

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



**ITEM
3.19
(ID # 5719)**

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

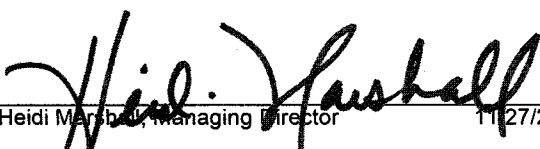
MEETING DATE:
Tuesday, December 12, 2017


SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) / WORKFORCE DEVELOPMENT
DEPARTMENT : Approval of Service Agreement for Inland Empire Regional
Planning Unit Workforce Innovation and Opportunity Act Regional Plan
Development and Training Coordination between the County of Riverside and
County of San Bernardino, Program Years 2017/2018, All Districts, [\$74,500]
Workforce Innovation and Opportunity Act (WIOA) Funds 100%; 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 Service Agreement for Inland Empire Regional Planning Unit Workforce Innovation and Opportunity Act Regional Plan Development and Training Coordination between the County of Riverside and County of San Bernardino (Agreement), Program Years 2017/2018, to implement activities of the Inland Empire Regional Plan, in a contract amount not to exceed \$74,500 for the period of December 20, 2017 through March 31, 2018;
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 non-substantive amendments provided the contract amount is not increased, subject to County Counsel approval.

ACTION: Policy



Heidi Marshall, Managing Director 11/27/2017


Robert Field, Assistant County Executive Officer/EDA 11/29/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Perez and Ashley
Nays: None
Absent: Washington
Date: December 12, 2017
xc: EDA

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 74,500	\$ 0	\$ 74,500	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: K698381, Grant Code 1055, Workforce Innovation and Opportunity Act (WIOA) Funds 100%			Budget Adjustment:	No
			For Fiscal Year:	2017/2018

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The California Workforce Development Board (CWDB) has earmarked funds to provide regional training to workforce development staff and implement regional planning activities under the Workforce Innovation and Opportunity Act (WIOA). Riverside County and San Bernardino County comprise the Inland Empire region and officially function as the Inland Empire Regional Planning Unit (IERPU) to coordinate strategic planning efforts. The Riverside County Workforce Development Department successfully competed in a grant Request for Proposal (RFP) held by the CWDB to obtain regional training funds and was awarded \$208,154. The proposal specifies that program funds will be shared between the two counties.

The IERPU created a vision statement for the region to set the strategic direction for planning and implementation of the regional plan. The workforce development vision for the Inland Empire is a reinvented regional system that engages business and industry in identifying high quality jobs and designing training programs to prepare a competitive workforce. The IERPU partners will prepare the workforce by ensuring that services address barriers to employment and promote educational attainment to create pathways from dependency to prosperity. With an established history of collaboration, the IERPU embraces the vision by creating a regional workforce system through programs and services that are coordinated, aligned and integrated.

The Regional Plan Development and Training Coordination Grant funded the creation of the Inland Empire Regional Plan and the remaining funds will support system-wide collaboration in both counties, providing \$74,500 under the contract for plan implementation activities in San Bernardino County, such as career pathway development, industry sector strategies, regional organizing and braiding resources. The proposed Service Agreement for Inland Empire Regional Planning Unit Workforce Innovation and Opportunity Act Regional Plan Development and Training Coordination between the County of Riverside and County of San Bernardino (Agreement) is attached. The proposed Agreement term is from December 20, 2017 to March 31, 2018, with a not to exceed contract amount of \$74,500.

Proposed Contractor	Scope of Work	Total Cost
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**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

San Bernardino Workforce Development Department	<p>The scope of work for this effort encompasses:</p> <ol style="list-style-type: none"> 1. Support IERPU efforts through implementation of the WIOA Regional Plan, building on SlingShot coalition compacts, engaging employers as leaders and champions. 2. Work with the State Board to engage the workforce, business, labor, education and economic development partners to encourage and support industry engagement, system alignment, and collaboration across the workforce development system. 3. Activities to incentivize regional capacity building and infrastructure development in the IERPU in support of WIOA. 	\$54,500
San Bernardino Workforce Development Department	<ol style="list-style-type: none"> 1. Enhancing and improving the services provided through the local America's Job Center of California (AJCC) system through utilization of identified trainings within the three identified regional industry sectors. 	\$20,000
TOTAL AMOUNT NOT TO EXCEED		\$74,500

The proposed Agreement was reviewed and determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), Common Sense, General Rule Exemption. The project relates to the provision of career pathway development, industry sector strategies, regional organizing and braiding resources, and it can be seen with certainty that there is no possibility that the aforementioned services may have a significant effect on the environment, and will not lead to any direct or reasonably indirect physical environmental impacts, as they will have purely financial and administrative impacts. Staff will file a Notice of Exemption with the Clerk upon approval of the Service Agreement by the Board of Supervisors.

Impact on Residents and Businesses

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

WIOA is designed to help job seekers access employment, education and support services to compete in the labor market and to fulfill employers' need for skilled workers. WIOA programs help job seekers connect to good jobs and acquire the skills and credentials needed to obtain them. WIOA enhances the American Job Center system and ensures it is job-driven, responding to the needs of employers and preparing workers for jobs that are available now and in the future.

The funds from the CWDB will benefit state partners in assembling a much larger, multi-agency pool of funding that can be used to support continuing strategy development in support of impacting the big issues that regional collaborations identify. Based on what can be assembled, it is envisioned that IERPU may periodically seek additional funding as strategies are implemented and next stage approaches are timely to sustain and grow the impact of their efforts.

Additional Fiscal Information

No County costs will be incurred and no budget adjustment is required at this time. 100% of the funds are derived from WIOA.

The total contract amount will not exceed \$74,500; all costs will be incurred in fiscal years 2017/2018. Please refer to the attached Service Agreement.

Contract History and Price Reasonableness

Price reasonableness was established by a review of current rates for consultants offering similar services. Cost analysis of the proposed Cost Plan demonstrated the reasonableness of the cost of the project elements; that they are allowable, and reflect sound business practices.

ATTACHMENT:

- Service Agreement for Inland Empire Regional Planning Unit Workforce Innovation
- Opportunity Act Regional Plan Development and Training Coordination, including exhibits

RF:HM:CH:LS:TP MT 5719


Nehini Basina, Principal Management Analyst 12/6/2017

SERVICE AGREEMENT

For

**Inland Empire Regional Planning Unit Workforce Innovation and Opportunity Act
Regional Plan Development and Training Coordination**

Between

COUNTY OF RIVERSIDE

And

COUNTY OF SAN BERNARDINO



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Agreement Number: 12/20/2017 to 3/31/ 2018 – IERPU WIOA Regional Plan
Development and Training Coordination

1 This Service Agreement for Inland Empire Regional Planning Unit Workforce
2 Innovation and Opportunity Act (WIOA) Regional Plan Development and Training
3 Coordination (Agreement), is made and entered into this 20th day of December 2017,
4 by and between San Bernardino County through its Economic Development Agency's
5 Workforce Development Department, (SUBCONTRACTOR) and the County of
6 Riverside, a political subdivision of the State of California, by and through its Economic
7 Development Agency (EDA), Workforce Development Division (WDD), (COUNTY).
8 COUNTY and SUBCONTRACTOR are individually referred to as "Party" and collectively
9 as "Parties," herein.

RECITALS

11 WHEREAS, the COUNTY has entered into a grant agreement with the State of
12 California, hereinafter referred to as the "Grantor," pursuant to the Workforce Innovation
13 and Opportunity Act of 2014 (WIOA);

14 WHEREAS, the Riverside County Workforce Development Board (RCWDB)
15 provides oversight for the COUNTY's WIOA programs, including, but not limited to
16 meeting State workforce performance goals, while addressing the workforce needs of
17 the local economy in Riverside County; and

18 WHEREAS, the Grantor designated the RCWDB and the San Bernardino County
19 Workforce Development Board (SBCWDB) as the Inland Empire Regional Planning Unit
20 ("IERPU");

21 WHEREAS, on behalf of the IERPU, the COUNTY applied for the WIOA Regional
22 Plan Development and Training Coordination funding;

23 WHEREAS, the Grantor designated the COUNTY as the administrative lead for
24 an award of \$208,154 to be used for regional planning, development, and
25 implementation; and

26 WHEREAS, the COUNTY desires to contract with SUBCONTRACTOR based on
27 SUBCONTRACTOR's expertise, special skills, knowledge and experience in regional
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Agreement Number: 12/20/2017 to 3/31/ 2018 – IERPU WIOA Regional Plan
Development and Training Coordination

1 workforce planning for local areas, including, but not limited to accomplishing goals of
2 the IERPU, as more specifically set forth in the Agreement below.

3 NOW THEREFORE, based upon the foregoing Recitals and for good and
4 valuable consideration, the receipt and sufficiency of which is acknowledged by all
5 Parties, the COUNTY and SUBCONTRACTOR hereby agree as follows:

6 **1. Description of Services**

7 **1.1** The SUBCONTRACTOR shall provide regional plan implementation
8 services as outlined and specified in the SCOPE of SERVICES, attached hereto as
9 Exhibit "A" and incorporated by this reference, for the not to exceed fee set forth in
10 Paragraph 3.1 below.

11 **1.2** The SUBCONTRACTOR represents that it has the experience, personnel,
12 equipment, and facilities necessary to fully and adequately perform under this Agreement
13 and the COUNTY relies upon this representation. The SUBCONTRACTOR shall perform to
14 the reasonable satisfaction of the COUNTY.

15 **1.3** The SUBCONTRACTOR affirms that it is fully apprised of all of the work to be
16 performed under this Agreement; and the SUBCONTRACTOR agrees it can properly
17 perform this work for the compensation stated in Paragraph 3.1. The SUBCONTRACTOR
18 shall not to perform services or provide products that are not permitted by this Agreement,
19 unless this Agreement is first amended in writing by the Parties pursuant to Paragraph 4.1
20 and 21.8 below.

21 **1.4** Acceptance by the COUNTY of SUBCONTRACTOR'S performance under
22 this Agreement does not operate as a release of the SUBCONTRACTOR'S responsibility
23 for full compliance with the terms of this Agreement.

24 **2. Term**

25 **2.1** This Agreement shall commence on December 20, 2017 and expire on
26 March 31, 2018, unless terminated earlier or otherwise modified by the Parties.

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1 **3. Compensation**

2 **3.1** The COUNTY shall pay SUBCONTRACTOR for services performed, and
3 expenses incurred for the SCOPE OF SERVICES defined in Exhibit "A" pursuant to the
4 Payment Schedule set forth in Exhibit "B" attached hereto and incorporated herein by
5 this reference. Payment by COUNTY to SUBCONTRACTOR shall not exceed \$74,500,
6 including all expenses. The COUNTY is not responsible for any fees or costs incurred
7 above or beyond the contracted amount and shall have no obligation to purchase any
8 specified amount of services or products, unless agreed to by the Parties in writing.

9 **3.2** The SUBCONTRACTOR shall be paid only in accordance with an invoice
10 submitted to the COUNTY by SUBCONTRACTOR conforming to Exhibit "C" attached
11 hereto and incorporated herein by this reference, and COUNTY shall pay the invoice within
12 thirty (30) working days from the date of receipt of the invoice. Payment shall be made to
13 SUBCONTRACTOR only after services have been rendered and acceptance has been
14 made by COUNTY.

15 a) Each invoice shall contain a minimum of the following information:
16 invoice number and date; remittance address; itemization of the description of the work
17 (hourly rate and extensions, if applicable); and an invoice total and shall conform to the
18 Invoice Form attached hereto as Exhibit "C". Each invoice shall be mailed to the following
19 address:

20 County of Riverside Economic Development Agency
21 Workforce Development Division
22 1325 Spruce Street, Suite 110
23 Riverside, CA 92507

24 **3.3** The COUNTY obligation for payment of this Agreement beyond the current
25 fiscal year end is contingent upon and limited by the availability of the COUNTY funding
26 from which payment can be made. No legal liability on the part of the COUNTY shall
27 arise for payment beyond June 30 of each calendar year unless funds are made
28 available for such payment. In the event that such funds are not forthcoming for any

1 reason, the COUNTY shall immediately notify the SUBCONTRACTOR in writing; and
2 this Agreement shall be deemed terminated and have no further force and effect.

3 **4. Alteration or Changes to the Agreement**

4 **4.1** The Parties may, through their authorized representatives, by written
5 agreement, modify this Agreement.

6 **5. Termination**

7 **5.1** The COUNTY or SUBCONTRACTOR may terminate this Agreement
8 without cause upon 30 days written notice stating the extent and effective date of
9 termination.

10 **5.2** The COUNTY may, upon five (5) days written notice, terminate this
11 Agreement for the SUBCONTRACTOR'S default, if the SUBCONTRACTOR refuses or
12 fails to comply with the terms of this Agreement or fails to make progress so as to
13 endanger performance and does not immediately cure such failure. In the event of such
14 termination, the COUNTY may proceed with the work in any manner deemed proper by
15 the COUNTY.

16 **5.3** After receipt of the notice of termination, the SUBCONTRACTOR shall:

17 (a) Stop all work under this Agreement on the date specified in the
18 notice of termination; and

19 (b) Transfer to the COUNTY and deliver in the manner as directed by
20 the COUNTY any materials, reports or other products which, if the Agreement had been
21 completed or continued, would have been required to be furnished to the COUNTY.

22 **5.4** After termination, the COUNTY shall make payment only for the
23 SUBCONTRACTOR'S performance up to the date of termination in accordance with this
24 Agreement. In such event, the SUBCONTRACTOR shall not be entitled to any further
25 compensation under this Agreement

1 **5.5** The rights and remedies of the COUNTY provided in this section shall not
2 be exclusive and are in addition to any other rights and remedies provided by law or this
3 Agreement.

4 **6. Ownership/Use of Contract Materials and Products**

5 The SUBCONTRACTOR agrees that all materials, reports or products in any
6 form, including electronic, created by the SUBCONTRACTOR for which the
7 SUBCONTRACTOR has been compensated by the COUNTY pursuant to this
8 Agreement shall be the property of SUBCONTRACTOR, COUNTY and Grantor; and
9 may be used by the Parties for any purpose a Party deems to be appropriate, including,
10 but not limited to, duplication and/or distribution within the COUNTY or to third parties.
11 The SUBCONTRACTOR agrees not to release or circulate in whole or part such
12 materials, reports or products without prior written notice to the COUNTY.

13 **7. Conduct of the SUBCONTRACTOR**

14 **7.1** The SUBCONTRACTOR covenants that it presently has no interest,
15 including, but not limited to, other projects or contracts, and shall not acquire any such
16 interest, direct or indirect, which would conflict in any manner or degree with the
17 SUBCONTRACTOR'S performance under this Agreement. The SUBCONTRACTOR
18 further covenants that no person or subcontractor having any such interest shall be
19 employed or retained by SUBCONTRACTOR under this Agreement. The
20 SUBCONTRACTOR agrees to inform the COUNTY of all SUBCONTRACTOR'S
21 interests, if any, which are or may be perceived as incompatible with the COUNTY'S
22 interests.

23 **7.2** The SUBCONTRACTOR shall not, under circumstances which could be
24 interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept
25 any gratuity or special favor from individuals or firms with whom the SUBCONTRACTOR
26 is doing business or proposing to do business, in accomplishing the work under this
27 Agreement.

1 7.3 The SUBCONTRACTOR or its employees shall not offer gifts, gratuity,
2 favors, and entertainment directly or indirectly to COUNTY employees.

3 **8. Inspection of Services**

4 8.1 All performance shall be subject to inspection by the COUNTY. The
5 SUBCONTRACTOR shall provide adequate cooperation to the COUNTY representative
6 to permit him/her to determine the SUBCONTRACTOR'S conformity with the terms of
7 this Agreement. If any services performed or products provided by the
8 SUBCONTRACTOR are not in conformance with the terms of this Agreement, the
9 COUNTY shall have the right to require the SUBCONTRACTOR to perform the services
10 or provide the products in conformance with the terms of the Agreement at no additional
11 cost to the COUNTY. When the services to be performed or the products to be provided
12 are of such nature that the difference cannot be corrected, the COUNTY shall have the
13 right to: (1) require the SUBCONTRACTOR immediately to take all necessary steps to
14 ensure future performance in conformity with the terms of the Agreement; and/or (2)
15 reduce the Agreement price to reflect the reduced value of the services performed or
16 products provided. The COUNTY may also terminate this Agreement for default and
17 charge to the SUBCONTRACTOR any costs incurred by the COUNTY because of the
18 SUBCONTRACTOR'S failure to perform.

19 8.2 The SUBCONTRACTOR shall establish adequate procedures for self-
20 monitoring to ensure proper performance under this Agreement; and shall permit a
21 COUNTY representative to monitor, assess or evaluate the SUBCONTRACTOR'S
22 performance under this Agreement at any time upon reasonable notice to the
23 SUBCONTRACTOR.

24 **9. Independent Contractor**

25 The SUBCONTRACTOR is, for purposes relating to this Agreement, an
26 independent contractor and shall not be deemed an employee of the COUNTY. It is
27 expressly understood and agreed that the SUBCONTRACTOR (including its employees,
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Agreement Number: 12/20/2017 to 3/31/ 2018 – IERPU WIOA Regional Plan
Development and Training Coordination

1 agents and subcontractor's) shall in no event be entitled to any benefits to which the
2 COUNTY employees are entitled, including but not limited to overtime, any retirement
3 benefits, worker's compensation benefits, and injury leave or other leave benefits. There
4 shall be no employer-employee relationship between the parties; and the
5 SUBCONTRACTOR shall hold the COUNTY harmless from any and all claims that may
6 be made against the COUNTY based upon any contention by a third party that an
7 employer-employee relationship exists by reason of this Agreement. It is further
8 understood and agreed by the parties that the SUBCONTRACTOR in the performance
9 of this Agreement is subject to the control or direction of the COUNTY merely as to the
10 results to be accomplished and not as to the means and methods for accomplishing the
11 results.

12 **10. Subcontract for Work or Services**

13 No contract shall be made by the SUBCONTRACTOR with any other party for
14 furnishing any of the work or services under this Agreement without the prior written
15 approval of the COUNTY; but this provision shall not require the approval of contracts of
16 employment between the SUBCONTRACTOR and personnel assigned under this
17 Agreement, or for parties named in the proposal and agreed to under this Agreement.

18 **11. Disputes**

19 **11.1** The parties shall attempt to resolve any disputes amicably at the working
20 level. If that is not successful, the dispute shall be referred to the senior management of
21 the parties.

22 **11.2** Prior to the filing of any legal action related to this Agreement, the parties
23 shall be obligated to attend a mediation session in Riverside County before a neutral
24 third party mediator. A second mediation session shall be required if the first session is
25 not successful. The parties shall share the cost of the mediations. The parties shall
26 jointly select a mediator acceptable to the SUBCONTRACTOR and COUNTY. The
27 mediation shall take place in Riverside County. Each party shall be responsible for its
28

Agreement Number: 12/20/2017 to 3/31/ 2018 – IERPU WIOA Regional Plan
Development and Training Coordination

1 own legal fees and other expenses incident to the preparation for mediation. If the
2 dispute cannot be resolved by mediation, neither COUNTY nor SUBCONTRACTOR
3 waives their rights to bring the appropriate legal action in a court of competent jurisdiction
4 within the County of Riverside.

5 **12. Reserved.**

6 **13. Non-Discrimination**

7 The Parties shall comply with any and all applicable laws pertaining to
8 discrimination. The Parties shall not be discriminate in the provision of services,
9 allocation of benefits, accommodation in facilities, or employment of personnel on the
10 basis of ethnic group identification, race, religious creed, color, national origin, ancestry,
11 physical handicap, medical condition, sexual orientation, marital status or sex in the
12 performance of this Agreement; and, to the extent they shall be found to be applicable
13 hereto, shall comply with the provisions of the California Fair Employment Practices Act
14 (commencing with Section 1410 of the Labor Consultant), the Federal Civil Rights Act of
15 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.)
16 and all other applicable laws or regulations.

17 The Parties agree to comply with the Americans with Disabilities Act (ADA) of
18 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability,
19 and all applicable federal and state laws and regulations, guidelines, and interpretations
20 issued hereto in the execution of the duties and responsibilities under the Agreement.

21 **14. Record Retention and Documents**

22 The SUBCONTRACTOR agrees to retain all records pertaining to this Agreement
23 under Workforce Innovation and Opportunity Act (WIOA) programs for a period of seven
24 (7) years after termination of this Agreement. If, at the end of seven (7) years, there is
25 an ongoing litigation or an audit involving those records, the SUBCONTRACTOR shall
26 retain the records until the resolution of such litigation or audit is completed. The
27 Department of Labor, the Grantee, and the COUNTY reserve the right to monitor and
28

Agreement Number: 12/20/2017 to 3/31/ 2018 – IERPU WIOA Regional Plan
Development and Training Coordination

1 visit, announced or unannounced, the SUBCONTRACTOR'S facilities at any time during
2 normal business hours. The monitoring shall be conducted in accordance with the
3 COUNTY WIOA Monitoring Guide and WIOA State Directives.

4 **15. Confidentiality**

5 **15.1** The SUBCONTRACTOR shall not use for personal gain or make other
6 improper use of privileged or confidential information which is acquired in connection
7 with this Agreement. The term "privileged or confidential information" includes but is not
8 limited to: unpublished or sensitive technological or scientific information; medical,
9 personnel, or security records; anticipated material requirements or pricing/purchasing
10 actions; the COUNTY information or data which is not subject to public disclosure;
11 COUNTY operational procedures; and knowledge of selection of contractors,
12 subcontractors or suppliers in advance of official announcement.

13 **15.2** The SUBCONTRACTOR shall protect from unauthorized disclosure
14 names and other identifying information concerning persons receiving services pursuant
15 to this Agreement, except for general statistical information not identifying any person.
16 The SUBCONTRACTOR shall not use such information for any purpose other than
17 carrying out the SUBCONTRACTOR'S obligations under this Agreement. The
18 SUBCONTRACTOR shall promptly transmit to the COUNTY all third party requests for
19 disclosure of such information. The SUBCONTRACTOR shall not disclose, except as
20 otherwise specifically permitted by this Agreement or authorized in advance in writing by
21 the COUNTY, any such information to anyone other than the COUNTY. For purposes
22 of this paragraph, identity shall include, but not be limited to, name, identifying number,
23 symbol, or other identifying particular assigned to the individual, such as finger or voice
24 print or a photograph.

25 **16. Authorized Representatives**

26 The Assistant County Executive Officer of the Economic Development
27 Agency/Workforce Development Division, or designee, shall administer this Agreement
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Agreement Number: 12/20/2017 to 3/31/ 2018 – IERPU WIOA Regional Plan
Development and Training Coordination

1 on behalf of the COUNTY. The Deputy Executive Officer of Workforce and Economic
2 Development or the Director of Workforce Development shall administer this Agreement
3 on behalf of the SUBCONTRACTOR.

4 **17. Force Majeure**

5 If either party is unable to comply with any provision of this Agreement due to
6 causes beyond its reasonable control, and which could not have been reasonably
7 anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such
8 party shall not be held liable for such failure to comply, provided the other party receives
9 written notice of such force majeure event no later than 30 days from the date such event
10 commenced

11 **18. EDD Reporting Requirements**

12 In order to comply with child support enforcement requirements of the State of
13 California, the COUNTY may be required to submit a Report of Independent
14 SUBCONTRACTOR (s) form DE 542 to the Employment Development Department
15 ("EDD"). The SUBCONTRACTOR agrees to furnish the required data and certifications
16 to the COUNTY within 10 days of notification of award of Agreement when required by
17 the EDD. This data will be transmitted to governmental agencies charged with the
18 establishment and enforcement of child support orders. Failure of the
19 SUBCONTRACTOR to timely submit the data and/or certificates required may result in
20 the contract being awarded to another SUBCONTRACTOR. In the event a contract has
21 been issued, failure of the SUBCONTRACTOR to comply with all federal and state
22 reporting requirements for child support enforcement or to comply with all lawfully served
23 Wage and Earnings Assignments Orders and Notice of Assignment shall constitute a
24 material breach of Agreement. If the SUBCONTRACTOR has any questions concerning
25 this reporting requirement, please call (916) 657-0529. The SUBCONTRACTOR should
26 also contact the local Employment Tax Customer Service Office listed in the telephone
27 directory in the State Government section under "Employment Development
28

Agreement Number: 12/20/2017 to 3/31/ 2018 – IERPU WIOA Regional Plan
Development and Training Coordination

1 Department” or access their Internet site at www.edd.ca.gov.

2 **19. Hold Harmless/Indemnification**

3 **19.1** It is understood and agreed that, pursuant to Government Code
4 Section 895.4, the SUBCONTRACTOR shall fully defend, indemnify and save
5 harmless COUNTY, its officers, employees and contractors from all claims, suits
6 or actions of every name, kind and description brought for or on account of injury
7 occurring by reason of anything done or omitted to be done by the
8 SUBCONTRACTOR under or in connection with any work, authority or jurisdiction
9 delegated to SUBCONTRACTOR under this Agreement.

10 **19.2** It is understood and agreed that, pursuant to Government Code
11 Section 895.4, COUNTY shall fully defend, indemnify and save harmless the
12 SUBCONTRACTOR, the COUNTY, and their officers, employees and contractors
13 from all claims, suits or actions of every name, kind and description brought for or
14 an account of injury occurring by reason of anything done or omitted to be done
15 by COUNTY under or in connection with any work, authority or jurisdiction
16 delegated to COUNTY under this AGREEMENT.

17 **19.3** In the event either Party is found to be comparatively at fault for any
18 claim action, loss or damage which results from their respective obligations under
19 this Agreement, that Party shall indemnify the other to the extent of its
20 comparative fault. Furthermore, if either Party attempts to seek recovery from the
21 other for Workers’ Compensation benefits paid to an employee, the Parties agree
22 that any alleged negligence of the employee shall not be construed against the
23 employer of that employee.

24 **19.4** The indemnification and defense obligations of this Agreement shall
25 survive its expiration or termination.

26 **20. Insurance**

Agreement Number: 12/20/2017 to 3/31/ 2018 – IERPU WIOA Regional Plan
Development and Training Coordination

1 COUNTY and SUBCONTRACTOR represent that they have sufficient insurance
2 coverage for purposes of Professional Liability, General Liability, Automobile Liability and
3 Workers' Compensation and warrant that through their respective insurance programs,
4 they have adequate coverage or resources to protect against liabilities arising out of the
5 performance of the terms, conditions or obligations of this Agreement.

6 **21. General**

7 **21.1** The SUBCONTRACTOR shall not delegate or assign any interest in this
8 Agreement, whether by operation of law or otherwise, without the prior written consent
9 of COUNTY. Any assignment or purported assignment of this Agreement by
10 SUBCONTRACTOR without the prior written consent of COUNTY will be deemed void
11 and of no force or effect.

12 **21.2** Any waiver by the COUNTY of any breach of any one or more of the terms
13 of this Agreement shall not be construed to be a waiver of any subsequent or other
14 breach of the same or of any other term of this Agreement. Failure on the part of the
15 COUNTY to require exact, full and complete compliance with any terms of this
16 Agreement shall not be construed as in any manner changing the terms or preventing
17 the COUNTY from enforcement of the terms of this Agreement.

18 **21.3** In the event the SUBCONTRACTOR receives payment under this
19 Agreement which is later disallowed by the COUNTY for nonconformance with the terms
20 of the Agreement, the SUBCONTRACTOR shall promptly refund the disallowed amount
21 to the COUNTY on request; or at its option the COUNTY may offset the amount
22 disallowed from any payment due to the SUBCONTRACTOR.

23 **21.4 Reserved.**

24 **21.5** The SUBCONTRACTOR shall comply with all applicable Federal, State and
25 local laws and regulations. The SUBCONTRACTOR will comply with all applicable
26 COUNTY policies and procedures. In the event that there is a conflict between the
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Agreement Number: 12/20/2017 to 3/31/ 2018 – IERPU WIOA Regional Plan
Development and Training Coordination

1 various laws or regulations that may apply, the SUBCONTRACTOR shall comply with
2 the more restrictive law or regulation.

3 **21.6** The SUBCONTRACTOR shall comply with all requirements of the
4 Occupational Safety and Health Administration (OSHA) standards and
5 SUBCONTRACTOR as set forth by the U.S. Department of Labor and the State of
6 California (Cal/OSHA).

7 **21.7** This Agreement shall be governed by the laws of the State of California.
8 Any legal action related to the performance or interpretation of this Agreement shall be
9 filed only in the Superior Court of the State of California located in Riverside, California,
10 and the parties waive any provision of law providing for a change of venue to another
11 location. In the event any provision in this Agreement is held by a court of competent
12 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will
13 nevertheless continue in full force without being impaired or invalidated in any way.

14 **21.8** This Agreement, including any attachments or exhibits, constitutes the
15 entire Agreement of the parties with respect to its subject matter and supersedes all prior
16 and contemporaneous representations, proposals, discussions and communications,
17 whether oral or in writing. This Agreement may be changed or modified only by a written
18 amendment signed by authorized representatives of both parties. No oral understanding
19 or agreement not incorporated herein shall be binding on any of the parties hereto.

20 **21.9 Reserved.**

21 **21.10** Unless otherwise provided in terms of the Grant or the Agreement, when
22 copyrighted material is developed in the course of or under this Agreement, the author
23 and the COUNTY which developed the work are free to copyright material or to permit
24 others to do so. The COUNTY and the Workforce Development Board shall have a
25 royalty-free, non-exclusive and irrevocable license to produce, publish, and use and to
26 authorize other to use all copyrighted material.

Agreement Number: 12/20/2017 to 3/31/ 2018 – IERPU WIOA Regional Plan
Development and Training Coordination

1 **21.11** All original reports, preliminary findings, or data assembled or compiled by
2 SUBCONTRACTOR under this Agreement become the property of the COUNTY. The
3 COUNTY reserves the right to authorize others to use or reproduce such materials.
4 Therefore, such materials may not be circulated in whole or in part, nor released to the
5 public, without the direct authorization of the COUNTY.

6 **21.12** Any waiver by COUNTY of any breach of any one or more of the terms of
7 this Agreement shall not be construed to be a waiver of any subsequent or other breach
8 of the same or of any other term thereof. Failure on the part of the COUNTY to require
9 exact, full and complete compliance with any terms of this Agreement shall not be
10 construed as in any manner changing the terms hereof or stopping COUNTY from
11 enforcement hereof.

12 **21.13** Executive Order 12549, Debarment and Suspension, 34 CFR Part 85,
13 Section 85.510 (Lower Tier). The SUBCONTRACTOR certifies that neither it nor its
14 principals are presently debarred, suspended, proposed for debarment, declared
15 ineligible, or voluntarily excluded from participation in this transaction by any Federal
16 department or agency. Where the SUBCONTRACTOR is unable to certify to any of the
17 statements in this certification, SUBCONTRACTOR shall attach an explanation to this
18 Agreement.

19 **21.14** The SUBCONTRACTOR shall assure that funds provided by this
20 Agreement must be used exclusively for activities that are authorized under WIOA. Co-
21 mingling and/or diverting of funds to support the activities of other programs are not
22 authorized. Documentation supporting expenditures will be kept on file at the
23 SUBCONTRACTOR'S office and made available at all times for audit and monitoring
24 purposes for a period of no less than seven (7) years after the COUNTY makes final
25 payment and all pending matters are closed

26 **21.15** The SUBCONTRACTOR will comply with controls, recordkeeping and
27 accounting procedure requirements of WIOA, federal and state regulations and
28

Agreement Number: 12/20/2017 to 3/31/ 2018 – IERPU WIOA Regional Plan
Development and Training Coordination

1 directives to ensure the proper accounting for funds paid under this Agreement. At such
2 times and in such form, the COUNTY may require statements, records, reports, data and
3 information pertaining to this Agreement be maintained on file for purpose of an audit or
4 examination. Retention of all records for seven (7) years after the County makes final
5 payment and all other pending matters are closed, is required.

6 **21.16** The SUBCONTRACTOR shall establish and implement appropriate
7 internal management procedures to prevent fraud, abuse and criminal activity. Further,
8 the SUBCONTRACTOR shall establish a reporting process to ensure that the COUNTY
9 is notified immediately of any allegation of WIOA-related fraud, abuse or criminal activity
10 or any suspected or proven fraud, abuse or criminal acts committed by staff or
11 participants. If the allegation is of any emergency and/or fiscal nature, it shall be reported
12 to the COUNTY'S Administration Unit at (951) 955-3100, and immediately thereafter, a
13 written report shall be submitted. Proof of such report will be maintained in the
14 SUBCONTRACTOR'S file.

15 **21.17** Should the SUBCONTRACTOR fail to perform the services as outlined in
16 Exhibit A, the COUNTY and the SUBCONTRACTOR will meet and confer to modify the
17 Scope of Services and compensation arrangements.

18 **21.18** SUBCONTRACTOR represents and warrants that SUBCONTRACTOR is
19 registered to do business in the State of California with the California Secretary of State.

20 **21.19** All correspondence and notices required or contemplated by this
21 Agreement shall be delivered to the respective parties at the addresses set forth below
22 and are deemed submitted one (1) day after their deposit in the United States Mail,
23 postage prepaid.

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Agreement Number: 12/20/2017 to 3/31/ 2018 – IERPU WIOA Regional Plan
Development and Training Coordination

1 County of Riverside Economic
2 Development Agency/Workforce
3 Development Division
4 1325 Spruce Street, Suite 110
5 Riverside, CA 92507
6 Attention: Carrie Harmon,
7 Director of Workforce Development

SUBCONTRACTOR;
San Bernardino County
Workforce Development Department
Administration
290 North D Street, Suite 600
San Bernardino, CA 92415-0046

8
9 [Remainder of Page Intentionally Blank]

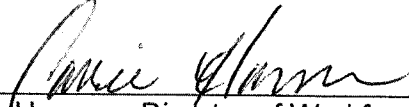
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12 [Signatures on Following Page]

Agreement Number: 12/20/2017 to 3/31/ 2018 – IERPU WIOA Regional Plan
Development and Training Coordination

1 IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized
2 representatives to execute this Agreement as of the dates set forth below.

3
4 **COUNTY:**

5 COUNTY OF RIVERSIDE, a political
6 subdivision of the State of California, by
7 and through its Economic Development
8 Agency/Workforce Division

9 By: 
10 Carrie Harmon, Director of Workforce
11 Development

12 Dated: 12-4-17

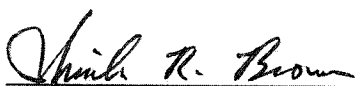
4 **SUBCONTRACTOR:**

County of San Bernardino

By: _____
Robert A. Lovingood, Chairman Board
of Supervisors

Dated: _____

14 APPROVED AS TO FORM:
15 Gregory P. Priamos
16 County Counsel

17 By: 
18 Jhaila Brown,
19 Deputy County Counsel

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By: _____
Deputy

EXHIBIT A

SCOPE OF SERVICE

A. Purpose:

During the term of the Service Agreement for IERPU WIOA Regional Plan Development and Training Coordination entered into between San Bernardino County Workforce Development Department (SUBCONTRACTOR) and the County of Riverside (COUNTY), SUBCONTRACTOR shall work with EDAWDD staff and the California Workforce Development Board (CWDB) staff to deepen regional collaborations, develop and build workforce/education/economic development partnerships, engage employers as full partners in the workforce system, and support the implementation of regional activities in the IERPU.

B. Description of services/deliverables:

The SUBCONTRACTOR shall implement activities of the IERPU Workforce Innovation and Opportunity Act Regional Plan to support system-wide collaboration in both counties, providing \$74,500 under the contract for plan implementation activities in San Bernardino County, such as:

- Career pathway development,
- Sector strategies,
- Regionally organizing, and
- Braiding Resources.

Agreement Number: 12/20/2017 to 3/31/ 2018 – IERPU WIOA Regional Plan
Development and Training Coordination

EXHIBIT B

PAYMENT SCHEDULE

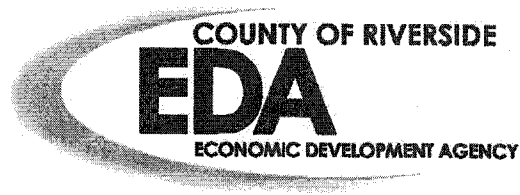
Proposed Scope of work	Product or Outcome
<p>The scope of work for this effort encompasses:</p> <ol style="list-style-type: none"> 1. Support IERPU efforts through implementation of the IERPU WIOA Regional Plan, building on SlingShot coalition compacts, engaging employers as leaders and champions. 2. Work with the State Board to engage the workforce, business, labor, education and economic development partners to encourage and support industry engagement, system alignment, and collaboration across the workforce development system. 3. Activities to incentivize regional capacity building and infrastructure development in the IERPU in support of WIOA. 	<p>Specifically, progress and success will be measured by IERPU regional planning outcomes:</p> <ol style="list-style-type: none"> 1. <ol style="list-style-type: none"> A. Identification of gaps in WIOA Regional Plans and development of plan/compact to address gaps. B. Unified implementation of IERPU Regional Workforce Development Plan 2017-2020. C. Increased training for capacity/local technical assistance, planning and local board development to incorporate strategies for system alignment. 2. Unified regional business and partners outreach/engagement, and employers as leaders and champions. 3. <ol style="list-style-type: none"> A. Increased capacity of local board staff and partners through cross-training and cost sharing. B. Increased efficiencies and reduced duplication through regional cooperation.
FY 2017/2018	\$54,500
<ol style="list-style-type: none"> 4. Enhancing and improving the services provided through the local America's Job Center of California (AJCC) system through utilization of identified trainings within the three identified regional industry sectors. 	<ol style="list-style-type: none"> 4. Increased training to create upward mobility for all Californians and demand driven skill attainment.
FY 2017/2018	\$20,000
TOTAL NOT TO EXCEED	\$74,500

EXHIBIT C

INVOICE FORM TO BE PROVIDED ON LETTERHEAD

SUBCONTRACTOR Name:		
Mailing/Remittance Address: County of Riverside Economic Development Agency Workforce Development Division 1325 Spruce Street, Suite 110 Riverside, CA 92507 Attention: T. Pham		
Invoice Number:		
<u>Payment Request for Services Rendered</u>		
Date	Deliverable	Cost
Total for this Invoice:		\$

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Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

12/18/17
Date

[Signature]
Initial

NOTICE OF EXEMPTION

December 4, 2017

Project Name: County of Riverside, Economic Development Agency (EDA) Workforce Development Division Service Agreement for Inland Empire Regional Planning Unit Workforce Innovation and Opportunity Act Regional Plan Development and Training Coordination between the County of Riverside and County of San Bernardino, Program Years 2017/2018

Project Number: 1900300000

Project Location: Riverside and San Bernardino Countywide

Description of Project:

The California Workforce Development Board (CWDB) has earmarked funds to provide regional training to workforce development staff and implement regional planning activities under the Workforce Innovation and Opportunity Act (WIOA). Riverside County and San Bernardino County comprise the Inland Empire region and officially function as the Inland Empire Regional Planning Unit (IERPU) to coordinate strategic planning efforts. The Riverside County Workforce Development Department successfully competed in a grant Request for Proposal (RFP) held by the CWDB to obtain regional training funds and was awarded \$208,154. The proposal specifies that program funds will be shared between the two counties.

The workforce development vision for the Inland Empire is a reinvented regional system that engages business and industry in identifying high quality jobs and designing training programs to prepare a competitive workforce. The IERPU partners will prepare the workforce by ensuring that services address barriers to employment and promote educational attainment to create pathways from dependency to prosperity. The Regional Plan Development and Training Coordination Grant will support system-wide collaboration in both counties, providing \$74,500 under the contract for plan implementation activities in San Bernardino County, such as career pathway development, industry sector strategies, regional organizing and braiding resources. The proposed Service Agreement for Inland Empire Regional Planning Unit Workforce Innovation and Opportunity Act Regional Plan Development and Training Coordination between the County of Riverside and County of San Bernardino (Agreement) will commence on December 20, 2017 and expire on March 31, 2018. The Service Agreement is identified as the proposed Project under the California Environmental Quality Act (CEQA). The Service Agreement allows for the provision of career pathway development, industry sector strategies, regional organizing and braiding resources. No expansion of an existing use will occur. No additional direct or indirect physical environmental impacts are anticipated from the provision of training identified in the Services Agreement.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency and County of San Bernardino.

Exempt Status: State CEQA Guidelines, Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Article 5, Section 15061.

P.O. Box 1180 • Riverside, California • 92502 • T: 951-955-8916 • F: 951-955-6686 www.rivcoeda.org

- Administration
- Aviation
- Business Intelligence
- Cultural Services
- Community Services
- Custodial

- Housing
- Housing Authority
- Information Technology
- Maintenance
- Marketing

- Economic Development
- Edward-Dean Museum
- Environmental Planning
- Fair & National Date Festival
- Foreign Trade
- Graffiti Abatement


- Parking
- Project Management
- Purchasing Group
- Real Property
- Redevelopment Agency
- Workforce Development

Reasons Why Project is Exempt: The proposed Project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause an impact to an environmental resource of hazardous or critical concern nor would the Project include a reasonable possibility of having a significant effect on the environment due to unusual circumstances. The Project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the Services Agreement between the Counties of Riverside and San Bernardino.

- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment. The Services Agreement will provide collaboration, develop and build workforce/education/economic development partnerships, and engage employers in the workforce system, and support the implementation of the IERPU between the Counties of Riverside and San Bernardino. The implementation of this Service Agreement will not result in any direct or indirect physical environmental impacts. The Services Agreement will provide a partnership between the two entities that allow for the continued provision of workforce development services. The Services Agreement will not result in any direct or indirect physical impacts and are limited to purely financial and administrative effects. Therefore, in no way, would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: _____



Date: _____

12/4/17

Mike Sullivan, Senior Environmental Planner
County of Riverside, Economic Development Agency

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Workforce Development Service Agreement for Inland Empire Regional Planning Unit Workforce Innovation and Opportunity Act Regional Plan Development and Training Coordination between the County of Riverside and County of San Bernardino, Program Years 2017/2018

Accounting String: 527780-21550-1900300000

DATE: December 4, 2017

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Economic Development Agency

Signature:  _____

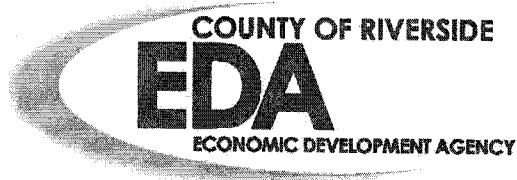
PRESENTED BY: T. Kim Pham, Workforce Development Division, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: _____

DATE: _____

RECEIPT # (S) _____



Date: December 4, 2017

To: Mary Ann Meyer, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject: County of Riverside Economic Development Agency Project
Workforce Development Service Agreement for Inland Empire Regional Planning Unit Workforce Innovation and Opportunity Act Regional Plan Development and Training Coordination between the County of Riverside and County of San Bernardino, Program Years 2017/2018

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to:

Mail Stop #1330

Attention: Mike Sullivan, Senior Environmental Planner,

Economic Development Agency,

3403 10th Street, Suite 400, Riverside, CA 92501

If you have any questions, please contact Mike Sullivan at 955-8009.

Attachment

cc: file