

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

324



**FROM:** Economic Development Agency/Workforce Development Division

**SUBMITTAL DATE:**  
September 24, 2015

**SUBJECT:** Subcontract, Program Years 2015/18 for Job Placement Liaison Between College of the Desert/Desert Community College District and the County of Riverside, All Districts, [\$130,000]; Trade Adjustment Assistance Community College and Career Training Grants Program Funds 100%; Project CEQA Exempt

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3);
2. Approve the attached Subcontract (Agreement) Program Years 2015/2017 for provision of a Job Placement Liaison between College of the Desert/Desert Community College District as the fiscal agent (COD/DCCD) and the County of Riverside (County) as the subawardee, in the maximum amount of \$130,000, for the period October 1, 2015 through September 30, 2017;

(Continued)

Robert Field  
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 65,000	\$ 65,000	\$ 130,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

<b>SOURCE OF FUNDS:</b> Trade Adjustment Assistance Community College and Career Training Grants Program Funds	<b>Budget Adjustment:</b> No
	<b>For Fiscal Year:</b> 2015/16-2017/18

**C.E.O. RECOMMENDATION:**

APPROVE

BY:

Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Benoit, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: October 6, 2015  
 xc: EDA

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

Prev. Agn. Ref.: | District: All | Agenda Number:

**3-26**

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: 9/23/15  
 Susana Garcia-Bocanegra  
 Departmental Concurrence  
 FORM APPROVED COUNTY COUNSEL  
 BY: 9-21-15  
 ANITA C. WILLIS  
 DATE

A-30  
 4/5  
 Vote  
 Positions Added  
 Change Order

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
Economic Development Agency/Workforce Development Division  
**FORM 11:** Subcontract, Program Years 2015/18 for Job Placement Liaison Between College of the Desert/Desert Community College District and the County of Riverside, All Districts, [\$130,000]; Trade Adjustment Assistance Community College and Career Training (TAACCCT) Grants Program Funds 100%; Project CEQA Exempt  
**DATE:** September 24, 2015  
**PAGE:** 2 of 3

**RECOMMENDED MOTION:** (Continued)

3. Authorize the Assistant County Executive Officer/EDA, or designee, to sign the attached Agreement; and
4. Authorize the Assistant County Executive Officer/EDA, or designee, to take all necessary steps to implement the attached Agreement, including, but not limited to signing subsequent necessary documents, and necessary amendments provided the contract amount is not increased, subject to County Counsel approval.

**BACKGROUND:**

**Summary**

Trade Adjustment Assistance Community College and Career Training (TAACCCT) provides community colleges and other eligible institutions of higher education with capacity-building funds to expand and improve their ability to deliver education and career training programs that can be completed in two years or less. TAACCCT-funded programs will prepare participants for employment in high-wage, high-skill occupations by using innovative and sophisticated strategies that address the unique needs of unemployed or under-employed adults. Through these programs, the U.S. Department of Labor is helping to ensure that our nation's institutions of higher education are helping adults succeed in acquiring the skills, degrees, and credentials needed for high-wage, high-skill employment while also meeting the needs of employers for skilled workers. The U.S. Department of Labor is implementing the TAACCCT program in partnership with the Department of Education.

The overarching goals of the TAACCCT program are as follows: to increase attainment of degrees, certificates, diplomas, and other industry-recognized credentials that match the skills needed by employers to better prepare eligible workers and other adults for high-wage, high-skill employment or re-employment in high-growth industry sectors; introduce or replicate innovative and effective methods for designing and delivering instruction that address specific industry needs and lead to improved learning, completion, and other outcomes for eligible workers and other adults; and to demonstrate improved employment outcomes.

The College of the Desert/Desert Community College District (District) was awarded a TAACCCT grant by the U.S. Department of Labor. The District desires to partner with the County of Riverside by and through its Economic Development Agency/Workforce Development Division(WDC) to provide job candidate and student referrals to the various job development and employment programs made available through the TAACCCT grants program. Staff recommends that the partnership is memorialized pursuant to the attached proposed Subcontract (Agreement) with a contract amount of \$130,000 and a term from October 1, 2015 to September 30, 2017.

Pursuant to the California Environmental Quality Act (CEQA), the proposed Agreement was reviewed and determined to be categorically exempt under State CEQA Guidelines Section 15061(b)(3), General Rule or "Common Sense" Exemption. The project relates to the provision of job placement liaison services by the County with the objective of supporting the District's TAACCCT program. It can be seen with certainty that there is no possibility that the job placement liaison services may have a significant effect on the environment, as the industry liaison services set forth in the proposed Agreement are purely administrative in nature and will

(Continued)

**FORM 11:** Subcontract, Program Years 2015/18 for Job Placement Liaison Between College of the Desert/Desert Community College District and the County of Riverside, All Districts, [\$130,000]; Trade Adjustment Assistance Community College and Career Training (TAACCCT) Grants Program Funds 100%; Project CEQA Exempt

**DATE:** September 24, 2015

**PAGE:** 3 of 3

not lead to any direct or reasonably indirect physical environmental impacts. A Notice of Exemption will be filed by the County EDA/WDC staff with the County Clerk within 5 days of the approval of the Agreement. County Counsel has approved the proposed Agreement as to form. Staff recommends approval of the proposed Agreement.

### **Impact on Citizens and Businesses**

The TAACCCT funds will be used to help facilitate employer engagement in the sector strategy, supporting their involvement in both required and encouraged roles in the TAACCCT partnership. Eligible job candidates and students will be provided viable referrals to various job development and employment programs made available through TAACCCT Grants Program.

Potential candidates may receive screening, job development assessments, and direct referrals to beneficial TAACCCT funded training programs throughout the Inland Empire. The County will also assist in placing students into internships, apprenticeships and jobs with employers in the region. The County and the District will collaborate on the best methods to achieve maximum participation of area residents seeking job opportunities and programs that can improve their job skills.

### **SUPPLEMENTAL:**

#### **Additional Fiscal Information**

No County costs will be incurred and no budget adjustment required at this time. 100% of the funds are derived from the Trade Adjustment Assistance Community College and Career Training Grants Program funds.

#### **Contract History and Price Reasonableness**

There is no established contract history, as this is the initial agreement with College of the Desert/Desert Community College District for this type of project.

Attachment

Subcontract, Program Years 2015/2017 for Job Placement Liaison

A SUBCONTRACT  
BETWEEN  
COLLEGE OF THE DESERT/  
DESERT COMMUNITY COLLEGE DISTRICT  
AND  
COUNTY OF RIVERSIDE ECONOMIC  
DEVELOPMENT AGENCY/  
WORKFORCE DEVELOPMENT DIVISION

This SUBCONTRACT (“SUBCONTRACT”) is made and entered into the 1<sup>st</sup> day of October 2015, by and between the DESERT COMMUNITY COLLEGE DISTRICT, a community college district duly organized under the laws of the State of California, on behalf of the College of the Desert (collectively “District”), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through its Economic Development Agency/Workforce Development Division (collectively “County”). The County and District are collectively referred to herein as the “Parties.”

**1. Purpose**

This SUBCONTRACT outlines the agreement between the Parties to provide job candidate and student referrals to the various job development and employment programs made available through the Trade Adjustment Assistance Community College and Career Training (TAACCCT) Grants Program, which was awarded to the District under Grant Agreement #TC-26434-14-60-A-6 (“grant”).

These services may include screening and assessment of potential candidates and directly referring them to beneficial TAACCCT funded training programs throughout the Inland Empire (“region”), in cooperation with the District and (11)-eleven other institutions of higher education in the region that are participating in the TAACCCT grant program. The County will also assist in placing students into internships, apprenticeships and jobs with employers in the region. The County and the District will collaborate on the best methods to achieve maximum participation of area residents seeking job opportunities and programs that can improve their job skills.

**2. Background**

TAACCCT provides community colleges and other eligible institutions of higher education with capacity-building funds to expand and improve their ability to deliver education and career training programs that can be completed in two years or less. TAACCCT-funded programs will prepare participants for employment in high-wage, high-skill occupations by using innovative and sophisticated strategies that address the unique needs of unemployed or under-employed adults. Through these programs, the U.S. Department of Labor is helping to ensure that our nation's institutions of higher education are helping adults succeed in acquiring the skills, degrees, and credentials needed for high-wage, high-skill employment while also meeting the

needs of employers for skilled workers. The U.S. Department of Labor is implementing the TAACCCT program in partnership with the U.S. Department of Education.

The overarching goals of the TAACCCT program are to: increase attainment of degrees, certifications, certificates, diplomas, and other industry-recognized credentials that match the skills needed by employers to better prepare eligible workers and other adults for high-wage, high-skill employment or re-employment in growth industry sectors; introduce or replicate innovative and effective methods for designing and delivering instruction that address specific industry needs and lead to improved learning, completion, and other outcomes for eligible workers and other adults; and to demonstrate improved employment outcomes.

### **3. Party Obligations**

Through the County and District partnership set forth in this SUBCONTRACT, the Parties will cooperate to provide job candidate and student referrals to the various job development and employment programs made available through the TAACCCT Grants Program.

The Parties shall work together and perform as follows:

#### **A. County Obligations**

The County agrees as follows:

1. Provide assistance to participants with employment opportunities through the county-wide workforce development outreach efforts to businesses and industry.
2. Refer dislocated, unemployed, underemployed, lower-income, and those with disabilities as well as other clients, to training offered through this funding.
3. Refer veterans to training offered through this funding.
4. Screen referrals for Trade Adjustment Assistance Program eligibility along with Workforce Innovation and Opportunity Act (WIOA) eligibility.
5. Participate in program evaluation(s), and provide outcome data to participants, as appropriate.
6. Facilitate job placement of qualified candidates by connecting them to current, related jobs.
7. Connect employers to the classroom to provide facility tours to faculty and/or students.
8. Connect with employers to recruit directly from the training location into jobs that match the specialized training.

9. Provide space for staff to meet with participants, conduct workshops and collaborative meetings.
10. Participate in recruitment activities.
11. Provide support services in a leveraged and coordinated manner with the community colleges through WIOA, as appropriate.
12. Work with the TAACCCT coordinator and director to ensure that proposed programs of study qualify for inclusion on appropriate eligible training provider lists (ETPL).
13. Evaluate the targeted industry sector to ensure targets are aligned with current and future regional economic growth.
14. Strengthen employer engagement through new and existing industry alliances.
15. Assist TAACCCT Consortium in building community and employer support.
16. Provide data input into District case management and/or tracking system(s) utilized for compiling program data. (District to determine which system(s) used.)

**B. District Obligations**

The District agrees as follows:

1. Provide program completers in HVAC/ESYS, Building Inspection Technology and Construction Management, and Industrial Facility Maintenance programs; focusing on Efficiency Management skills.
2. Conduct annual industry advisory meetings for Commercial/Industrial Facilities Engineering and Maintenance Management.
3. Utilize regional and outside content experts to work with faculty to develop and implement short-term, stackable certificates and/or certification/licensure preparation workshops.
4. Revise HVAC program to prepare students for Cal CERT skill and job task requirements to meet IREC and Department of Energy Standards.
5. Develop and implement online, open-access, hybrid, portable or short-term delivery methods for existing courses to accelerate time-to-completion rates for diverse student populations.
6. Develop non-credit CTE Programs with Industry Recognized Certifications such as OSHA, Cal CERTS, EPA or NABCEP for Students who are transitioning to College Credit Programs while seeking employment in the Industry Sector.

7. Determine which case management and/or tracking system(s) utilized for compiling program data; and provide appropriate training to County to allow for access to these system(s) for data input by County.

#### **4. Allowable Costs and Invoicing**

The maximum funding available for grant reimbursement of the services provided under this SUBCONTRACT is One-Hundred and Thirty-Thousand Dollars (\$130,000). District shall reimburse County for actual costs incurred in the performance of this SUBCONTRACT up to a maximum amount of One-Hundred and Thirty-Thousand Dollars (\$130,000).

To receive grant reimbursement, County must submit a signed, monthly invoice, along with documentation covering the applicable invoicing period. Electronic submittal of scanned documentation attached to email is allowable, and must be submitted to District no later than (30)-thirty days after the end of the month. District will specify which forms and/or invoice format are to be used.

Invoices and applicable documentation should be mailed/mailed to:

Mail: College of the Desert/Desert Community College District  
North Annex 2E  
43-500 Monterey Ave.  
Palm Desert, CA 92260  
Attn: Jon Caffery, Project Director

Email: [jcaffery@collegeofthedesert.edu](mailto:jcaffery@collegeofthedesert.edu)

Following the receipt and approval of the invoice and documentation, District shall make payments no more than once per month. District shall make such payments within (30)-thirty days from receipt of invoice and documentation, provided there are no revisions required to correct discrepancies or conform to grant requirements. The total of such payments shall not exceed the funding amount specified above, which is \$130,000.

#### **5. County Not Obligated for Any Costs**

The District acknowledges and agrees that the County shall not be liable for any costs incurred by the District, including any of its affiliates in connection with the administration and/or implementation of the TAACCCT Grants Program or any related partnership or program.

The District further acknowledges and agrees that the County shall not be liable in any way for payment of any costs, fees, wages or any other amounts to be paid to any party arising out of or related to (i) services provided pursuant to this SUBCONTRACT, (ii) the administration and/or implementation of the TAACCCT Grants Program, and/or (iii) this SUBCONTRACT.

## **6. General Terms**

It is further mutually agreed by the Parties as follows:

### **A. Insurance**

Without limiting or diminishing the District's obligation to indemnify or hold the County harmless, the District shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this SUBCONTRACT. As respects to the Insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, Workforce Development Board (WDB) and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

#### **a. Workers' Compensation:**

If the District has employees as defined by the State of California, the District shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' 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.

#### **b. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of the District's performance of its obligations hereunder. Policy shall name the County as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this SUBCONTRACT or be no less than two (2) times the occurrence limit.

#### **c. Vehicle Liability:**

If vehicles or mobile equipment are used in the performance of the obligations under this SUBCONTRACT, then the District shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this SUBCONTRACT or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

#### **d. General Insurance Provisions - All lines:**

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII



(A:8) unless such requirements are waived, in writing, by the County's Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The District must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this SUBCONTRACT. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, the District's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this SUBCONTRACT with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) The District shall cause the District's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance.

In the event of a material modification, cancellation, expiration, or reduction in coverage, this SUBCONTRACT shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. The District shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the District's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this SUBCONTRACT or any extension thereof, there is a material change in the obligations of the Parties; or, there is a material change in the equipment to be used in the performance of the obligation of the Parties; or, the

term of this SUBCONTRACT, including any extensions thereof, exceeds five (5) years; the County reserves the right to adjust the types of insurance and the monetary limits of liability required under this SUBCONTRACT, if in the County's Risk Manager's reasonable judgment, the amount or type of insurance carried by the District has become inadequate.

6) The District shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this SUBCONTRACT.

7) The insurance requirements contained in this SUBCONTRACT may be met with a program(s) of self-insurance acceptable to the County.

8) The District agrees to notify the County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this SUBCONTRACT.

#### **B. Indemnity; Holdharmless**

The District shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts, Workforce Development Board (WDB) and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any acts, services, misconduct or obligations of the District, including their respective officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this SUBCONTRACT, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of the District, including their respective officers, employees, subcontractors, agents or representatives Indemnitors from this SUBCONTRACT. The District shall defend, at their sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by the District, the District shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the District's indemnification to Indemnitees as set forth herein.

The District's obligation hereunder shall be satisfied when the District has provided to County the appropriate form of dismissal relieving the County from any liability for the action or claim involved.

The specified insurance limits required in this SUBCONTRACT shall in no way limit or circumscribe the District obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

The County shall indemnify, defend and hold harmless District, the State of California, the Trustees of the College of the Desert/Desert Community College District, the College of the Desert/Desert Community College District and their officers, employees, representatives, volunteers and agents from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the County's performance hereunder or its failure to comply with any of the County's obligations contained in this SUBCONTRACT, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

**C. Alternative Dispute**

The Parties agree that before either party commences any legal or equitable action, action for declaratory relief, suit, proceeding, or arbitration that the Parties shall first submit the dispute to mediation through a mutually acceptable professional mediator in Riverside County. Each party shall bear its own expenses and costs associated with the mediation. The cost of mediator shall be shared equally by the Parties.

**D. Notices**

Any and all notices sent or required to be sent under this SUBCONTRACT shall be mailed to the following addresses, or any other address provided by the Parties in writing; and are deemed delivered one (1) day after their deposit in the United States Mail, postage prepaid:

County: County of Riverside Economic Development Agency/  
Workforce Development Division  
1325 Spruce Street, Suite 110  
Riverside, CA 92507  
Attn: Heidi Marshall, Director of Workforce Development

District: College of the Desert/Desert Community College District  
43-500 Monterey Ave.  
Palm Desert, CA 92260  
Attn: John Caffery, Project Director

**E. Termination**

Either party may terminate this SUBCONTRACT for any reason by giving written notice to the designated representative of the other party thirty (30) days prior to the expiration of this SUBCONTRACT. Except as otherwise provided herein, upon termination of this SUBCONTRACT, neither party shall have any obligation to other.

**F. Legal Authority**

Nothing in this SUBCONTRACT binds the County or District to perform any action that is beyond its legal authority.

### **G. Conflict of Interest**

No member, official or employee of the County or District shall have any personal interest, direct or indirect, in this SUBCONTRACT nor shall any such member, official or employee participate in any decision relating to this SUBCONTRACT which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

### **H. Confidentiality**

- a. The District shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this SUBCONTRACT. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; County information or data which is not subject to public disclosure; County operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.
- b. The District shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this SUBCONTRACT, except for general statistical information not identifying any person. The District shall not use such information for any purpose other than carrying out the District's obligations under this SUBCONTRACT. The District shall promptly transmit in writing to the County all third party requests for disclosure of such information. The District shall not disclose, except as otherwise specifically permitted by this SUBCONTRACT or authorized in advance in writing by the County, any such information to anyone other than to the County. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

### **I. Interpretation and Governing Law; Severability**

This SUBCONTRACT and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This SUBCONTRACT shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this SUBCONTRACT, all Parties having been represented by counsel in the negotiation and preparation hereof.

Any legal action related to the performance or interpretation of this SUBCONTRACT shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this SUBCONTRACT is held by a court of

competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**J. No Third-Party Beneficiaries**

This SUBCONTRACT is made and entered into for the sole protection and benefit of the Parties hereto and shall not create any rights in any third Parties, including, but not limited to any businesses or individuals participating in the TAACCCT Grants Program, or any affiliates. No other person or entity shall have any right of action based upon the provisions of this SUBCONTRACT.

**K. Section Headings**

The Section headings herein are for the convenience of the Parties only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this SUBCONTRACT.

**L. Compliance with Laws and Regulations**

By executing this SUBCONTRACT, the Parties agree to comply with all applicable federal, state and local laws, regulations and ordinances.

**M. Waiver**

Any waiver by the County of any breach of any one or more of the terms of this SUBCONTRACT shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this SUBCONTRACT. Failure on the part of the County to require exact, full and complete compliance with any terms of this SUBCONTRACT shall not be construed as in any manner changing the terms or preventing the County from enforcement of the terms of this SUBCONTRACT.

**N. Authority to Execute**

The persons executing this SUBCONTRACT or exhibits attached hereto on behalf of the Parties to this SUBCONTRACT hereby warrant and represent that they have the authority to execute this SUBCONTRACT and warrant and represent that they have the authority to bind the respective Parties to this SUBCONTRACT to the performance of its obligations hereunder.

**O. Amendments and Modifications**

It is agreed that the rights, interests, understandings, agreements and obligations of the respective Parties pertaining to the subject matter of this SUBCONTRACT may not be amended, modified or supplemented in any respect except by a subsequent written instrument evidencing the express written consent of each of the Parties hereto and duly executed by the Parties.

**P. Administration/Subcontract Liaison**

The Assistant County Executive Officer of the Economic Development Agency, or designee, shall administer this SUBCONTRACT on behalf of the County.

**Q. Assignment**

The District shall not delegate or assign any interest in this SUBCONTRACT, and shall not transfer any interest in the same, whether by operation of law or otherwise, without the prior written consent of the County.

**R. Effective Date; Term**

The term of this SUBCONTRACT shall commence on the date of the last signature below (“Effective Date”) and shall continue through September 30, 2017 (“Term”), unless extended by written mutual agreement of the Parties or terminated earlier.

**S. Entire Subcontract**


This SUBCONTRACT is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. Any amounts to or clarification necessary to this SUBCONTRACT shall be in writing and acknowledged by all Parties to the SUBCONTRACT.

[Signatures on Following Page]

[Remainder of Page Intentionally Blank.]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this SUBCONTRACT as of the dates written below.

<p>“COUNTY”</p> <p>COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through its Economic Development Agency/Workforce Development Division</p> <p>By: _____ Heidi Marshall Director of Workforce Development</p> <p>Date: _____</p>	<p>“DISTRICT”</p> <p>DESERT COMMUNITY COLLEGE DISTRICT, a community college district duly organized under the laws of the State of California, on behalf of the College of the Desert</p> <p>By: _____ Joel L. Kinnamon Superintendent/President</p> <p>Date: _____</p>
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<p>APPROVED AS TO FORM</p> <p>GREGORY P. PRIAMOS County Counsel</p> <p>By:  JHAILA R. BROWN Deputy County Counsel</p>
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