

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



ITEM
3.42
(ID # 7391)

MEETING DATE:

Tuesday, August 28, 2018

FROM : WORKFORCE DEVELOPMENT:

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) / WORKFORCE DEVELOPMENT

DEPARTMENT: Approve the Service Agreement for Professional Services Coordinator for the Board of Supervisors' Young Adult Program Between County of Riverside and California Family Life Center for Program Year 2018/2019, All Districts [\$75,000 – 100% Federal Workforce Innovation and Opportunity Act Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the form of the attached Service Agreement for Professional Services Coordinator for the Board of Supervisors' Young Adult Program between County of Riverside and California Family Life Center (Agreement) for a term commencing July 1, 2018 and terminating on June 30, 2019, for a total amount not to exceed \$75,000;
2. Authorize the Assistant County Executive Officer/ECD, or designee, to negotiate and execute an Agreement with California Family Life Center, substantially conforming in form and substance to the attached Agreement; and
3. Authorize the Assistant County Executive Officer/ECD, to take all necessary steps to implement and administer the Agreement, including, but not limited to, negotiating and executing necessary and relevant documents, provided the contract amount is not exceeded and subject to approval by County Counsel.

ACTION: Policy

Robert Pineda, Assistant County Executive Officer/ECD 8/8/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries 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: August 28, 2018
xc: EDA
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ID# 7391

Kecia Harper-Ihem
Clerk of the Board
By:
3.42 duty

**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	\$ 75,000	\$0	\$ 75,000	\$ 0
NET COUNTY COST	\$0	\$0	\$0	\$ 0
SOURCE OF FUNDS: Federal Workforce Innovation and Opportunity Act funds 100%.			Budget Adjustment: No	
			For Fiscal Year: 2018/2019	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Economic Development Agency (EDA)/ Workforce Development Division (WDD) issued a Request for Qualifications (RFQ) on March 15, 2017, for a qualified professional to oversee the Board of Supervisors' Legislative Intern Program and the Riverside County Youth Advisory Council, otherwise known as the "Board of Supervisors' Young Adult Program." The RFQ closed on April 13, 2017 and as a result of the RFQ process, California Family Life Center (CFLC) was chosen because it had met all RFQ requirements and thresholds. CFLC was also chosen because it had extensive experience and knowledge of the unique needs of Riverside County youth; familiarity with evidenced-based youth development and engagement strategies; a willingness to embrace the concept of "youth-driven spaces"; expertise in leadership development; skill in supervising young adults in internship environments; and flexibility in service delivery and schedule.

Because CFLC's delivered the services promised and because the current agreement has expired, EDA staff recommend approving the form of the attached Service Agreement for Professional Services Coordinator for the Board of Supervisors' Young Adult Program between County of Riverside and CLFC (Agreement) for a term commencing July 1, 2018 and terminating on June 30, 2019, for a total amount not to exceed \$75,000. Staff also recommend authorizing the Assistant County Executive Officer/ECD, or designee, to negotiate and execute an Agreement with CFLC, substantially conforming in form and substance to the attached Agreement, and taking all necessary steps to implement and administer the Agreement, including, but not limited to, negotiating and executing necessary and relevant documents, provided the contract amount is not exceeded and subject to approval by County Counsel.

Impact on Residents and Businesses

This project supports the education and employment needs of the community by developing and maintaining the legislative intern and young adult leadership program to support and inspire today's youth in becoming tomorrow's leaders. These services ensure that adolescents and young adults have the support needed to realize their education and career goals.

Additional Fiscal Information

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

Because this agreement utilizes federal WIOA funds, no county cost will be incurred and no budget adjustment is required at this time.


Contract History and Price Reasonableness

In Minute Order 3.30 of July 11, 2017, the Board approved the RFQ process for this procurement. California Family Life Center was the single proposal received in the competitive procurement process. They have an 18-year contractual relationship with the EDAS Workforce Development Division which includes operation of the County of Riverside's Year Round Youth Programs at the Lake Elsinore, Hemet, and Rubidoux Youth Opportunity Centers for Program Years 2000 through 2018. The State, as funder, has monitored and audited the prior Youth Opportunity Contracts and have deemed the costs to be reasonable.

ATTACHMENTS:

- Form –Service Agreement for Professional Services Coordinator for the Board of Supervisors' Young Adult Program Between County of Riverside and CFLC, 2018/19


Nehini Basma, Principal Management Analyst 8/20/2018


Gregory V. Priapros, Director County Counsel 8/15/2018

SERVICE AGREEMENT

For

Professional Services Coordinator

For the Board of Supervisors Young Adult Program

Between

COUNTY OF RIVERSIDE

And

CALIFORNIA FAMILY LIFE CENTER (CFLC)



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1 This SERVICE AGREEMENT FOR PROFESSIONAL SERVICES
2 COORDINATOR FOR THE BOARD OF SUPERVISORS YOUNG ADULT PROGRAM
3 ("AGREEMENT") is made by and between the CALIFORNIA FAMILY LIFE CENTER
4 (CFLC), a California Non-Profit Corporation, (herein referred to as the
5 "SUBCONTRACTOR") and the County of Riverside, a political subdivision of the State
6 of California, by and through its Economic Development Agency (EDA), Workforce
7 Development Division (WDD), (herein referred to as the "COUNTY").

8 **RECITALS**

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

12 **WHEREAS**, the Riverside County Workforce Development Board ("WDB")
13 provides oversight for the WIOA programs, including, but not limited to meeting State
14 workforce performance goals, while addressing the workforce needs of the local
15 economy; and

16 **WHEREAS**, the COUNTY issued a Request for Qualifications (RFQ) for Program
17 Year 2017-2020 on March 15th, 2017, to solicit a Professional Services Coordinator to
18 work with the Board of Supervisors Legislative Intern Young Adult Program;

19 **WHEREAS**, SUBCONTRACTOR responded to the RFQ and was the successful
20 bidder in connection with the COUNTY'S Request for Qualifications; and

21 **WHEREAS**, the County desires to contract with the SUBCONTRACTOR based
22 on SUBCONTRACTOR'S special skills and experience to perform the duties set forth in
23 the RFQ, and more specifically, as set forth in the AGREEMENT below.

24 **NOW THEREFORE**, in consideration of the mutual covenants contained herein,
25 the Parties, the COUNTY and SUBCONTRACTOR, hereby agree as follows:
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1 **1. Description of Services**

2 **1.1** The SUBCONTRACTOR shall provide professional services as outlined
3 and specified in the SCOPE of SERVICE, attached hereto as Exhibit "A" and
4 incorporated by this reference, and the RFQ, at the not to exceed fee stated in Section
5 3.1. The RFQ and SUBCONTRACTOR'S response to the RFQ submitted on April 13,
6 2017 are each hereby incorporated herein by this reference.

7 **1.2** The SUBCONTRACTOR represents and maintains that it is skilled in the
8 professional calling necessary to fully and adequately perform all services, duties and
9 obligations under this AGREEMENT and the COUNTY relies upon this representation.
10 The SUBCONTRACTOR shall perform the services and duties in conformance to and
11 consistent with the standards generally recognized as being employed by professionals
12 in the same discipline in the State of California.

13 **1.3** The SUBCONTRACTOR affirms that it is fully apprised of all of the work to
14 be performed under this AGREEMENT; and SUBCONTRACTOR agrees it can properly
15 perform this work at the fee stated in Section 3.1. The SUBCONTRACTOR is not to
16 perform services or provide products outside this AGREEMENT, unless by written
17 request by the COUNTY (See Section 4).

18 **1.4** Acceptance by the COUNTY of SUBCONTRACTOR'S performance under
19 this AGREEMENT does not operate as a release of SUBCONTRACTOR'S responsibility
20 for full compliance with the terms of this AGREEMENT.

21 **2. Term**

22 **2.1** The term of this AGREEMENT shall commence on July 1, 2018 and
23 continue in effect until June 30, 2019, unless earlier terminated pursuant to Section 5
24 below ("Term"). The term "Effective Date" as used herein shall mean the date the Parties
25 execute this AGREEMENT. If the Parties execute this AGREEMENT on more than one
26 date, then the last date this AGREEMENT is executed by a party shall be the Effective
27 Date.

1 **2.2** Upon mutual written AGREEMENT, the COUNTY and
2 SUBCONTRACTOR shall have the option to extend this AGREEMENT for **an additional**
3 **one (1) year period.** The exercise of each extension must be first approved in writing
4 by the COUNTY and memorialized in a written amendment to this AGREEMENT
5 executed by the Parties hereto, subject to approve by County Counsel. The cumulative
6 period of performance under this AGREEMENT (including the initial Term) shall not
7 exceed the date of June 30, 2020.

8 **3. Compensation**

9 **3.1** The COUNTY shall pay SUBCONTRACTOR for services performed, as
10 specified in the SCOPE OF WORK, Exhibit "A", pursuant to the Budget Expenditure Plan
11 as set forth in the PAYMENT SCHEDULE, attached hereto as Exhibit "B" and
12 incorporated by this reference. The maximum total amount of compensation paid to the
13 SUBCONTRACTOR by the COUNTY pursuant to this AGREEMENT during the initial
14 Term shall not exceed the sum of **Seventy Five Thousand Dollars (\$75,000.00).** In the
15 event the Parties extend the Term pursuant to Section 2.2 above, the maximum total
16 amount of compensation paid to the SUBCONTRACTOR by the COUNTY pursuant to
17 this AGREEMENT during the one year extension period shall not exceed the sum of
18 **Seventy Five Thousand Dollars (\$75,000.00),** including any expenses, per year. The
19 total amount of compensation paid by COUNTY to SUBCONTRACTOR during the initial
20 Term, plus the COUNTY approved extension for the services, shall not exceed the sum
21 of One Hundred and Fifty Thousand Dollars (\$150,000.00), including all expenses. The
22 COUNTY is not responsible for any fees, expenses or costs above or beyond the
23 AGREEMENT amount and shall have no obligation to purchase any specified amount of
24 services or products, unless agreed to by the COUNTY in writing.

25 **3.2** The SUBCONTRACTOR shall be paid by the COUNTY only in accordance
26 with an invoice submitted to COUNTY by SUBCONTRACTOR conforming to Exhibit "C",
27 attached hereto and incorporated by this reference, for services rendered in accordance
28 with SCOPE of SERVICES, Exhibit "A". COUNTY shall pay the invoice within thirty (30)

1 working days from the date of receipt of the invoice. Payment shall be made to
2 SUBCONTRACTOR only after services have been rendered and acceptance has been
3 made by COUNTY.

4 a) Each invoice shall contain at minimum, the following information:
5 invoice number and date; AGREEMENT number; remittance name and address;
6 itemized amount for professional services performed during the billing period
7 (Coordinator's hourly rate and hours worked); a report outlining the tasks completed for
8 that billing period; and invoice total.

9 b) The COUNTY shall not be liable for any interest or late charges in the
10 performance of this AGREEMENT.

11 **3.3** The COUNTY's obligation for payment of this AGREEMENT beyond the
12 current fiscal year end is contingent upon and limited by the availability of WIOA funding
13 from which payment can be made. No legal liability on the part of the COUNTY shall
14 arise for payment beyond June 30 of each calendar year unless funds are made
15 available for such payment. In the event that such funds are not forthcoming for any
16 reason, COUNTY shall immediately notify SUBCONTRACTOR in writing, and this
17 AGREEMENT shall be deemed terminated and have no further force and effect.

18 **4. Additional Services**

19 The SUBCONTRACTOR shall not perform any additional services or incur
20 additional expenses, outside of this AGREEMENT, without first receiving the express
21 written consent to proceed from the COUNTY in the form of an amendment to this
22 AGREEMENT.

23 **5. Termination**

24 **5.1** The COUNTY may terminate this AGREEMENT without cause upon thirty
25 (30) days written notice served upon the SUBCONTRACTOR stating the extent and
26 effective date of termination.

27 **5.2** The COUNTY may, upon five (5) days written notice, terminate this
28 AGREEMENT for the SUBCONTRACTOR'S default, if the SUBCONTRACTOR refuses

1 or fails to comply with the terms of this AGREEMENT or fails to make progress so as to
2 endanger performance and does not immediately cure such failure. In the event of such
3 termination, the COUNTY may proceed with the work in any manner deemed proper by
4 the COUNTY.

5 **5.3** After receipt of the notice of termination, the SUBCONTRACTOR shall:

6 (a) Stop all work under this AGREEMENT on the date specified in the
7 notice of termination; and

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

11 **5.4** After termination, the COUNTY shall make payment only for the
12 SUBCONTRACTOR'S performance up to the date of termination in accordance with this
13 AGREEMENT.

14 **5.5** The SUBCONTRACTOR'S rights under this AGREEMENT shall terminate
15 (except for fees accrued prior to the date of termination) upon dishonesty or a willful or
16 material breach of this AGREEMENT by the SUBCONTRACTOR; or in the event of the
17 SUBCONTRACTOR'S unwillingness or inability for any reason whatsoever to perform
18 the terms of this AGREEMENT. In such event, the SUBCONTRACTOR shall not be
19 entitled to any further compensation under this AGREEMENT.

20 **5.6** The rights and remedies of the COUNTY provided in this section shall not
21 be exclusive and are in addition to any other rights and remedies provided by law or this
22 AGREEMENT.

23 **6. Alteration or Changes to the AGREEMENT**

24 **6.1** The Board of Supervisors and the Assistant County Executive Officer/ECD,
25 or designee, are the only authorized COUNTY representatives who may at any time, by
26 written order, make alterations to this AGREEMENT. Such changes shall be mutually
27 agreed upon by the Parties, COUNTY and SUBCONTRACTOR, and shall be
28 incorporated in written amendments to this AGREEMENT.

1 **7. Conflict of Interest**

2 **7.1** The SUBCONTRACTOR covenants that it presently has no interest,
3 including, but not limited to, other projects or contracts, and shall not acquire any such
4 interest, direct or indirect, which would conflict in any manner or degree with the
5 SUBCONTRACTOR'S performance under this AGREEMENT. The SUBCONTRACTOR
6 further covenants that no person or subcontractor having any such interest shall be
7 employed or retained by SUBCONTRACTOR under this AGREEMENT. The
8 SUBCONTRACTOR agrees to inform the COUNTY of all SUBCONTRACTOR'S
9 interests, if any, which are or may be perceived as incompatible with the COUNTY'S
10 interests.

11 **7.2** The SUBCONTRACTOR shall not, under circumstances which could be
12 interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept
13 any gratuity or special favor from individuals or firms with whom the SUBCONTRACTOR
14 is doing business or proposing to do business, in accomplishing the work under this
15 AGREEMENT.

16 **7.3** The SUBCONTRACTOR or its employees shall not offer gifts, gratuity,
17 favors, and entertainment directly or indirectly to COUNTY employees.

18 **8. Inspection of Services**

19 **8.1** All performances under this AGREEMENT shall be subject to inspection
20 by the COUNTY. SUBCONTRACTOR shall provide adequate cooperation to COUNTY
21 representative to permit him/her to determine SUBCONTRACTOR's conformity with the
22 terms of this AGREEMENT. If any services performed or products provided by
23 SUBCONTRACTOR are not in conformance with the terms of this AGREEMENT, the
24 COUNTY shall have the right to require SUBCONTRACTOR to perform the services or
25 provide the products in conformance with the terms of this AGREEMENT at no additional
26 cost to the COUNTY. When the services to be performed or the products to be provided
27 are of such nature that the difference cannot be corrected, the COUNTY shall have the
28 right to: (1) require SUBCONTRACTOR immediately to take all necessary steps to

1 ensure future performance in conformity with the terms of this AGREEMENT; and/or (2)
2 if applicable, reduce the AGREEMENT price to reflect the reduced value of the services
3 performed or products provided. The COUNTY may also terminate this AGREEMENT
4 for default and charge to SUBCONTRACTOR any costs incurred by the COUNTY
5 because of COODINATOR's failure to perform.

6 **8.2** SUBCONTRACTOR shall establish adequate procedures for self-
7 monitoring to ensure proper performance under this AGREEMENT; and shall permit
8 COUNTY representative to monitor, assess or evaluate SUBCONTRACTOR's
9 performance under this AGREEMENT at any time upon reasonable notice to
10 SUBCONTRACTOR.

11 **9. Independent Contractor**

12 The SUBCONTRACTOR is, for purposes relating to this AGREEMENT, an
13 independent contractor and shall not be deemed an employee of the COUNTY. It is
14 expressly understood and agreed that SUBCONTRACTOR (including its employees,
15 agents and representatives) shall in no event be entitled to any benefits to which
16 COUNTY employees are entitled, including but not limited to overtime, any retirement
17 benefits, worker's compensation benefits, and injury leave or other leave benefits. There
18 shall be no employer-employee relationship between the Parties; and
19 SUBCONTRACTOR shall hold COUNTY harmless from any and all claims that may be
20 made against COUNTY based upon any contention by a third party that an employer-
21 employee relationship exists by reason of this AGREEMENT. It is further understood
22 and agreed by the Parties that SUBCONTRACTOR in the performance of this
23 AGREEMENT is subject to the control or direction of COUNTY merely as to the results
24 to be accomplished and not as to the means and methods for accomplishing the results.

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

26 No contract shall be made by the SUBCONTRACTOR with any other party for
27 furnishing any of the work or services under this AGREEMENT without the prior written
28 approval of the COUNTY; but this provision shall not require the approval of contracts of

1 employment between the SUBCONTRACTOR and personnel assigned under this
2 AGREEMENT, or for parties named in the proposal and agreed to under this
3 AGREEMENT.

4 **11. Disputes**

5 **11.1** The parties shall attempt to resolve any disputes amicably at the working
6 level. If that is not successful, the dispute shall be referred to the senior management of
7 the parties. Any dispute relating to this AGREEMENT which is not resolved by the
8 parties shall be decided by the COUNTY'S Compliance Contract Officer who shall
9 furnish the decision in writing. The decision of the COUNTY'S Compliance Contract
10 Officer shall be final and conclusive unless determined by a court of competent
11 jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as
12 necessarily to imply bad faith. The SUBCONTRACTOR shall proceed diligently with the
13 performance of this AGREEMENT pending the resolution of a dispute.

14 **11.2** Prior to the filing of any legal action related to this AGREEMENT, the
15 parties shall be obligated to attend a mediation session in Riverside County before a
16 neutral third party mediator. A second mediation session shall be required if the first
17 session is not successful. The parties shall share the cost of the mediations. The parties
18 shall jointly select a mediator acceptable to the SUBCONTRACTOR and COUNTY. The
19 mediation shall take place in Riverside County. Each party shall be responsible for its
20 own legal fees and other expenses incident to the preparation for mediation. If the
21 dispute cannot be resolved by mediation, neither COUNTY nor SUBCONTRACTOR
22 waives their rights to bring the appropriate legal action in a court of competent jurisdiction
23 within the County of Riverside.

24 **12. Licensing and Permits**

25 The SUBCONTRACTOR shall comply with all State or other licensing
26 requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the
27 Business and Professions Code. All licensing requirements shall be met at the time
28 proposals are submitted to the COUNTY. The SUBCONTRACTOR warrants that it has

1 all necessary permits, approvals, certificates, waivers and exemptions necessary for
2 performance of this AGREEMENT as required by the laws and regulations of the United
3 States, the State of California, the County of Riverside and all other governmental
4 agencies with jurisdiction, and shall maintain these throughout the term of this
5 AGREEMENT relative to the Scope of Services to be performed under Exhibit "A", and
6 that services will be performed by properly trained and licensed staff.

7 **13. Non-Discrimination**

8 The SUBCONTRACTOR shall not 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 disability, medical condition, sexual orientation, gender identity, marital status
12 or sex in the performance of this AGREEMENT; and, to the extent they shall be found to
13 be applicable hereto, shall comply with the provisions of the California Fair Employment
14 Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil
15 Rights Act of 1964 (Pub. L. 88-352), the Americans with Disabilities Act of 1990 (42
16 U.S.C. §1210 et seq.) and all other applicable laws or regulations. The subcontractor
17 agrees to comply with the nondiscrimination and equal opportunity provisions in Section
18 188 of WIOA and 29 CFR Part 38.

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

24 **14. Record Retention and Documents**

25 The SUBCONTRACTOR agrees to retain all records pertaining to this
26 AGREEMENT pursuant to Workforce Innovation and Opportunity Act (WIOA) regulations
27 for a period of seven (7) years after termination of this AGREEMENT. If, at the end of
28 seven (7) years, there is an ongoing litigation or an audit involving those records, the

1 SUBCONTRACTOR shall retain the records until the resolution of such litigation or the
2 audit is completed. The Department of Labor, the Grantee, and the COUNTY reserve
3 the right to monitor and visit, announced or unannounced, the SUBCONTRACTOR
4 facilities at any time during normal business hours. The monitoring shall be conducted
5 in accordance with the COUNTY WIOA Monitoring Guide and WIOA State Directives.

6 **15. Confidentiality**

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

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

27 **16. Administration/Contract Liaison**

1 The Assistant County Executive Officer/ECD or designee, shall administer this
2 AGREEMENT on behalf of the COUNTY.

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 five (5) business days after
9 commencement of the event.

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
16 by 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
24 concerning this reporting requirement, please call (916) 657-0529. The
25 SUBCONTRACTOR should also contact the local Employment Tax Customer Service
26 Office listed in the telephone directory in the State Government section under
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1 "Employment Development Department" or access their Internet site at www.edd.ca.gov.

2 **19. Hold Harmless/Indemnification**

3 **19.1** The SUBCONTRACTOR shall indemnify and hold harmless the County of
4 Riverside, its Agencies, Districts, Special Districts and Departments and their respective
5 directors, officers, Board of Supervisors, elected and appointed officials, employees,
6 agents and representatives (individually and collectively hereinafter referred to as
7 Indemnitees) from any liability whatsoever, based or asserted upon any services of
8 SUBCONTRACTOR, its officers, employees, subcontractors, agents or representatives
9 arising out of or in any way relating to this AGREEMENT, including but not limited to
10 property damage, bodily injury, or death or any other element of any kind or nature
11 whatsoever arising from the performance of SUBCONTRACTOR, its officers,
12 employees, subcontractors, agents or representatives Indemnitors from this
13 AGREEMENT. SUBCONTRACTOR shall defend, at its sole expense, all costs and fees
14 including, but not limited, to attorney fees, cost of investigation, defense and settlements
15 or awards, the Indemnitees in any claim or action based upon such alleged acts or
16 omissions.

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

23 SUBCONTRACTOR's obligation hereunder shall be satisfied when SUBCONTRACTOR
24 has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any
25 liability for the action or claim involved.

26 The specified insurance limits required in this AGREEMENT shall in no way limit or
27 circumscribe SUBCONTRACTOR obligations to indemnify and hold harmless the
28 Indemnitees herein from third party claims.

1 **20. Insurance**

2 Without limiting or diminishing the SUBCONTRACTOR obligation to indemnify or
3 hold the COUNTY harmless, the SUBCONTRACTOR shall procure and maintain or
4 cause to be maintained, at its sole cost and expense, the following insurance coverages
5 during the term of this AGREEMENT:

6 **20.1 Workers' Compensation**

7 If the SUBCONTRACTOR has employees as defined by the State of California,
8 the SUBCONTRACTOR shall maintain statutory Workers' Compensation Insurance
9 (Coverage A) as prescribed by the laws of the State of California. The Policy shall
10 include Employers' Liability (Coverage B) including Occupational Disease with limits not
11 less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive
12 subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed
13 Servant/Alternate Employer Endorsement.

14 **20.2 Commercial General Liability**

15 Commercial General Liability insurance coverage, including but not limited to,
16 premises liability, contractual liability, products and completed operations liability,
17 personal and advertising injury covering claims which may arise from or out of the
18 SUBCONTRACTOR performance of its obligations hereunder. The Policy shall name
19 County of Riverside, its Agencies, Districts, Special Districts and Departments and their
20 respective directors, officers, Board of Supervisors, elected and appointed officials,
21 employees, agents and representatives as Additional Insureds. The Policy's limit of
22 liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such
23 insurance contains a general aggregate limit, it shall apply separately to this
24 AGREEMENT or be no less than two (2) times the occurrence limit.

25 **20.3 Vehicle Liability**

26 If the SUBCONTRACTOR's vehicles or mobile equipment are used in the
27 performance of the obligations under this AGREEMENT, then the SUBCONTRACTOR
28 shall maintain liability insurance for all owned, non-owned or hired vehicles so used in

1 an amount not less than **\$1,000,000** per occurrence combined single limit. If such
2 insurance contains a general aggregate limit, it shall apply separately to this
3 AGREEMENT or be no less than two (2) times the occurrence limit. Policy shall name
4 The County, its Districts, Special Districts, and Departments, the Workforce
5 Development Board, their respective directors, officers, Board of Supervisors, elected or
6 appointed officials, agents or representatives as Additional Insureds.

7 **20.4 Professional Liability Insurance**

8 The SUBCONTRACTOR shall maintain Professional Liability Insurance providing
9 coverage for the SUBCONTRACTOR's performance of work included within this
10 AGREEMENT, with a limit of liability of not less than **\$1,000,000** per occurrence and
11 **\$2,000,000** annual aggregate. If the SUBCONTRACTOR's Professional Liability
12 Insurance is written on a claims made basis rather than an occurrence basis, such
13 insurance shall continue through the term of this AGREEMENT and the
14 SUBCONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting
15 Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new
16 insurer with a retroactive date back to the date of, or prior to, the inception of this
17 AGREEMENT; or 3) demonstrate through Certificates of Insurance that the
18 SUBCONTRACTOR has Maintained continuous coverage with the same or original
19 insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5)
20 years beyond the termination of this AGREEMENT.

21 **20.5 General Insurance Provisions - All lines**

22 a) Any insurance carrier providing insurance coverage hereunder shall
23 be admitted to the State of California and have an A M BEST rating of not less than A:
24 VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk
25 Manager. If the COUNTY'S Risk Manager waives a requirement for a particular insurer
26 such waiver is only valid for that specific insurer and only for one policy term.

27 b) The SUBCONTRACTOR's insurance carrier(s) must declare its
28 insurance deductibles or self-insured retentions. If such deductibles or self-insured

1 retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall
2 have the prior written consent of the COUNTY Risk Manager before the commencement
3 of operations under this AGREEMENT. Upon notification of deductibles or self-insured
4 retention's unacceptable to the COUNTY, and at the election of the COUNTY'S Risk
5 Manager, the SUBCONTRACTOR's carriers shall either; 1) reduce or eliminate such
6 deductibles or self-insured retention's as respects this AGREEMENT with the COUNTY,
7 or 2) procure a bond which guarantees payment of losses and related investigations,
8 claims administration, and defense costs and expenses.

9 c) The SUBCONTRACTOR shall cause the SUBCONTRACTOR's
10 insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed
11 original Certificate(s) of Insurance and certified original copies of Endorsements effecting
12 coverage as required herein, or 2) if requested to do so orally or in writing by the
13 COUNTY Risk Manager, provide original Certified copies of policies including all
14 Endorsements and all attachments thereto, showing such insurance is in full force and
15 effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of
16 the insurance carrier(s) that thirty (30) days written notice shall be given to the County
17 of Riverside prior to any material modification, cancellation, expiration or reduction in
18 coverage of such insurance. In the event of a material modification, cancellation,
19 expiration, or reduction in coverage, this AGREEMENT shall terminate forthwith, unless
20 the County of Riverside receives, prior to such effective date, another properly executed
21 original Certificate of Insurance and original copies of endorsements or certified original
22 policies, including all endorsements and attachments thereto evidencing coverage's set
23 forth herein and the insurance required herein is in full force and effect. The
24 SUBCONTRACTOR ***shall not commence operations until the COUNTY has been***
25 ***furnished original Certificate (s) of Insurance and certified original copies of***
26 ***endorsements or policies of insurance including all endorsements and any and all***
27 ***other attachments as required in this Section. An individual authorized by the***

1 ***insurance carrier to do so on its behalf shall sign the original endorsements for***
2 ***each policy and the Certificate of Insurance.***

3 d) It is understood and agreed to by the parties hereto and the
4 insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant
5 and shall be construed as primary insurance, and the COUNTY'S insurance and/or
6 deductibles and/or self-insured retention's or self-insured programs shall not be
7 construed as contributory.

8 e) The COUNTY'S Reserved Rights--Insurance. If, during the term of
9 this AGREEMENT or any extension thereof, there is a material change in the
10 scope of services; or, there is a material change in the equipment to be used in
11 the performance of the scope of work (such as the use of aircraft or watercraft)
12 the COUNTY reserves the right to adjust the types of insurance required under
13 this AGREEMENT and the monetary limits of liability for the insurance coverage's
14 currently required herein, if; in the COUNTY Risk Manager's reasonable
15 judgment, the amount or type of insurance carried by SUBCONTRACTOR has
16 become inadequate.

17 f) The SUBCONTRACTOR shall pass down the insurance obligations
18 contained herein to all tiers of subcontractors working under this AGREEMENT.

19 g) The insurance requirements contained in this AGREEMENT may be
20 met with a program(s) of self-insurance acceptable to the COUNTY.

21 **21. General**

22 **21.1** The SUBCONTRACTOR shall not delegate or assign any interest in this
23 AGREEMENT, whether by operation of law or otherwise, without the prior written
24 consent of COUNTY. Any assignment or purported assignment of this AGREEMENT by
25 SUBCONTRACTOR without the prior written consent of COUNTY will be deemed void
26 and of no force or effect.

27 **21.2** Any waiver by the COUNTY of any breach of any one or more of the terms
28 of this AGREEMENT shall not be construed to be a waiver of any subsequent or other

1 breach of the same or of any other term of this AGREEMENT. Failure on the part of the
2 COUNTY to require exact, full and complete compliance with any terms of this
3 AGREEMENT shall not be construed as in any manner changing the terms or preventing
4 the COUNTY from enforcement of the terms of this AGREEMENT.

5 **21.3** In the event the SUBCONTRACTOR receives payment under this
6 AGREEMENT which is later disallowed by the COUNTY for nonconformance with the
7 terms of the AGREEMENT, the SUBCONTRACTOR shall promptly refund the
8 disallowed amount to the COUNTY on request; or at its option the COUNTY may offset
9 the amount disallowed from any payment due to the SUBCONTRACTOR.

10 **21.4** The SUBCONTRACTOR shall not provide partial delivery or shipment of
11 services or products unless specifically stated in the AGREEMENT.

12 **21.5** The SUBCONTRACTOR shall comply with all applicable Federal, State and
13 local laws and regulations. The SUBCONTRACTOR will comply with all applicable
14 COUNTY policies and procedures. In the event that there is a conflict between the
15 various laws or regulations that may apply, the SUBCONTRACTOR shall comply with
16 the more restrictive law or regulation.

17 **21.6** The SUBCONTRACTOR shall comply with all requirements of the
18 Occupational Safety and Health Administration (OSHA) standards and
19 SUBCONTRACTOR as set forth by the U.S. Department of Labor and the State of
20 California (Cal/OSHA).

21 **21.7** This AGREEMENT shall be governed by the laws of the State of California.
22 Any legal action related to the performance or interpretation of this AGREEMENT shall
23 be filed only in the Superior Court of the State of California located in Riverside,
24 California, and the parties waive any provision of law providing for a change of venue to
25 another location. In the event any provision in this AGREEMENT is held by a court of
26 competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will
27 nevertheless continue in full force without being impaired or invalidated in any way.

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1 **21.8** This AGREEMENT, including any attachments or exhibits, constitutes the
2 entire AGREEMENT of the parties with respect to its subject matter and supersedes all
3 prior and contemporaneous representations, proposals, discussions and
4 communications, whether oral or in writing. This AGREEMENT may be changed or
5 modified only by a written amendment signed by authorized representatives of both
6 parties. No oral understanding or agreement not incorporated herein shall be binding on
7 any of the parties hereto.

8 **21.9** If any project produces patentable items, patent rights, processes or
9 inventions in the course of work under a Department of Labor (DOL) grant or agreement,
10 the SUBCONTRACTOR shall report the fact promptly and fully to the COUNTY. The
11 COUNTY shall report the fact to the Grant Officer at DOL. Unless there is a prior
12 agreement between the COUNTY and the DOL or its representative on these matters,
13 DOL shall determine whether to seek protection on the invention or discovery. DOL or
14 its representative shall determine how the rights in the invention or discovery, including
15 rights under any patent issued thereon, will be allocated and administered in order to
16 protect the public interest consistent with the following Patent Policy found at 29 CFR
17 95.36 and 29 CFR 97.34.

18 **21.10** Unless otherwise provided in terms of the Grant or the AGREEMENT, when
19 copyrighted material is developed in the course of or under this AGREEMENT, the author
20 and the COUNTY which developed the work are free to copyright material or to permit
21 others to do so. The COUNTY and the Workforce Development Board shall have a
22 royalty-free, non-exclusive and irrevocable license to produce, publish, and use and to
23 authorize other to use all copyrighted material.

24 **21.11** All original reports, preliminary findings, or data assembled or compiled by
25 SUBCONTRACTOR under this AGREEMENT become the property of the COUNTY.
26 The COUNTY reserves the right to authorize others to use or reproduce such materials.
27 Therefore, such materials may not be circulated in whole or in part, nor released to the
28 public, without the direct authorization of the COUNTY.

1 **21.12** Any waiver by COUNTY of any breach of any one or more of the terms of
2 this AGREEMENT shall not be construed to be a waiver of any subsequent or other
3 breach of the same or of any other term thereof. Failure on the part of the COUNTY to
4 require exact, full and complete compliance with any terms of this AGREEMENT shall
5 not be construed as in any manner changing the terms hereof or stopping COUNTY from
6 enforcement hereof.

7 **21.13** Executive Order 12549, Debarment and Suspension, 34 CFR Part 85,
8 Section 85.510 (Lower Tier). The SUBCONTRACTOR certifies that neither it nor its
9 principals are presently debarred, suspended, proposed for debarment, declared
10 ineligible, or voluntarily excluded from participation in this transaction by any Federal
11 department or agency. Where the SUBCONTRACTOR is unable to certify to any of the
12 statements in this certification, SUBCONTRACTOR shall attach an explanation to this
13 AGREEMENT.

14 **21.14** The SUBCONTRACTOR shall assure that funds provided by this
15 AGREEMENT must be used exclusively for activities that are authorized under WIOA.
16 Co-mingling and/or diverting of funds to support the activities of other programs are not
17 authorized. Documentation supporting expenditures will be kept on file at the
18 SUBCONTRACTOR office and made available at all times for audit and monitoring
19 purposes for a period of no less than seven (7) years after the COUNTY makes final
20 payment and all pending matters are closed

21 **21.15** The SUBCONTRACTOR will comply with controls, recordkeeping and
22 accounting procedure requirements of WIOA, federal and state regulations and
23 directives to ensure the proper accounting for funds paid under this AGREEMENT. At
24 such times and in such form, the COUNTY may require statements, records, reports,
25 data and information pertaining to this AGREEMENT be maintained on file for purpose
26 of an audit or examination. Retention of all records for seven (7) years after the County
27 makes final payment and all other pending matters are closed, is required.

28

1 **21.16** The SUBCONTRACTOR shall establish and implement appropriate
2 internal management procedures to prevent fraud, abuse and criminal activity. Further,
3 the SUBCONTRACTOR shall establish a reporting process to ensure that the COUNTY
4 is notified immediately of any allegation of WIOA-related fraud, abuse or criminal activity
5 or any suspected or proven fraud, abuse or criminal acts committed by staff or
6 participants. If the allegation is of any emergency and/or fiscal nature, it shall be reported
7 to the COUNTY'S Administration Unit at (951) 955-3100, and immediately thereafter, a
8 written report shall be submitted. Proof of such report will be maintained in the
9 SUBCONTRACTOR file.

10 **21.17** Should the SUBCONTRACTOR fail to perform the services as outlined in
11 Exhibit "A", the COUNTY and the SUBCONTRACTOR will meet and confer to modify
12 the Scope of Services and compensation arrangements.

13 **21.18** SUBCONTRACTOR represents and warrants that SUBCONTRACTOR is
14 registered to do business in the State of California with the California Secretary of State.

15 **21.19** All correspondence and notices required or contemplated by this
16 AGREEMENT shall be delivered to the respective Parties in person or sent by one (1)
17 of the following methods, (1) registered U.S. mail, return receipt requested (postage
18 paid); (2) certified U.S. mail, return receipt requested (postage prepaid); or (3)
19 commercially recognized overnight service with tracking capabilities. Notices or
20 communications shall be deemed properly delivered to the respective Parties at the
21 addresses set forth below, or such other addresses provided by the Parties in writing,
22 and are deemed submitted as of the date personally delivered, or two days after their
23 deposit in the United States mail postage prepaid, or via overnight service:

24
25 County of Riverside Economic Development
26 Agency/Workforce Development Division
27 1325 Spruce Street, Suite 400
28 Riverside, CA 92507

California Family Life Center
930 North State Street
Hemet, CA 92543
Attention: Mary Jo Ramirez

1 Attention Carrie Harmon

Executive Director

2 Director of Workforce Development

3 [Signatures on Following Page]

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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.

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4 **COUNTY:**

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

8 **SUBCONTRACTOR:**

9 California Family Life Center,
10 a California Corporation

11 By: _____
12 Carrie Harmon, Director of Workforce
13 Development

14 By: _____
15 Mary Jo Ramirez, Executive Director

16 Dated: _____

17 Dated: _____

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APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By:  _____
Amrit Dhillon,
Deputy County Counsel

EXHIBIT "A"

SCOPE OF SERVICE

(Behind This Page)

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SCOPE OF SERVICE

A. Purpose:

During the term of the Service AGREEMENT for professional services by the SUBCONTRACOR entered into between CFLC (SUBCONTRACTOR) and the County of Riverside (COUNTY), SUBCONTRACTOR shall provide oversight of the "Board of Supervisors Legislative Intern Program." The Coordinator shall work extensively with Riverside County young adults by supervising young adults in internship environments; planning and developing new strategies for future needs of young adults; and working with evidenced-based young adult development and engagement strategies. The Young Adult Program Coordinator for the Riverside County Board of Supervisors is responsible for directing, scheduling, coordinating, and evaluating countywide annual young adult events, in addition to managing multiple program budgets, public relations functions and performing a wide range of administrative functions.

B. The Young Adult Program Coordinator shall provide the following services:

- Serve as a liaison between the Young Adult Program and the Riverside County Board of Supervisors;
- Coordinate all the Young Adult Commission (YC) events including recruitment and coordination of exhibitors, registration, invitees and high schools, interviews, welcome, meetings, officer trainings, coordinate, secure and approve venue, Young Adult Advisory Council (YAC) assignments, responsible for budget, responsible for follow-up and all administrative assignments as needed;
- Be responsible for Supervisorial District' specific recruitments for Legislative Interns, meetings events, assignments, schedules, and timesheets;
- Support the Board of Supervisors through the Young Adult Intern Programs, Young Adult Advisory Council and Young Adult Commissions meetings, Young Adult in Government Day, Young Adult Summit, and Young Adult Commission Retreat;
- Provide support to the Board of Supervisors by providing communication in advance with meeting agenda, and other needed materials; anticipate follow up calls to and from the Board of Supervisors, if needed, to finalize events or presentation;
- Attend and assist the YC by obtaining supplies and arranging for trips and guest speakers; anticipate follow up conference calls if needed to finalize the retreat presentation.;

Agreement Number: PY 2018/2019-201-CFLC

- 1 • Assist in the development of structures to support effective group
- 2 processing, planning and implementation;
- 3 • Support young adults to reflect on their work and develop new ideas for
- 4 improvement;
- 5 • Serve as an advocate and liaison to other program staff, directors and
- 6 local schools;
- 7 • Network with local young adult programs;
- 8 • Network with local schools to learn their needs and interests and to
- 9 identify young adults who may be interested in serving on the YAC
- 10 • Facilitate various recruitment activities for the Board of Supervisors or
- 11 other similar activities;
- 12 • Facilitate and coordinate the following Annual Events: 1) Youth Retreat,
- 13 2) Youth Summit, 3) Youth in Government Day, 4) Youth Commission
- 14 Officer Induction Ceremony & Training, 5) Annual Report, 6) Social Media
- 15 (Website, Facebook, & Instagram) Update before and after each event
- 16 • Facilitate and coordinate all administrative assignments as needed;

17 **C.** The Young Adult Program Coordinator shall submit a report with each invoice
18 outlining the tasks completed for that billing period.
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EXHIBIT "B"

PAYMENT SCHEDULE

(Behind This Page)

Total payment schedule shall not exceed \$75,000 and is all inclusive.

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PROFESSIONAL SERVICES PROGRAM SERVICES

Program Line Item Budget Form

(For the period: July 1, 2018 – June 30, 2019)

BUDGET EXPENDITURE PLAN

		7/18	8/18	9/18	10/18	11/18	12/18	1/19	2/19	3/19	4/19	5/19	6/19
Total Program	Monthly	6250	6250	6250	6250	6250	6250	6250	6250	6250	6250	6250	6250
	Y-T-D	6250	12500	18750	25000	31250	37500	43750	50000	56250	62500	68750	75000

Program Line Item Budget Form

PROFESSIONAL SERVICES PROGRAM SERVICES

(For the Period: July 1, 2018-June 30, 2019)

SECTION-C - OTHER PROGRAM EXPENSES				
1. TRAVEL COST (s)				
	Rate per Mile	Miles per Week	Number of Weeks	TOTAL COST
1a. YOC Employee's	0.545	135	52	3,826
1b. Other Vehicle Costs				
Vehicle Costs: Lease/Rental/Mileage				0
SUBTOTAL TRAVEL (Total 1a. & 1b.)				3,826
2. Office Supplies				1,500
3. Training/Workshops/Events				3,700
4. Printing/Postage				1,000
5. Equipment: Laptop and Accessories				0
6. Employee Clearance/Medical/TB/Vehicle Inspection/Relias Staff Training				264
7. Payroll Fees				250
8. Employee Morale				300
SUBTOTAL (#2-#11)				7,014
***TOTAL PROGRAM COSTS – (Total of Sections A+B+C)				75,000
Indirect Cost Rate % of				0

NOTE : If you purchase equipment, you must complete the Budget Form for Program Equipment. If indirect cost rate is charged, you must submit cost rate letter from a cognizant federal agency. If you have an indirect cost rate, you cannot apply the rate to Section A, Participant Cost or Section C, Youth Incentive Bonus.

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EXHIBIT "C"
INVOICE FORM
(Behind This Page)

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INVOICE FORM TO BE PROVIDED ON LETTERHEAD

CONTRACTOR Name:		
Mailing/Remittance Address:		
Invoice Number:		
Payment Requestor/Service/Rate/Type:		
Date:	Deliverable:	Rate:
Total for this Invoice:		