

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

520



FROM: Economic Development Agency

SUBMITTAL DATE:
October 6, 2005

SUBJECT: Riverside County Workforce Development Board, Inc.

RECOMMENDED MOTION: That the Riverside County Board of Supervisors:

1. Approve the formation of the Riverside County Workforce Development Board (WDB), Inc., a nonprofit, public benefit corporation organized for public and charitable purposes;
2. Authorize the Chairman to execute the Agreement for Services between the County of Riverside and the Workforce Development Board, Inc.;
3. Authorize the WDB Chairman, acting as Chairman Nominee to the Corporation, to execute the Agreement for Services between the County of Riverside and the Workforce Development Board, Inc.;
4. Authorize the WDB Chairman, acting as Chairman Nominee to the Corporation, to execute the WDB Inc. Corporate Bylaws;
5. Authorize the Economic Development Agency (EDA) Managing Director to execute and submit the Articles of Incorporation and Statement of Information to the Secretary of State; and
6. Authorize the EDA Managing Director to execute any additional documents necessary for establishing the WDB as a 501(c)(3).

Robin Zimpfer

RZ:jc:lgg
S:\Templates\EDA-001a-F11.doc

Robin Zimpfer
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2005/06

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:

SOURCE OF FUNDS: Workforce Investment Act Incentive Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

FORM APPROVED
COUNTY COUNSEL

Sarina Chow

NOV 09 2005

County Executive Office Signature

Lee A. Vincourt

BY _____

Policy Policy

Consent Consent

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.:	District:	Agenda Number:
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3.5

With reductions in workforce development funding over the past five years and increased demands for workforce development services, it has become critical to seek alternative funding. In order to expand the funding base for workforce development services and initiatives regionally, on August 18, 2004, the Riverside County Workforce Development Board (WDB) requested staff work with Risk Management and County Counsel in studying the feasibility of a 501(c)(3). In addition, the WDB approved allocating \$1,000 to form the WDB as a 501(c)(3). As a non-profit entity, the Corporation would qualify to compete for more grant opportunities as well as leverage opportunities for non-traditional funding.

The purpose of the corporation will be to function as the regional coordinator for the Riverside County workforce development system. In accordance with the following attachments, the WDB membership and funding recommendations will continue to remain subject to approval by the Board of Supervisors:

- Articles of Incorporation
- Agreement for Services Between the Riverside County Workforce Development Board, Inc. and the County of Riverside
- Bylaws of the Riverside County Workforce Development Board, Inc.

The attachments have been "approved as to form" by County Counsel. .

**ARTICLES OF INCORPORATION
OF**

RIVERSIDE COUNTY WORKFORCE DEVELOPMENT BOARD, INC.

A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

**ARTICLE I
NAME**

The name of this Corporation is **RIVERSIDE COUNTY WORKFORCE DEVELOPMENT BOARD, Inc.**

**ARTICLE II
PURPOSES**

- A. This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.

- B. The specific purposes of the Corporation are: 1) to provide leadership to the Workforce Development System in Riverside County by linking resources, people, business and education, resulting in a globally competitive workforce; 2) to provide guidance and oversight of the Workforce Development System in Riverside County; 3) to coordinate, on an ongoing basis, a strategic workforce development planning process to further the development of strategic workforce initiatives and innovative program development; 4) to aid, sponsor, promote, advance, educate, and assist in improving the workforce development system and business services to the residents of Riverside County through the county's Workforce Development System; 5) to engage in other activities to further the purposes for which this Corporation is formed; 6) to receive, invest, and utilize funds and property acquired through the solicitation of contributions, donations, grants, gifts, bequests and the like for the purposes for which this Corporation is formed.

**ARTICLE III
INITIAL AGENT FOR SERVICE OF PROCESS**

The name of the initial agent of the Corporation for service of process is

Jerry Craig, Managing Director
Riverside County Economic Development Agency
1151 Spruce Street
Riverside, CA 92507

ARTICLE IV DIRECTORS

The authorized number of Directors shall be as fixed in the Bylaws of the Corporation; provided, however, that the authorized number at any point in time shall vary and at minimum shall include thirty nine (39) members appointed by the Board of Supervisors in accordance with the provisions of Section 117 of the Act, and that the WDB shall be a business-led board with at least 20 members from the private sector, with each member of the Board of Supervisors appointing at least four representatives from their *respective* district with the remaining seats, if any, to be filled at large pursuant to and in accordance with the provisions and requirements set forth in the Bylaws of the Corporation.

ARTICLE V DEDICATION AND DISSOLUTION

- A. The property of this Corporation is irrevocably dedicated to public and charitable purposes meeting the requirements for exemption under Section 214 of the California Revenue and Taxation Code, and no part of the net income or assets of this Corporation shall ever inure to the benefit of any director, officer, or member thereof, or to the benefit of any private persons.
- B. On the dissolution or winding up of the Corporation, its assets remaining after payment of, or provision for payment of, all debts and liabilities of this Corporation shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively **for public and charitable purposes** meeting the requirements for exemption under Section 214 of the California Revenue and Taxation Code and which furthers cultural, recreational, and human services within the greater Riverside County area.
- C. If this Corporation holds any assets in trust, or if the Corporation is formed for charitable purposes, then such assets shall be disposed of on dissolution in conformity with the Articles or Bylaws subject to complying with the provisions of any trust under which such assets are held. The disposition shall be in such manner as may be directed by decree of the Superior Court of the county in which the Corporation has its principal office, on petition therefore by the Attorney General or by any person concerned in the liquidation, in a proceeding to which the Attorney General is a party. Such decree of the Superior Court may be waived if the Attorney General makes a written waiver of objections to the disposition.

ARTICLE VI
LIMITATION ON CORPORATE ACTIVITIES

No substantial part of the activities of this Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, nor shall this Corporation participate or intervene in any political campaign (including publishing or distribution of statements) on behalf of or in opposition to any candidate for public office.

ARTICLE VII
AMENDMENT

These Articles of Incorporation may not be amended, restated, or modified without the unanimous consent of the Board of Directors of this Corporation.

DATED: November 15, 2005

JERRY CRAIG
Incorporator



State of California
Kevin Shelley
Secretary of State
STATEMENT OF INFORMATION
(Domestic Nonprofit Corporation)

Filing Fee \$20.00 — If amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME: (Please do not alter if name is preprinted.)

Riverside County Workforce Development Board, Inc.
 1151 Spruce Street
 Riverside, CA 92507

This Space For Filing Use Only

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Item 2 cannot be a PO Box.)

2. STREET ADDRESS OF PRINCIPAL OFFICE IN CALIFORNIA, IF ANY (If none, complete Item 3.)	CITY	STATE	ZIP CODE
1151 Spruce Street	Riverside	CA	92507
3. MAILING ADDRESS	CITY AND STATE	ZIP CODE	
1151 Spruce Street, Riverside CA 92507	Riverside	92507	

NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this statement must not be altered.)

4. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY AND STATE	ZIP CODE
Jim King	1151 Spruce Street	Riverside, CA	92507
5. SECRETARY/	ADDRESS	CITY AND STATE	ZIP CODE
	1151 Spruce Street	Riverside, CA	92507
6. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY AND STATE	ZIP CODE
	1151 Spruce Street	Riverside, CA	92507

AGENT FOR SERVICE OF PROCESS

- If an individual, the agent must reside in California and Item 8 must be completed with a California address.
- If another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 8 must be left blank.

7. NAME OF AGENT FOR SERVICE OF PROCESS			
Jerry Craig			
8. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
1151 Spruce Street	Riverside	CA	92507

DAVIS-STIRLING COMMON INTEREST DEVELOPMENT ACT (California Civil Code section 1350, et seq.)

9. CHECK HERE IF THE CORPORATION IS AN ASSOCIATION FORMED TO MANAGE A COMMON INTEREST DEVELOPMENT UNDER THE DAVIS-STIRLING COMMON INTEREST DEVELOPMENT ACT AND PROCEED TO ITEMS 10, 11 AND 12.

NOTE: CORPORATIONS FORMED TO MANAGE A COMMON INTEREST DEVELOPMENT MUST ALSO FILE A STATEMENT BY COMMON INTEREST DEVELOPMENT ASSOCIATION (FORM SI-CID) AS REQUIRED BY CALIFORNIA CIVIL CODE SECTION 1363.6. PLEASE SEE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

10. ADDRESS OF BUSINESS OR CORPORATE OFFICE OF THE ASSOCIATION, IF ANY	CITY	STATE	ZIP CODE
11. FRONT STREET AND NEAREST CROSS STREET FOR THE PHYSICAL LOCATION OF THE COMMON INTEREST DEVELOPMENT (Complete if the business or corporate office is not on the site of the common interest development.)			9-DIGIT ZIP CODE
12. NAME AND ADDRESS OF ASSOCIATION'S MANAGING AGENT, IF ANY	CITY	STATE	ZIP CODE

13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

Jerry Craig

TYPE OR PRINT NAME OF OFFICER OR AGENT

SIGNATURE

Managing Director

TITLE

DATE



AGREEMENT FOR SERVICES BETWEEN

COUNTY OF RIVERSIDE

AND

**THE RIVERSIDE COUNTY WORKFORCE
DEVELOPMENT BOARD, INC.**

PROGRAM YEARS 2005/2006

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**AGREEMENT FOR SERVICES BETWEEN
THE COUNTY OF RIVERSIDE
AND
THE RIVERSIDE COUNTY WORKFORCE DEVELOPMENT
BOARD, INC.**

This agreement entered into this XX day of ____, 2005, by and between the COUNTY OF RIVERSIDE BOARD OF SUPERVISORS, hereinafter called the "County," and the Riverside County Workforce Development Board, Inc., the local workforce investment board, hereinafter called the "WDB," and the witnesseth that:

WHEREAS, On August 18, 2004, the Riverside County Workforce Development Board authorized the formation of a nonprofit public benefit corporation registered in the State of California under section 501 (c) (3) of the U.S. Internal Revenue Code hereinafter, called the "CORPORATION".

WHEREAS, the specific purposes of the Corporation are: 1) to provide leadership to the Workforce Development System in the County of Riverside by linking resources, people, business and education, resulting in a globally competitive workforce; 2) to provide guidance and oversight of the Workforce Development System in County of Riverside; 3) to coordinate, on an ongoing basis, a strategic workforce development planning process to further the development of strategic workforce initiatives and innovative program development; 4) to aid, sponsor, promote, advance, educate, and assist in improving the workforce development system and business services to the residents of the County of Riverside through the county's Workforce Development System; 5) to engage in other activities to further the purposes for which this Corporation is formed; 6) to receive, invest, and utilize funds and property acquired through the solicitation of contributions, donations, grants, gifts, bequests and the like for the purposes for which this Corporation is formed.

WHEREAS, Congress established the Workforce Investment Act of 1998 and, under it, the Governor of California designated the County of Riverside in January of 2000 to be a "Local Workforce Investment Area"; and

WHEREAS, the Chief Elected Official of the County of Riverside is the Board of Supervisors, in September of 2000, he appointed members of the Workforce Development Board to serve as the "Local Workforce Investment Board"; and

NOW, THEREFORE, the Board of Supervisors of the County of Riverside does hereby support the establishment of the Riverside County Workforce Development Board, Inc. in accordance with the provisions of the Workforce Investment Act.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

Article I. TERM AGREEMENT

The term of this Agreement and the period during which the services contemplated herein shall be provided, shall be from 1, 2005 to June 30, 2006, inclusive, and shall thereafter be automatically re-newed for one-year periods from year to year until it is terminated as provided herein.

Section 1.01 Service of Notices

Formal notices, correspondence and communications to be given hereunder by either party shall be made in writing and shall be deemed communicated as of the date of postmark. The representatives of the respective parties are authorized to administer this Agreement and are the persons to whom formal notices, correspondence and communications shall be given.

County: Board of Supervisors
County of Riverside
County Administrative Center
4080 Lemon Street, 5th Floor
Riverside, CA 92501

WDB: Riverside County Workforce Development Board, Inc.
1151 Spruce Street
Riverside, CA 92507

Article II. PROVISION OF COUNTY SUPPORT TO WORKFORCE DEVELOPMENT BOARD

The WDB hereby agrees to engage the County for, and the County hereby agrees to provide, staff services to support WDB activities as hereinafter set forth and described.

Article III. SCOPE OF COUNTY SERVICES

The County shall provide the following staff services to the WDB:

Section 3.01 Program Accounting and Fiscal Management

While it is understood, the County shall maintain a system and procedures for accounting for and providing for the fiscal management of WIA funds and other funds secured by the County, the County shall also establish separate fund(s) and cause to be maintained a system and procedures for accounting for and providing for the fiscal management of non WIA, related funds and other funds secured by the Corporation.

Section 3.02 Deposits

At the request of the WDB, the County shall receipt and deposit all such funds of the WDB, in accordance with generally accepted accounting procedures (GAAP), and upon issuance by resolution of the County of Riverside Board of Supervisors may authorize the disbursement of funds and after written approval of the County of Riverside Board of Supervisors and at the discretion of the County of Riverside Board of Supervisors, provided that no such disbursement(s) shall be made in excess of funds available to the WDB for specific or other sources.

Section 3.03 Quarterly Accounting

A quarterly accounting of all financial transactions pertaining to WDB secured funds shall be provided by the County to the WDB Treasurer in a form determined to be mutually acceptable by both the County and the WDB.

Section 3.04 Reporting

County staff working on behalf of the WDB shall be responsible for the preparation of and submittal of all local, federal and state-required reports pertinent to workforce investment system fiscal activities.

Section 3.05 Audit

The County shall cause to be provided to the WDB, at the expense of and subject to the approval of the WDB, an annual audit of all financial transactions of the Corporation in a form and manner which fully complies with all requirements of WIA, the Single Audit Act, and other pertinent legislation, regulations and guidelines.

Section 3.06 Combined Audits

Subject to the approval of the WDB, the County may combine audits of WDB transactions and activities, as WIA system administrator, and of County transactions and activities, as WIA grant recipient, provided that the cost of any such combined audit(s) will be shared and apportioned by the WDB and the County in a manner acceptable to both parties to the Agreement.

Section 3.07 Local Workforce System Planning

County staff working on behalf of the WDB shall assist the WDB in developing and implementing such Local Plans for the utilization and expenditure of WIA, non WIA and other funds made available to the WDB as may be required and or appropriate to meet the workforce investment system needs of the local area.

- A. Staff shall be responsible, under the direction of the WIA Administrator, for all production submittal tasks associated with such local plans.

Section 3.08 Performance, Compliance and Monitoring

County staff working on behalf of the WDB shall continuously monitor WIA and non WIA system subcontractors, related activities and shall report to the WDB regarding such performance compliance. Staff shall be responsible for the preparation and submittal of

all local, federal and state-required reports pertinent to Workforce Investment Act activities.

A. The County shall be responsible for all outcomes and/or disallowed costs.

Section 3.09 Legal Services

The County, through its County Counsel's office, shall provide such legal and attorneys services as may, from time to time, be identified as necessary by the WDB, subject to a determination by County Counsel that a conflict of interest is not present.

- In such a case, the WDB shall retain private legal counsel.
- This Agreement does not, however, preclude the WDB from seeking such other legal services as it may desire or determine to be necessary from sources other than the County of Riverside.
- Adequate provisions for compensation to the County for legal services provided by the County Counsel's office shall be made in determining the amount of compensation to be paid to the County in accordance with **ARTICLE V** of this Agreement.

Section 3.10 Risk Management Services

The County, through its Human Resource/Risk Management Division, shall provide such services as it relates to insurance coverage's and placement(s), limits of liability and broker and program selection as well as other Risk Management services, including but not limited to, contractual review, policies and procedures, etc.

Article IV. Workforce Investment System Administration

County staff working on behalf of the WDB shall perform such other administrative and support functions as may be, from time to time, determined by the WIA Administrator to be appropriate to the effective operation of the WDB, WIA and workforce activities in the local area and which are not otherwise set forth or described in the Agreement. Such services may include, but are not necessarily limited to:

- A. coordination, on behalf of the WDB, between partners, service providers, subcontractors, customer, federal and state administrative agencies, and the general public;
- B. one-stop operations;
- C. maintenance of records and documentation appropriate to WDB activities and programs;
- D. preparation, production and distribution of correspondence, notices, agendas and related materials, and such other documentation as the WDB may require;

- E. monitoring of federal and state legislation and guidelines and periodic reporting to the WDB thereon;
- F. coordination of and attendance at meetings of the WDB and its various committees and councils;
- G. provision and maintenance of appropriate and suitable office space to accommodate the operating requirements of WDB programs and activities; and
- H. coordination of marketing, public relations and other related programs and activities.

Article V. COMPENSATION

The WDB agrees to compensate the County for all services rendered under this Agreement from funds which shall be made available to, and subject to the discretion of, the WDB. Such compensation shall be determined as follows:

- A. An amount representative of, and equal to, all actual, direct personnel and non-personnel expense and costs incurred by the County supporting WIA activities and or non WIA activities under the direction of the WDB.
- B. An amount representative of that portion of general County overhead expense reasonably attributable to WIA activities and or non WIA operations.
- C. Such amount(s) as may be mutually determined by the WDB and the County as required for the County's fair share of the cost of any WIA system-related audit as described in **Section 3.05** of this Agreement.
- D. Any amounts which the County and the WDB may hereafter mutually determine and agree to be appropriate to compensate the County for fair and legitimate expenses and costs incurred on behalf of the WDB.
- E. The County shall prepare and submit to the WDB for its approval, a tentative budget for all costs and expenditures anticipated in association with the activities described in **ARTICLE IV**, above, and the WDB shall approve such a budget which shall establish the levels at which the County shall be entitled to compensation as prescribed under this Agreement. In no event shall total compensation to the County for the services referenced in **ARTICLE IV** of this section exceed the budget approved by the WDB, unless the County and WDB mutually agree, in writing, to such additional compensation.

Article VI. DEDICATION OF STAFF

County staff providing services under this Agreement shall be dedicated to WIA, non WIA and or other related WDB programs as deemed appropriate by the Workforce Development Administrator.

Section 6.01 Workforce Development Administrator/County Employees

The Workforce Development Administrator shall be appointed by, and shall serve at the pleasure of, the County. The Workforce Development Administrator of the County's Economic Development Agency (EDA) Workforce Development office shall direct said

WDB staff and office support, in accordance with the personnel policies and procedures of County, and shall select and hire said staff, the members of which shall be employees of County.

Section 6.02 County Employees

All persons employed in the performance of services under this Agreement shall be County employees working on behalf of the WDB. However, it is understood that the WDB reserves the right to contract with other persons, public and private, individual and corporate, for services not provided pursuant to this Agreement.

- A. The County shall determine the level of staff required to carry out its responsibilities in administering programs under WIA or Non WIA activities operated and or administered by the WDB.

Section 6.03 Supervision of County Employees

The WIA Administrator shall be responsible for the supervision of County employees working on behalf of the WDB; however, the WDB shall not have the right to terminate a County employee from the WDB program. If the WDB has an employment or performance related issue(s) arising out of or from a County employee working on behalf of the WDB, the WDB shall notify the WIA Administrator and shall provide sufficient written detail of the issues.

- A. The WDB shall report, when necessary, the names and titles of Non County employees and their dates and times working on behalf of the WDB to the County.

Section 6.04 Salaries, Wages or other Compensation

Payment of any salaries, wages, or other compensation to County employees performing services for the WDB pursuant to this Agreement shall rest with the County.

- A. The WDB shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment.

Article VII. TERMINATION

Section 7.01 Termination without Cause

The parties hereby agree that, at any time during the term of this Agreement, either party may terminate this Agreement, or any part hereof, upon giving the other party at least 45 calendar days written notice prior to the effective date of such termination.

Section 7.02 Cause for Termination

Cause for termination results from the failure of the defaulting party to remedy any default in the performance of its obligations hereunder within five working days after the non-defaulting party has given the defaulting party written notice of default and nature

thereof. Cause for termination may also result from a termination of the grant funds through not fault of either party.

Article VIII. GENERAL PROVISIONS

Section 8.01 Amendments

This Agreement is subject to amendment, as necessary, in accordance with requirements contained in any future local, federal or state legislation, regulations, or policy. Either party may request an amendment or modification to this Agreement.

- A. Amendments must be in writing and properly executed by both parties. The County may not honor Agreement modifications if such request represents expenses or obligations incurred prior to the WDB receiving written approval and or funding.

Section 8.02 Indemnification

Each party agrees to indemnify, defend and hold harmless the other party and its respective officers, agents and employees from any and all claims, actions and losses arising out of or from their respective acts, errors, omissions performance or non performance or resulting to any person who may be injured or damaged by the negligence of the indemnifying party in its performance or non performance, acts, errors or omissions of this Agreement, in accordance with Government Code Section 895.4.

Section 8.03 General Liability, Public Officials/Directors & Officers, Crime, Auto Liability

WDB agrees to obtain and maintain: General Liability, Public Officials/Directors & Officers, Crime, Auto Liability if applicable, and other applicable insurance coverage's for its performance or non performance, its acts, errors and omissions of its members, officers, employees, and agents arising out of or from this Agreement.

Section 8.04 Worker's Compensation County Employees

County warrants that County maintains Worker's Compensation and liability protections under its self-insured programs and will continue to maintain such protections for its liabilities arising out of or from the County's responsibilities pursuant to the terms of this Agreement and during the term of this Agreement.

Section 8.05 Worker's Compensation Non County Employees

If the WDB has employees as defined by the State of California, the WDB shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than \$1, 000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

Section 1.01 Purchase, Inventory, Disposal of Equipment

The parties mutually recognize that furniture, equipment, vehicles and other personal property will be required by staff to carry out its duties under this Agreement. All such personal property which is purchased or otherwise acquired by the County from County funds shall be the sole property of the County and shall remain County property upon the termination of this Agreement.

- The WDB shall cooperate with County of Riverside Human Resources and Risk Management to identify and report to the County all Non County-owned or leased personal property on an annual basis and provide estimated replacement cost values.
- Personal property includes but is not limited to: furnishings, fixtures, small equipment items, hardware and software, inventory/stock items, etc.
- WDB purchases using non WIA or other funds to acquire any such personal property for use in carrying out the duties of the County under this Agreement shall be in accordance with local and state procurement policy and procedures.
- WDB purchases using non WIA or other funds to acquire any such personal property for use in carrying out the duties of the County under this Agreement, such property shall remain the sole property of the WDB at all times and shall be promptly returned to the WDB by the County upon termination of the Agreement.
- In all cases, disposition of personal property or vehicles purchased with grant funds shall be in accordance with the appropriate grant Agreement and the requirements of local, WIA and other federal or state laws or regulations.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the dates set forth herein below.

RIVERSIDE COUNTY WORKFORCE DEVELOPMENT BOARD, INC.:

Date: _____

Jim King, Chairman Nominee
Workforce Development Board, Inc.

COUNTY OF RIVERSIDE:

Date: _____

Supervisor Marion Ashley, Chairman

Date: _____

County Clerk

FORM APPROVED
COUNTY COUNSEL

NOV 09 2005

BY Lee A. Nunez

GLOSSARY OF TERMS

BOS	Board of Supervisors
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CLEO:	County of Riverside Board of Supervisors, the Chief Local Elected Official (CLEO).
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Customers	Refers to parties who may access services through the workforce investment system under WIA.
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EDA	Economic Development Agency
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LWIA	<p>The Local Workforce Investment Area (LWIA) under WIA. Local workforce investment areas within the state that take into consideration:</p> <ul style="list-style-type: none">a) geographic areas served by local educational agencies, intermediate educational agencies, post-secondary educational institutions and vocational education schools;b) extent to which such local areas are consistent with labor market areas;c) distance that individuals will need to travel to receive services; resources of such local areas that are available to effectively administer the activities carried out under WIA.
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LWIB	Local Workforce Investment Board
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Programs/Systems	The Workforce Development Systems developed under WIA.
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WDB	Riverside County Workforce Development Board, Inc.
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WIA	The Workforce Investment Act of 1998.
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WIB	Workforce Investment Board
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