Skill-building enhancements to match market demand;
- Navigation tools for the ever-changing and entrepreneurial new labor market;



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- Advocacy for necessary infrastructure to support workers between opportunities; and
- Interconnected support system for multiple career pathways for youth.

#### 4. **AJCC Partners to the MOU**

This MOU is entered into between the NWB and SSA, with agreement of the Chief Local Elected Official, the Mayor, City of Sunnyvale.

#### 5. **Effective Dates and Term of MOU**

This MOU shall be binding upon each party hereto upon execution by such party. The term of this MOU shall be three years, effective from July 1, 2022 through June 30, 2025, unless otherwise revised or terminated by agreement of all parties or superseded. The Infrastructure Funding Agreement budget, described in Section 13, shall be reviewed annually and updated if there are substantial changes. Unless otherwise revised or terminated, as described in sections 15 & 16, the MOU shall automatically renew.

#### 6. **Responsibilities of AJCC Partners**

##### SSA Responsibility

- Participate in joint planning meetings,
- Refer customers who are seeking employment services to NWB services,
- Assess customers referred by NWB regarding eligibility for public benefits,
- Provide training for NWB and AJCC partners about benefit programs, services and application methods,
- Add a link to services available through the AJCC service system on the County's website, and
- When available, participate in applicable NWB and other AJCC partners trainings.

##### NWB Responsibility

- Lead and participate in joint planning meetings,
- Provide employment related services to customers referred by SSA,
- Provide training on NWB services,



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- Participate in SSA led trainings about benefit programs, services and application methods,
- Assist customers who may be eligible for benefit programs, including CalWORKs, CalFresh and Medi-Cal, by providing information and support for customers applying for benefits, and
- Host Stakeholders meetings where NOVAworks AJCC Job Center partners distribute current information about services.

**7. Services and Leveraging of Resources**

NWB and SSA will leverage resources to maintain consistent delivery of services. NWB and SSA will share information about program eligibility and services that will further leverage resources and increase capacity in serving common customers.

**8. Access for Individuals with Barriers to Employment**

Access points for residents in the NWB AJCC service area include:

NOVAworks Job Center in Sunnyvale (AJCC Comprehensive Job Center)  
505 W. Olive Avenue, Suite 550  
Sunnyvale, CA 94086

NOVAworks Job Center San Mateo operated by the Central Labor Council Partnership (AJCC Affiliate Job Center)  
1777 Borel Place, Suite 500  
San Mateo, CA 94402

JobTrain Job Center (AJCC Specialized Job Center for youth services)  
1200 O-Brien Drive  
Menlo Park, CA 94025

The NWB is committed to providing priority of services to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient when providing individualized career services and training services with WIOA adult funds.

The AJCC system will ensure access for individuals that qualify as an “individual with a barrier to employment,” defined as an individual of one or more of the following



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populations:

- Displaced homemakers
- Low-income individuals
- TANF recipients
- Indians, Alaska Natives, and Native Hawaiians, defined in section 166 in WIOA Law
- Individuals with disabilities, including youth
- Veterans
- Older individuals
- Ex-offenders
- Homeless individuals, defined in section 41403(6) in the Violence Against Women Act of 1994, or homeless children and youths, defined in section 725(2) of the McKinney-Vento Homeless Assistance Act
- Youth who are in or have aged out of foster care
- Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers
- Eligible migrant and seasonal farm workers
- Individuals within 2 years of exhausting lifetime eligibility under Part A of title IV of the Social Security Act
- Single parents, including pregnant women
- Long-term unemployed individuals
- Such other groups as the Governor determines to have barriers to employment

### **9. Shared Technology and System Security**

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including customer tracking, common case management, reporting, and data collection. To support the use of these tools, NWB and SSA agree to the following:

- Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements
- Commit to share information to the extent permitted under applicable laws and regulations
- Maintain all customer records (e.g., applications, eligibility and referral records, or any other individual records) related to services provided under this MOU in



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confidence, and use them solely as permitted by law

**10. Confidentiality**

NWB and SSA agree to comply with applicable laws and regulations.

All applications and records concerning any individual receiving services pursuant to this MOU are confidential and are not open to examination unless permitted by law. No person may publish, disclose, use, or permit or cause to be published or disclosed any confidential information pertaining to services, except as provided by law.

**11. Non-Discrimination and Equal Opportunity**

- a. NWB and SSA shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102.
- b. During the performance of this MOU, NWB and SSA must not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of:
  - a. Age (40 and above)
  - b. Ancestry
  - c. Color
  - d. Disability (Mental and Physical)
  - e. Ethnic Group Identification
  - f. Use of protected leave, including leave under the Family and Medical Care Leave and California Family Rights Act
  - g. Gender, gender identity, gender expression
  - h. Genetic information
  - i. Marital Status
  - j. Medical Condition (including cancer, genetic characteristics)
  - k. Military or veteran status



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- I. National Origin
  - m. Pregnancy Disability Leave
  - n. Political Belief
  - o. Race
  - p. Reasonable Accommodation
  - q. Religious Creed
  - r. Sex
  - s. Sexual Orientation
- c. NWB and SSA ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- d. NWB and SSA comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulation promulgated hereunder (California Code Regulations, Title 2, Section 10000 et seq). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a) – (f), are incorporated into this MOU by reference as made a part hereof as if set forth in full (California Code Regulations, Title 2, Section 10000 et seq).
- e. NWB and SSA will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- f. NWB and SSA must include the non-discrimination and compliance provisions of this clause in all sub-contracts to perform work under this MOU.
- g. NWB and SSA ensures that services provided under this MOU are nondiscriminatory and that no person is denied services or subjected to discrimination under any program or activity because of:
- a. Age (40 and above)
  - b. Ancestry
  - c. Color
  - d. Disability (Mental and Physical), including HIV and AIDS
  - e. Ethnic Group Identification
  - f. Gender, gender identity, gender expression





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- g. Genetic information
- h. Marital Status
- i. Medical Condition (including cancer, genetic characteristics)
- j. Military or veteran status
- k. National Origin
- l. Pregnancy Disability Leave
- m. Political Belief
- n. Race
- o. Reasonable Accommodation
- p. Religious Creed
- q. Sex
- r. Sexual Orientation

**12. Grievances and Complaints Procedure**

NWB and SSA agree to utilize their respective offices to support the efforts of the other to deliver services. Both organizations agree to cooperate to resolve any disputes.

The parties acknowledge that issues may arise that require resolution between the parties. Both organizations agree to meet and confer to resolve such issues. Either party may notify the other party upon a 48-hour telephone notice or three-day written notice whenever a party desires to meet and confer and the other party shall attend on a mutually agreed date, time, and location.

**13. Infrastructure Funding Agreement & Other Shared System (Career Services) Cost**

*Infrastructure Funding Agreement:* The infrastructure costs budget is based on the one comprehensive AJCC Job Center operating in the NOVA workforce development area: NOVAworks Job Center in Sunnyvale. The infrastructure funding agreement has achieved consensus and is in compliance with State requirements. Please refer to the NOVAworks Job Center Infrastructure Costs Budget and Initial Proportionate Share of Infrastructure Costs Allocated to Co-located Partners (page 11 of this MOU).

For co-located partners: As of the date of this MOU, there are no co-located partner(s) at the AJCC Comprehensive Job Center.





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Cost Allocation Methodology to Share Agreed Upon Infrastructure Costs: The NOVAworks Workforce Board and future co-located partner(s) to this MOU agree to a cost allocation methodology to identify the proportionate share of infrastructure costs each partner will be expected to contribute. This cost allocation methodology adheres to the following: is consistent with federal laws authorizing each partner's program; complies with federal cost principles in the Uniform Guidance; includes only costs that are allowable, reasonable, necessary, and allocable to each program partner; and is based on an agreed upon measure that mathematically determines the proportionate use and benefit received by each partner.

The infrastructure cost allocation methodology selected is the proportion of a partner program's occupancy percentage in square footage and time utilized at the NOVAworks Job Center in Sunnyvale, the AJCC comprehensive center. By signing this MOU, any future co-located partner(s) agree to the terms prescribed in the Infrastructure Funding Agreement.

For non-co-located partners:

Currently, only the co-located partners (described above) are being asked to share in the infrastructure costs according to a cost allocation methodology based on a partner's occupancy percentage in square footage and time utilized at the NOVAworks AJCC Job Center in Sunnyvale. According to California Workforce Services Directive WSD18-12, there isn't a statewide data tracking system that can provide accurate and reliable data for allocating the benefit received by non-co-located partners, such as SSA. In order to remain in compliance with Uniform Guidance cost allocability rules, the requirement to contribute to infrastructure costs at this time only applies to those partners who are physically co-located at the NOVAworks AJCC Job Center in Sunnyvale. The state is in the process of implementing the requisite statewide data tracking system, and once such data are available, all non-co-located partners who are receiving benefit from the NOVAworks AJCC Job Center in Sunnyvale will also be required to contribute their proportionate share towards infrastructure costs. Consequently, this MOU must include an assurance from all non-co-located partners, such as SSA, that they agree to pay their proportionate share of infrastructure costs once sufficient data are available. By signing this MOU, SSA agrees that when data are available to determine the NOVAworks AJCC Job Center in Sunnyvale benefit to non-co-located partners, the infrastructure cost



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sharing agreement will be renegotiated to include their proportionate share of contributions.

*Other Shared System (Career Services) Costs:*

Cost Allocation Methodology to Share Agreed Upon Other One-Stop System (Career Services) Cost: NWB and SSA agree to a cost allocation methodology to identify the proportionate share of other One-Stop system (career services) costs each partner will be expected to contribute. This cost allocation methodology will adhere to the following: is consistent with federal laws authorizing each partner's program; complies with federal cost principles in the Uniform Guidance; includes only costs that are allowable, reasonable, necessary, and allocable to each program partner; and is based on an agreed upon measure that mathematically determines the proportionate use and benefit received by each partner.

The career services cost allocation methodology selected is the proportionate share of career services costs and shared customers. Currently there is no database in place that provides information on shared customers, so the NOVAworks Job Center Other One-Stop System (Career Services) Costs Budget and SSA Costs for Career Services (page 11 of this MOU) as part of this MOU agreement will only contain career services costs. When data becomes available, the proportionate share will be determined by comparing the percentage of shared customers with the total number of customers. This agreement will be renegotiated with SSA at that time. By signing this MOU, SSA agrees to the terms prescribed in the sharing of the other One-Stop system (career services) costs.



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**NOVAworks Job Center Infrastructure Costs Budget and Initial Proportionate Share  
of Infrastructure Costs Allocated to Co-located Partners**

<b>One-Stop Operating Budget - Infrastructure Costs</b>								
NOVAworks Job Center Sunnyvale								
Cost Category	Total Cost	Allocation Base	Allocated Cost	Notes	Bldg/ Suite	SQ Ft	AJCC	% AJCC
<b>Infrastructure Costs</b>		<b>Sq Ft</b>	<b>64%</b>		<b>500</b>	<b>5,250</b>	<b>5,250</b>	<b>100%</b>
<b>Facilities</b>					<b>600</b>	<b>3,185</b>	<b>188</b>	<b>6%</b>
Office Space Rent	\$ 397,800	Sq Ft	\$ 254,382	JobCenter, Workshop Rooms, Learning Lab, Career Advisor Space	<b>700</b>	<b>5,050</b>	<b>4,554</b>	<b>90%</b>
Utilities	\$ 240	Sq Ft	\$ 153		<b>635</b>	<b>1,615</b>	<b>-</b>	<b>0%</b>
Security	\$ 960	Sq Ft	\$ 614		<b>430</b>	<b>525</b>	<b>-</b>	<b>0%</b>
<b>Technology</b>					<b>Total</b>	<b>15,625</b>	<b>9,992</b>	<b>64%</b>
Internet (Job Center only)	\$ 2,818	100%	\$ 2,818					
Access & Accommodation		100%						
Computers Maintenance	\$ 34,988	Sq Ft	\$ 22,374					
Phones	\$ 57,390	Sq Ft	\$ 36,699					
Copier	\$ 25,085	Sq Ft	\$ 16,041					
Computer S/W Licensing & Support	\$ 17,000	Sq Ft	\$ 10,871	DocuSign, Zoom				
<b>Total Infrastructure to be shared by colocated partners</b>			<b>\$ 343,953</b>					
		AJCC Total Square Feet	9,992					
		Cost per SqFt	\$ 34.42					
<b>Colocated Partner</b>	<b>W/S Rm</b>	<b>Time Used</b>	<b>Sq Ft</b>	<b>Allocated Initial Share</b>	<b>Contribution Type</b>			
n/a				\$ -				
				\$ -				
<b>Allocated Initial Share</b>				\$ -	<b>3rd Party non-Federal funds</b>			

**NOVAworks Job Center Other One-Stop System (Career Services) Costs  
Budget and SSA Costs for Career Services**

<b>One-Stop Operating Budget - Career Services</b>			
NOVAworks Job Center Sunnyvale			
Partner Category	WIOA Title I	TANF	Consolidated budget for career services delivered through the One-Stop system
<b>Name of Organization</b>	<b>*NOVA</b>	<b>County of Santa Clara</b>	
Basic Career Services			
Individualized Career Services			
<b>Combined Basic / Individualized</b>	<b>1,805,258</b>	<b>1,858,390</b>	<b>3,663,648</b>
<b>Total Career Services</b>	<b>\$ 1,805,258</b>	<b>\$ 1,858,390</b>	<b>\$ 3,663,648</b>

\*This amount for NOVAworks also included in the MOU agreement with other partners.



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**14. Hold Harmless/Indemnification**

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead SSA and NWB agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, or any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other parties hereto, their officer, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

**15. Modifications and Revisions**

This MOU constitutes the entire agreement between NWB and SSA and no oral understanding not incorporated herein shall be binding on any of the parties hereto. This MOU may be modified, altered, or revised, as necessary, by mutual consent of the parties, by the issuance of a written amendment, signed and dated by the parties. About three months before the end of the three-year period of the MOU or one-year period for the infrastructure budget, NOVAworks, on behalf of the NWB, shall initiate the review process by contacting SSA. There may be other times over the course of the agreement where there are significant changes that will require a review of the agreement and NOVA will contact SSA as soon as it is aware of these changes. SSA is committed to contributing its fair and equitable share of other system costs and agrees to contact NOVA should significant changes occur over the course of the MOU agreement that will impact contributions.



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**16. Termination (Without Cause)**

NWB or SSA may request a termination of convenience (without cause) by notifying the other party in writing 30 days prior to the effective date of termination.

**17. Termination for Cause**

NWB or SSA may terminate this MOU for cause, and may proceed with the work required under an affected provision in any manner deemed effective by the terminating party.

**18. Applicable Laws and Venue**

This MOU is governed and construed in accordance with the statutes of the State of California. Venue for all actions is in Santa Clara County.

**19. Contract Execution**

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

**20. Wage Theft Prevention**

- a. Compliance with Wage and Hour Laws: NWB, and any subcontractor it employs to complete work under this Agreement, must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.
- b. Final Judgments, Decisions, and Orders: For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been



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exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.

- c. Prior Judgments against NWB and/or its SUBCONTRACTORS: BY SIGNING THIS AGREEMENT, NWB AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT—THAT NWB OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. NWB FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- d. Judgments During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that NWB or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or NWB learns of such a judgment, decision, or order that was not previously disclosed, NWB must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. NWB and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require NWB to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.
- e. County's Right to Withhold Payment: Where NWB or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold



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payment to NWB until such judgment, decision, or order has been satisfied in full.

- f. Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.
- g. Notice to County Related to Wage Theft Prevention: Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.





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**21. Signatures**

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding.

**APPROVED FOR THE COUNTY OF  
SANTA CLARA**

By:

DocuSigned by:

Signature

6/6/2022

Dated

Robert Menicocci

Printed Name

Director Social Services Agency

Title

By:

DocuSigned by:

Signature

Dated 6/16/2022

Chanthavy Sivongxay

Printed Name

Sr. Strategic Sourcing officer

Title

By:

DocuSigned by:

Signature

6/3/2022

Dated

Luke Edwards

Printed Name

Deputy County Counsel

Title

**APPROVED FOR NOVAworks  
WORKFORCE BOARD**

Jennifer Morrill, Co-Chair  
NOVAworks Workforce Board

Dated May 25, 2022

Andy Switky, Co-Chair  
NOVAworks Workforce Board

Dated May 25, 2022

Chief Elected Official

Honorable Larry Klein  
Mayor, City of Sunnyvale

Dated June 1, 2022