

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



ITEM
3.15
(ID # 6313)

MEETING DATE:

Tuesday, March 27, 2018

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA) / WORKFORCE DEVELOPMENT
DEPARTMENT:

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) / WORKFORCE DEVELOPMENT
DEPARTMENT: Approval of Memorandum of Understanding (MOU) for the Inland
Empire Regional Planning Unit (IERPU) between the County of Riverside and
County of San Bernardino, Program Years 2017-2020, All Districts, [\$2,303,650]
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 Memorandum of Understanding (MOU) for the Inland Empire Regional Planning Unit (IERPU) Workforce Innovation and Opportunity Act Subgrants between the County of Riverside and County of San Bernardino, Program Years 2017-2020, memorializing the agreement to share regional plan implementation funding awarded to the IERPU by the State of California and the California Workforce Development Board (CWDB) and implement regional activities, for a term of April 3, 2018 through June 31, 2021;
3. Authorize the Chairman of the Board of Supervisors to sign the attached MOU;

ACTION: Policy

Robert Field, Assistant County Executive Officer/EDA 3/8/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, 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, Perez and Ashley
Nays: None
Absent: None
Date: March 27, 2018
xc: EDA

Kecia Harper-Ihem
Clerk of the Board

Deputy

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STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

4. Approve the standard template Service Agreement attached as an exhibit to the MOU, to be executed by the County of Riverside (COR) and the County of San Bernardino (COSB) when sharing specific subgrant funds received by the CWDB, each with a scope of work reflecting the terms of the subject subgrant;
5. Authorize the Assistant County Executive Officer/EDA, or designee, to negotiate and sign Service Agreements between COR and COSB for the grants specified in the MOU, conforming to the attached form, subject to County Counsel approval;
6. Authorize the Assistant County Executive Officer/EDA, or designee, to (a) negotiate and amend the MOU for up to an amount not to exceed \$100,000 per grant allotment per year in the event additional subgrant funds are awarded, and (b) to negotiate and sign amendments to the Service Agreements between COR and COSB in the event additional subgrant funds are awarded, provided such amendments (i) do not increase the contract amount by more than \$100,000 annually, and (ii) the term is not increased, subject to County Counsel approval; and
7. Authorize the Assistant County Executive Officer/EDA, or designee, to take all necessary steps to implement the MOU and the Service Agreements, including, but not limited to signing subsequent necessary documents, subject to County Counsel approval.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 2,303,650	\$ 0	\$ 2,303,650	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Federal Workforce Innovation and Opportunity Act (WIOA) Funds 100%			Budget Adjustment:	No
			For Fiscal Year:	2017-2020

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The California Workforce Development Board (CWDB) designated Regional Planning Units made up of Local Workforce Development Boards for the purpose of implementing regional activities under the Workforce Innovation and Opportunity Act (WIOA). The Inland Empire Regional Planning Unit (IERPU) includes the San Bernardino County Workforce Development Board (SBCWDB) and the Riverside County Workforce Development Board (RCWDB). In Spring 2017, the RCWDB and Riverside County Board of Supervisors (BOS) approved the Inland Empire Regional Plan for Program Years 2017-2020 (Regional Plan).

Since inception, the CWDB has awarded a total of \$2,303,650 in regional funds to the IERPU for WIOA regional planning, plan implementation, staff and Workforce Board training, and expansion of the Inland Empire SlingShot Initiative. Each pool of funds supports the work planned under the Regional Plan, and requires sharing of scope and funding with the other partner agency. In order

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to fund the collective activities of the IERPU, the CWDB awards the grants to either Riverside County or San Bernardino County as the administrative and fiscal lead. Each fund has a specific grant term and requires a contract between the two counties in order to implement the activities under the grant. Minor changes in agreement terms or dollar amounts would require further Board approval in both counties, potentially causing delays in the required administration and expenditure of such funds.

In an effort to maximize efficiencies and operate in a fiscally responsible manner, the proposed Memorandum of Understanding (MOU) for the Inland Empire Regional Planning Unit, attached, was created to serve as an umbrella agreement for regional funds including the current funding within the region and other WIOA funding for regional plan activities to coincide with the Regional Plan.

The MOU allows for the sharing of current funds within the IERPU, regardless of the designated administrative lead and will provide a mechanism by which future funds for regional planning, not to exceed \$100,000 above the grant allotment per year, can be shared between the counties. All funding covered in this MOU is provided through WIOA Subgrant agreements which are submitted to the Board for approval. The MOU will be submitted to the Board on an annual basis with an amendment that includes updated grant allotments and an estimation of the amount to be granted by the CWDB within that program year. The term of the MOU coincides with the Regional Plan, plus one year to allow for proper grant allocation and close-out of projects.

Each grant received under the IERPU for regional planning implementation and coordination will be subject to a Service Agreement between the two counties. The Service Agreements will provide a mechanism by which the lead agency can share funds received by the CWDB with the other party and will designate a scope of work and responsibility for each grant. The form of the proposed Service Agreement is attached to the MOU.

Coordination between the County of Riverside and the County of San Bernardino is vital to the introduction of regional funding and the leveraging of resources to the greatest effect to improve the workforce system in the Inland Empire. The IERPU MOU is crucial to the success of the Regional Plan.

Any contract established with IERPU funds covered by the MOU will be presented to the RCWDB Executive Board for appropriate guidance. Regular updates regarding MOU activities will be presented no less than quarterly.

Pursuant to the California Environmental Quality Act (CEQA), the Service Agreement and MOU were reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15061(b) (3), General Rule or "Common Sense" exemption. The Project includes the following: (i) the MOU which allows for the sharing of current funds within the IERPU for regional plan activities, and (ii) the Service Agreements which provide a mechanism by which the lead agency can share funds received by the CWDB with the other party and will designate a

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scope of work and responsibility for each grant, and it can be seen with certainty that there is no possibility that the Project may have a significant effect on the environment, as the aforementioned sharing of grant funds will have purely financial and social-welfare benefits and will not lead to any direct or reasonably indirect physical environmental impacts. A Notice of Exemption will be filed by staff with the County Clerk within 5 days of the approval of the MOU and Service Agreement template.

Staff recommends approval of the proposed MOU and Service Agreement template. The MOU and Service Agreement have been approved as to form by County Counsel.

ATTACHMENT:

- MOU for the IERPU, including exhibits
- Service Agreement Template (attached to MOU)

RF:HM:CH:LT:LS:TP"


Nehini Dasika, Principal Management Analyst 3/19/2018

**MEMORANDUM OF UNDERSTANDING
FOR THE
INLAND EMPIRE REGIONAL PLANNING UNIT
WORKFORCE INNOVATION AND OPPORTUNITY ACT SUBGRANTS**

Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

This Memorandum of Understanding (MOU) is made and entered into this 3rd day of April, 2018, (Effective Date) by and between the County of Riverside, a political subdivision of the State of California, by and through its Economic Development Agency, Workforce Development Division (Riverside) and the County of San Bernardino through its Economic Development Agency's Workforce Development Department (San Bernardino), hereinafter individually and collectively referred to as the "Party" or the "Parties."

RECITALS

WHEREAS, the California Workforce Development Board (CWDB) has designated the Riverside County Workforce Development Board (RCWDB) and the San Bernardino County Workforce Development Board (SBCWDB), collectively, as the Inland Empire Regional Planning Unit (IERPU) for the purpose of implementing regional activities and subgrants (Subgrants) under the Workforce Innovation and Opportunity Act (WIOA); and

WHEREAS, Riverside and San Bernardino have received seven (7) regional Subgrants from CWDB for WIOA regional planning, plan implementation, staff and workforce board training, and expansion of the Inland Empire SlingShot Initiative; and

WHEREAS, although the Subgrants are intended to fund the collective activities of the IERPU, the CWDB awards the Subgrants to either Riverside or San Bernardino, as the lead subgrantee designated by the CWDB (Lead Subgrantee); and

WHEREAS, SBCWDB and RCWDB, collectively, as the IERPU, desire to coordinate, jointly carry out tasks, and share in the Subgrant funds; and

WHEREAS, this MOU establishes a framework under which the Lead Subgrantee shall contract with the other Party (Riverside or San Bernardino) in a separate service agreement for each Subgrant in order to allocate current and future Subgrants and to implement programs on behalf of the IERPU more efficiently; and

WHEREAS, coordination between Riverside and San Bernardino is vital to the introduction of regional funding and the leveraging of resources to the greatest effect to improve the workforce system in the Inland Empire; and

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and advantages herein stated, the Parties hereto agree as follows:

SECTION I
SUBGRANT FUNDS

- 1.1 Recitals. The aforementioned Recitals are true and correct and incorporated herein by this reference.
- 1.2 Subgrant Information. Information pertaining to the Subgrants, such as the applicable Lead Subgrantee, Subgrant Number, Grant Start and End Date, and Total Grant Allotment is set forth in Exhibit A attached hereto. If the CWDB modifies information pertaining to the Subgrants during the Term of this MOU, such as modifying the Grant Code, the Parties may mutually agree in a writing signed by the representatives designated in Section 3.18 to modify Exhibit A without first obtaining approval of their respective board of supervisors.
- 1.2.1 Compliance with Subgrant. The Lead Subgrantee shall be responsible for compliance with all terms and conditions of the applicable Subgrant, and any amendments thereto, including but not limited to, any and all applicable reporting, accounting, and financial disclosure requirements. The Parties shall manage and expend the Subgrant funds in accordance with the terms and conditions of the Subgrant, any and all applicable federal and state laws, their applicable county policies, this MOU, and the applicable Service Agreement.
- 1.3 Service Agreement. In order to share the Subgrant funds as the IERPU, the Parties are hereby authorized to enter into Service Agreements for each Subgrant in substantially the same form as Exhibit B, with non-substantive changes as may be approved by both Parties' legal counsels. Notwithstanding the estimated "Service Agreement Amount" set forth in Exhibit A, the Parties may enter into a (or modify an existing) Service Agreement up to, but not to exceed, the Total Grant Allotment amount set forth in Exhibit A.
- 1.3.1 Increases to Service Agreement; Additional Subgrant Funds. Pursuant to the delegation of authority approved by each Party's Board of Supervisors in connection with the approval of this MOU, in the event that additional funds are allocated by CWDB for a Subgrant, the Parties may increase the Total Grant Allotment set forth in Exhibit A and the related Service Agreement in an amount not to exceed \$100,000 without first obtaining approval from each Party's respective Board of Supervisors. Any increase to an existing Total Grant Allotment set forth in Exhibit A in excess of \$100,000 requires approval of each Party's Board of Supervisors.
- 1.4 Pass-through; No independent liability. The purpose of this MOU and the related Service Agreements is to provide a mechanism by which the Lead Subgrantee can share the Subgrant funds received from the CWDB with the other Party. There shall be no obligation under this MOU to make payment of funds if such funds are not received through the Subgrant.
- 1.5 Subgrant Program Year Updates. The Parties may modify this MOU on a program year basis to update the Subgrant information and related amounts set forth in Exhibit A by submitting this MOU to their respective Board of Supervisors for amendment. At the time

of any amendments to the MOU, the Parties may modify Exhibit A to reflect changes to the Subgrant information or amounts made by the CWDB through the date of the amendment.

SECTION II
EFFECTIVE DATE AND TERM

- 2.1. Term. The Term of the MOU will commence on the Effective Date, set forth in the introductory paragraph above, and continue until June 31, 2021, unless terminated earlier by the Parties as provided in Section 3.4 below or extended by written amendment to this MOU executed by the Parties prior to the expiration date.

SECTION III
GENERAL PROVISIONS

- 3.1. Indemnification. Each Party agrees to defend, indemnify and hold harmless the other Party and its officers, officials, board of supervisors, employees or agents from and against any damages including, but not limited to, attorneys' fees, expert and consultant fees, and other costs and fees of litigation, arising out of the alleged gross negligence, intentional or willful misconduct of the Party, its agents, officers, officials, board of supervisors, employees or representatives in the performance of this MOU.

It is the intent of the Parties that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed and each Party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that Party's negligence. In the event a claim or suit is filed and liability is based on the active conduct of two or more of the Parties, then such Parties shall cooperate and contribute to the defense and indemnity of the claim or suit on an equal basis until such time as comparative negligence is established and damages apportioned. At that time, the responsible Parties shall reimburse the other Party for its costs in accordance with its proportionate share of liability.

The Parties shall promptly notify each other of any claims or demands which arise and for which indemnification is sought. The terms of this Section shall survive the termination of this MOU.

The Parties each hereby certify that they have adequate insurance, self-insured retentions or other self-insurance programs sufficient to meet any obligation arising under this Section 3.1.

- 3.2. Notices. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement or other communication required or permitted hereunder shall be in writing to the addresses set forth below and shall be deemed to have been received on (a) the day of delivery, if delivered by hand during regular business hours or by confirmed facsimile during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid:

Riverside County

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

San Bernardino County

County of San Bernardino
Workforce Development Department
290 North D Street, Suite 600
San Bernardino, CA 92415-0046
Attn: Reg Javier, Deputy Executive Officer

- 3.3. 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. Each Party shall bear its own expenses and costs associated with the mediation. The cost of mediator shall be shared equally by the Parties.
- 3.4. Termination. Either Party may terminate its participation in this MOU for any reason by giving thirty (30) days advance written notice to the designated representative of the other Party.
- 3.5. Legal Authority. Nothing in this MOU binds the Parties to perform any action that is beyond its legal authority.
- 3.6. Conflict of Interest. No member, official or employee of the Parties, shall have any personal interest, direct or indirect, in this MOU nor shall any such member, official or employee participate in any decision relating to this MOU 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.
- 3.7. Interpretation, Governing Law, and Venue. This MOU and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This MOU 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 MOU, all Parties having been represented by counsel in the negotiation and preparation hereof. Any legal action related to the performance or interpretation of this MOU 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.
- 3.8. No Third-Party Beneficiaries. This MOU 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. No other person or entity shall have any right of action based upon the provisions of this MOU.

- 3.9. 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 MOU.
- 3.10. Compliance with Laws and Regulations. By executing this MOU, the Parties agree to comply with all applicable federal, state and local laws, regulations, and ordinances.
- 3.11. Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this MOU by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this MOU thereafter.
- 3.12. Severability. Each paragraph and provision of this MOU is severable from each provision, and in the event any provision in this MOU 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.
- 3.13. Authority to Execute. The persons executing this MOU or exhibits attached hereto on behalf of the Parties to this MOU hereby warrant and represent that they have the authority to execute this MOU and warrant and represent that they have the authority to bind the respective Parties to this MOU to the performance of its obligations hereunder.
- 3.14. Assignment. The Parties shall not assign, transfer, or subcontract any interest in this MOU. Any attempt to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be null, void and of no effect.
- 3.15. Amendments. Except as otherwise provided for herein, this MOU may be amended, in writing, from time-to-time by the Parties acting through their respective Board of Supervisors.
- 3.16. Exhibits; Precedence. All documents referenced as exhibits in this MOU are hereby incorporated in this MOU. In the event of any material discrepancy between the express provisions of this MOU and the provisions of the Subgrant or the Service Agreement, the order of precedence shall be as follows: (1) Subgrant, and any amendments thereto, (2) the Service Agreement, and (3) this MOU.
- 3.17. Independent Contractor. Each Party to this MOU shall have no power to incur any debt, obligation, or liability on behalf of another Party to this MOU or otherwise act as an agent of another Party.
- 3.18. MOU Administration. The Assistant County Executive Officer of the Economic Development Agency / Workforce Development Division, or designee, shall administer this MOU on behalf of Riverside. The Deputy Executive Officer of Workforce and Economic Development or the Director of Workforce Development, or designee, shall administer this MOU on behalf of San Bernardino.

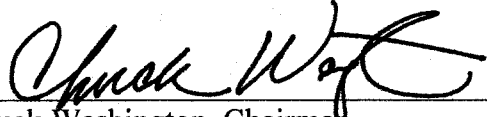
- 3.19. Cooperation; Further Act. The Parties shall cooperate fully with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this MOU.
- 3.20. Entire Agreement. This MOU, including all exhibits and attachments hereto, 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 amendments to or clarification of this MOU shall be in writing and acknowledged by the Parties to this MOU.

(Signatures on Following Page)

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their duly authorized representatives on the dates set forth below.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

Date: MAR 27 2018



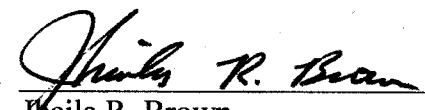
Chuck Washington, Chairman
BOARD OF SUPERVISORS

ATTEST:
Kecia Harper-Ihem
Clerk of the Board of Supervisors



Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 

Shaila R. Brown
Deputy County Counsel

(Signatures Continued on Following Page)

COUNTY OF SAN BERNARDINO, a
political subdivision of the State of
California

Date: _____

Robert A. Lovingood, Chairman
BOARD OF SUPERVISORS

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

By: _____
Deputy

Approved as to Legal Form	Reviewed for Contract Compliance	Presented to BOS for Signature
Sophie A. Akins, Deputy County Counsel	Miguel McQueen, Deputy Director	Reg Javier, Deputy Executive Director
Date	Date	Date

EXHIBIT A

SUBGRANTS

Subgrant Number	Lead Subgrantee	YOA	Grant Code	Description	Grant Start Date	Grant End Date	Total Grant Allotment	Service Agreement Amount
K698381	RIVERSIDE	2015	1055	Regional Plan Development & Training Coordination Grant - 1055 25% AA Assistance to Incorporate WIOA - WIOA IMP	06/01/2016	03/31/2018	\$208,154 ¹	\$74,500
K698381	RIVERSIDE	2015	1056	1056 25% AA Regional Training Coordinator - WIOA IMP	06/01/2016	03/31/2018	\$43,385	\$0 <i>(in-kind services)</i>
K7102058	RIVERSIDE	2016	1087	1087 Regional Training Coordinator & Implementation PY 16/17	03/01/2017	03/31/2019	\$200,000	\$0 <i>(in-kind services)</i>
K7102058	RIVERSIDE	2016	1089	Regional Staff Capacity and Regional Implementation and Innovation: Regional Organizing Grant - 1089 Regional Organizers PY 16/17	03/01/2017	03/31/2019	\$85,714	\$42,857
K594786 & K7102064	SAN BERNARDINO	2015	1026	Job Driven SlingShot Initiative	1/1/2016	3/31/2018 ²	\$1,016,397	\$428,198
K7102064	SAN BERNARDINO	2017	1105	SlingShot Add'l	07/01/2017	12/31/2018	\$150,000	\$75,000
K8106659	SAN BERNARDINO	2018	TBD	Regional Plan Implementation	01/01/2018	06/30/2019	\$600,000	\$300,000
K8106659	SAN BERNARDINO	2018	TBD	Regional Planning	TBD	TBD	\$1,000,000	TBD
K8106654	RIVERSIDE	2018	TBD	Regional Planning	TBD	TBD	\$1,000,000	TBD

¹ This Service Agreement was approved by the Riverside Board of Supervisors on December 12, 2017 (Item 3.19) and the San Bernardino Board of Supervisors on December 19, 2017 (Item 72).

² This Service Agreement was approved by the Riverside Board of Supervisors on February 2, 2016 (Item 3.9) and the San Bernardino Board of Supervisors on March 1, 2016 (Item 76).

EXHIBIT B

SERVICE AGREEMENT

[ATTACHED BEHIND THIS COVER PAGE]

Agreement Number: [INSERT AGREEMENT REFERENCE]

SERVICE AGREEMENT

For

**Inland Empire Regional Planning Unit Workforce Innovation and Opportunity Act
[INSERT NAME OF REGIONAL GRANT]**

Between

COUNTY OF RIVERSIDE

And

COUNTY OF SAN BERNARDINO



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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 services as outlined and
8 specified in the SCOPE of SERVICES, attached hereto as Exhibit "A" and incorporated
9 by this reference, for the not to exceed fee set forth in Paragraph 3.1 below.

10 **1.2** The SUBCONTRACTOR represents that it has the experience, personnel,
11 equipment, and facilities necessary to fully and adequately perform under this Agreement
12 and the COUNTY relies upon this representation. The SUBCONTRACTOR shall perform to
13 the reasonable satisfaction of the COUNTY.

14 **1.3** The SUBCONTRACTOR affirms that it is fully apprised of all of the work to be
15 performed under this Agreement; and the SUBCONTRACTOR agrees it can properly
16 perform this work for the compensation stated in Paragraph 3.1. The SUBCONTRACTOR
17 shall not to perform services or provide products that are not permitted by this Agreement,
18 unless this Agreement is first amended in writing by the Parties pursuant to Paragraph 4.1
19 and 21.8 below.

20 **1.4** Acceptance by the COUNTY of SUBCONTRACTOR'S performance under
21 this Agreement does not operate as a release of the SUBCONTRACTOR'S responsibility
22 for full compliance with the terms of this Agreement.

23 **2. Term**

24 **2.1** This Agreement shall commence on [INSERT DATE] and expire on
25 [INSERT DATE], unless terminated earlier or otherwise modified by the Parties.

26
27 **3. Compensation**
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Agreement Number: [INSERT AGREEMENT REFERENCE]

1 **3.1** The COUNTY shall pay SUBCONTRACTOR for services performed, and
2 expenses incurred for the SCOPE OF SERVICES defined in Exhibit "A" pursuant to the
3 Payment Schedule set forth in Exhibit "B" attached hereto and incorporated herein by
4 this reference. Payment by COUNTY to SUBCONTRACTOR shall not exceed [INSERT
5 AMOUNT], including all expenses. The COUNTY is not responsible for any fees or costs
6 incurred above or beyond the contracted amount and shall have no obligation to
7 purchase any specified amount of services or products, unless agreed to by the Parties
8 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 [INSERT ONE:

21
22 County of Riverside Economic Development Agency
23 Workforce Development Division
24 1325 Spruce Street, Suite 110
25 Riverside, CA 92507

26 Or

27 San Bernardino County Workforce Development Department
28 290 North D Street, Suite 600
San Bernardino, CA 92415

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2 **3.3** The COUNTY obligation for payment of this Agreement beyond the current
3 fiscal year end is contingent upon and limited by the availability of the COUNTY funding
4 from which payment can be made. No legal liability on the part of the COUNTY shall
5 arise for payment beyond June 30 of each calendar year unless funds are made
6 available for such payment. In the event that such funds are not forthcoming for any
7 reason, the COUNTY shall immediately notify the SUBCONTRACTOR in writing; and
8 this Agreement shall be deemed terminated and have no further force and effect.

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

10 **4.1** The Parties may, through their authorized representatives, by written
11 agreement, modify this Agreement.

12 **5. Termination**

13 **5.1** The COUNTY or SUBCONTRACTOR may terminate this Agreement
14 without cause upon 30 days written notice stating the extent and effective date of
15 termination.

16 **5.2** The COUNTY may, upon five (5) days written notice, terminate this
17 Agreement for the SUBCONTRACTOR'S default, if the SUBCONTRACTOR refuses or
18 fails to comply with the terms of this Agreement or fails to make progress so as to
19 endanger performance and does not immediately cure such failure. In the event of such
20 termination, the COUNTY may proceed with the work in any manner deemed proper by
21 the COUNTY.

22 **5.3** After receipt of the notice of termination, the SUBCONTRACTOR shall:

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

25 (b) Transfer to the COUNTY and deliver in the manner as directed by
26 the COUNTY any materials, reports or other products which, if the Agreement had been
27 completed or continued, would have been required to be furnished to the COUNTY.
28

Agreement Number: [INSERT AGREEMENT REFERENCE]

1 **5.4** After termination, the COUNTY shall make payment only for the
2 SUBCONTRACTOR'S performance up to the date of termination in accordance with this
3 Agreement. In such event, the SUBCONTRACTOR shall not be entitled to any further
4 compensation under this Agreement

5 **5.5** The rights and remedies of the COUNTY provided in this section shall not
6 be exclusive and are in addition to any other rights and remedies provided by law or this
7 Agreement.

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

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

17 **7. Conduct of the SUBCONTRACTOR**

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

27 **7.2** The SUBCONTRACTOR shall not, under circumstances which could be
28 interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept

1 any gratuity or special favor from individuals or firms with whom the SUBCONTRACTOR
2 is doing business or proposing to do business, in accomplishing the work under this
3 Agreement.

4 **7.3** The SUBCONTRACTOR or its employees shall not offer gifts, gratuity,
5 favors, and entertainment directly or indirectly to COUNTY employees.

6 **8. Inspection of Services**

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

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

27 **9. Independent Contractor**

28 The SUBCONTRACTOR is, for purposes relating to this Agreement, an

Agreement Number: INSERT AGREEMENT REFERENCE

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

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

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

20 **11. Disputes**

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

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

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

6 **12. Reserved.**

7 **13. Non-Discrimination**

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

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

22 **14. Record Retention and Documents**

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

Agreement Number: INSERT AGREEMENT REFERENCE

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
28 on behalf of the COUNTY. The Deputy Executive Officer of Workforce and Economic

1 Development or the Director of Workforce Development shall administer this Agreement
2 on behalf of the SUBCONTRACTOR.

3 **17. Force Majeure**

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

10 **18. EDD Reporting Requirements**

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

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**

27 **20.1** Without limiting or diminishing the each Party's obligation to
28 indemnify or hold the other Party harmless, each Party shall procure and maintain

1 or cause to be maintained, at its sole cost and expense, the following insurance
2 coverages during the term of this Agreement. The Counties of Riverside or San
3 Bernardino, as may be applicable, and their Agencies, Districts, Special Districts,
4 and Departments, their respective directors, officers, Board of Supervisors,
5 employees, elected or appointed officials, agents or representatives shall
6 hereunder constitute the "Additional Insureds." The additional insured
7 endorsements shall not limit the scope of coverage to vicarious liability but shall
8 allow coverage to the full extent provided by the policy. Such additional insured
9 coverage shall be at least as broad as Additional Insured (Form B) endorsement
10 form ISO, CG 2010 11 85.

11 **20.2** The Parties agree to provide insurance set forth in accordance with
12 the requirements herein. If the Parties use existing coverage to comply with these
13 requirements and that coverage does not meet the specified requirements, the
14 Parties agree to amend supplement, or endorse the existing coverage to do so.

15 **20.3** Workers' Compensation. If a Party has employees as defined by the
16 State of California, that Party shall maintain statutory Workers' Compensation
17 Insurance (Coverage A) as prescribed by the laws of the State of California. Policy
18 shall include Employers' Liability (Coverage B) including Occupational Disease
19 with limits not less than \$1,000,000 per person per accident. The policy shall be
20 endorsed to waive subrogation in favor of other Party.

21 **20.4** Commercial General Liability. Commercial General Liability
22 insurance coverage, including but not limited to, premises liability, unmodified
23 contractual liability, products and completed operations liability, personal and
24 advertising injury, and cross liability coverage, covering claims which may arise
25 from or out of a Party's performance of its obligations hereunder. Policy shall name
26 the other Party as Additional Insured. Policy's limit of liability shall not be less than
27 \$1,000,000 per occurrence combined single limit, and 2,000,000 general
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1 aggregate limit. If such insurance contains a general aggregate limit, it shall apply
2 separately to this agreement or be no less than two (2) times the occurrence limit.

3 **20.5** If vehicles or mobile equipment are used in the performance of the
4 obligations under this Agreement, then the Party shall maintain liability insurance
5 for all owned, non-owned or hired vehicles so used in an amount not less than
6 \$1,000,000 per occurrence combined single limit. If such insurance contains a
7 general aggregate limit, it shall apply separately to this agreement or be no less
8 than two (2) times the occurrence limit. Policy shall name the other Party as
9 Additional Insureds.

10 **20.6** General Insurance Provisions - All lines:

11 20.6.1 Any insurance carrier providing insurance coverage
12 hereunder shall be admitted to the State of California and have an A M
13 BEST rating of not less than A: VIII (A:8) unless such requirements are
14 waived, in writing, by the Party's Risk Manager. If the Party's Risk Manager
15 waives a requirement for a particular insurer such waiver is only valid for
16 that specific insurer and only for one policy term.

17 20.6.2 Each Party shall cause it's insurance carrier(s) to furnish the
18 other Party with either 1) a properly executed original Certificate(s) of
19 Insurance and certified original copies of Endorsements effecting coverage
20 as required herein, and 2) if requested to do so orally or in writing by the a
21 Party's Risk Manager, provide original Certified copies of policies including
22 all Endorsements and all attachments thereto, showing such insurance is in
23 full force and effect. Further, said Certificate(s) and policies of insurance
24 shall contain the covenant of the insurance carrier(s) that a minimum of
25 thirty (30) days written notice shall be given to the County of Riverside prior
26 to any material modification, cancellation, expiration or reduction in
27 coverage of such insurance. If a Party's insurance carrier(s) policies does
28 not meet the minimum notice requirement found herein, that Party shall

Agreement Number: [INSERT AGREEMENT REFERENCE]

1 cause its insurance carrier(s) to furnish a 30 day Notice of Cancellation
2 Endorsement.

3 20.6.3 In the event of a material modification, cancellation,
4 expiration, or reduction in coverage, this Agreement shall terminate
5 forthwith, unless the each Party receives, prior to such effective date,
6 another properly executed original Certificate of Insurance and original
7 copies of endorsements or certified original policies, including all
8 endorsements and attachments thereto evidencing coverage's set forth
9 herein and the insurance required herein is in full force and effect. Neither
10 Party shall not commence operations until the other Party has been
11 furnished original Certificate (s) of Insurance and certified original copies of
12 endorsements and if requested, certified original policies of insurance
13 including all endorsements and any and all other attachments as required
14 in this Section. An individual authorized by the insurance carrier to do so on
15 its behalf shall sign the original endorsements for each policy and the
16 Certificate of Insurance.

17 20.6.4 It is understood and agreed to by the parties hereto that each
18 Party's insurance shall be construed as primary insurance, and the other
19 Party's insurance and/or deductibles and/or self-insured retention's or self-
20 insured programs shall not be construed as contributory.

21 20.6.5 If, during the term of this Agreement or any extension
22 thereof, there is a material change in the scope of services; or, there is a
23 material change in the equipment to be used in the performance of the
24 scope of work; or, the term of this Agreement, including any extensions
25 thereof, exceeds five (5) years; both Parties reserve the right to adjust the
26 types of insurance and the monetary limits of liability required under this
27 Agreement, if in the Risk Management's reasonable judgment, the amount
28 or type of insurance carried by the other Party has become inadequate.

Agreement Number: [INSERT AGREEMENT REFERENCE]

1 20.6.6 Each Party shall pass down the insurance obligations
2 contained herein to all tiers of subcontractors working under this
3 Agreement, if any.

4 20.6.7 The insurance requirements contained in this Agreement may
5 be met with a program(s) of self-insurance.

6 20.6.8 Each Party agrees to notify the other Party of any claim by a
7 third party or any incident or event that may give rise to a claim arising from
8 the performance of this Agreement.

9

10 **21. General**

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

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

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

27 **21.4 Reserved.**

28

1 **21.5** The SUBCONTRACTOR shall comply with all applicable Federal, State and
2 local laws and regulations. The SUBCONTRACTOR will comply with all applicable
3 COUNTY policies and procedures. In the event that there is a conflict between the
4 various laws or regulations that may apply, the SUBCONTRACTOR shall comply with
5 the more restrictive law or regulation.

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

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

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

23 **21.9** Reserved.

24 **21.10** Unless otherwise provided in terms of the Grant or the Agreement, when
25 copyrighted material is developed in the course of or under this Agreement, the author
26 and the COUNTY which developed the work are free to copyright material or to permit
27 others to do so. The COUNTY and the Workforce Development Board shall have a
28

Agreement Number: [INSERT AGREEMENT REFERENCE]

1 royalty-free, non-exclusive and irrevocable license to produce, publish, and use and to
2 authorize other to use all copyrighted material.

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

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

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

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

28

1 **21.15** The SUBCONTRACTOR will comply with controls, recordkeeping and
2 accounting procedure requirements of WIOA, federal and state regulations and
3 directives to ensure the proper accounting for funds paid under this Agreement. At such
4 times and in such form, the COUNTY may require statements, records, reports, data and
5 information pertaining to this Agreement be maintained on file for purpose of an audit or
6 examination. Retention of all records for seven (7) years after the County makes final
7 payment and all other pending matters are closed, is required.

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

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

20 **21.18** SUBCONTRACTOR represents and warrants that SUBCONTRACTOR is
21 registered to do business in the State of California with the California Secretary of State.

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

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Agreement Number: INSERT AGREEMENT REFERENCE

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County of Riverside Economic
Development Agency/Workforce
Development Division
1325 Spruce Street, Suite 110
Riverside, CA 92507
Attention: Carrie Harmon,
Director of Workforce Development

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

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

Agreement Number: [INSERT AGREEMENT REFERENCE]

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 **[INSERT COUNTY or**

[INSERT COUNTY or

5 **SUBCONTRACTOR:]**

SUBCONTRACTOR:]

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

COUNTY OF SAN BERNARDINO, a
political subdivision of the State of
California, by and through its Economic
Development Department

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

By: _____
Reg Javier, Deputy Executive Officer

11 Dated: _____

Dated: _____

12
13
14
15 APPROVED AS TO FORM:
16 Gregory P. Priamos
County Counsel

APPROVED AS TO FORM:
Michelle D. Blakemore
County Counsel

17
18 By: Jhaila R. Brown
19 Jhaila Brown,
20 Deputy County Counsel

By: _____
Sophie A. Akins,
Deputy County Counsel

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EXHIBIT A
SCOPE OF SERVICE

A. Purpose:

During the term of the Service Agreement for IERPU [INSERT NAME OF REGIONAL GRANT] entered into between SUBCONTRACTOR and 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 [INSERT OTHER PERTINENT GRANT SPECIFIC INFORMATION] in the IERPU.

B. Description of services/deliverables:

The SUBCONTRACTOR shall implement activities of the IERPU Workforce Innovation and Opportunity Act Regional Plan to [INSERT SCOPE OF SERVICES].

EXHIBIT B

PAYMENT SCHEDULE

Proposed Scope of work	Product or Outcome
The scope of work for this effort encompasses: 1. [INSERT SCOPE]	Specifically, progress and success will be measured by IERPU regional planning outcomes: A. [INSERT SCOPE]
FY [INSERT YEAR]	\$[INSERT AMOUNT]
2. [INSERT SCOPE]	4. [INSERT SCOPE]
FY [INSERT YEAR]	\$[INSERT AMOUNT]
TOTAL NOT TO EXCEED	\$[INSERT AMOUNT]

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EXHIBIT C

INVOICE FORM TO BE PROVIDED ON LETTERHEAD

SUBJECT MATTER FOR WHICH THIS INVOICE IS ISSUED		
MAILING ADDRESS		
INVOICE NUMBER		
DATE		
DELIVERABLES		
Total for this Invoice:		