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



ITEM 3.15 (ID # 8245)

MEETING DATE:

Tuesday, January 8, 2019

FROM: ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) / WORKFORCE DEVELOPMENT DIVISION: Prison to Employment Regional Planning Grant Award from the California Workforce Development Board [\$190,000], All Districts, 100% State

General Funds; 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. Accept the award of the Prison to Employment Regional Planning Grant funding in the amount of \$190,000 (Planning Grant) on behalf of the Inland Empire Regional Planning Unit (IERPU), comprised of the Riverside County and San Bernardino County Workforce Development Boards;
- 3. Approve and ratify the attached Prison to Employment Regional Planning Grant Agreement between the California Workforce Development Board and the Riverside County Economic Development Agency, Workforce Development Division in the amount of \$190,000 with a term of October 1, 2018 through March 31, 2020 (Planning Grant Agreement) and authorize the Director of Workforce Development to execute the Agreement on behalf of the County; and

ACTION: Policy

ben Field, Assistant County Executive Officer/ECD 12

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.

Aves:

Jeffries, Spiegel, Washington, Perez and Hewitt

Nays:

None

Absent: Date:

None

XC:

January 8, 2019

EDAWorkforce Development

Kecia Harper

XVIIII

Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

4. Authorize the Assistant County Executive Officer/ECD, or designee, to take all steps necessary to implement the Planning Grant including, but not limited to, signing subsequent essential and relevant documents and executing any non-substantive amendments, subject to approval by County Counsel, and apply for and accept any additional funds granted by the California Workforce Development Board under the Prison to Employment Initiative, subject to Board approval of corresponding award agreements.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Costs	Ongoing Cost	
COST	\$190,000	\$0	\$190,000	\$0	
NET COUNTY COST	\$0	\$0	\$0	\$0	
SOURCE OF FUNDS	: 100% State Ge	Budget Adj	Budget Adjustment No		
			For Fiscal Y 2019/20	'ear: 2018/19 -	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In 2011, Governor Brown signed AB 109 to reduce the volume of inmates convicted of low-level crimes in state prisons, placing more of these individuals under the purview of county probation departments. Under this structure, county probation departments now supervise individuals who have been released from state prisons and County jails, as well as individuals who have not been incarcerated at all.

As the impact of this legislation has taken hold, increasing attention has been placed on recidivism. Studies suggest a link between an individual's ability to find a job after release from prison and a reduced risk of returning to prison. However, workforce services are typically provided to the justice-involved population in an ad hoc fashion.

In July 2018, the California Legislature approved SB 856, which included allocation of state general funds to resource a Prison to Employment Initiative (Initiative). The California Workforce Development Board (CWDB) subsequently announced a series of related grants to be carried out over three State budget years. Initiative funding will be distributed to Regional Planning Units via three different grant types: (1) Planning Grants, (2) Implementation and Direct Services Grants; and (3) Supportive Services and Earn and Learn Grants.

On November 15, 2018, CWDB issued a Request for Applications for a Prison to Employment Planning Grant (Planning Grant), the first in the series of three grant types. The purpose of the Planning Grant is to fund collaborative development of regional partnerships and articulate plans to serve the formerly incarcerated and other justice involved individuals. The maximum Planning Grant amount varied by region. The Riverside County and San Bernardino County Workforce

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

Development Boards, which comprise the Inland Empire Regional Planning Unit (IERPU), were eligible for a maximum possible Grant amount of \$200,000. The Riverside County Economic Development Agency, Workforce Development Division (County), submitted an application for \$200,000 on behalf of the IERPU and was subsequently awarded a Planning Grant of \$190,000.

The Prison to Employment Regional Planning Grant Agreement between the County and the CWDB in the amount of \$190,000 with a term from October 1, 2018 through March 31, 2020 (Planning Grant Agreement) is attached hereto and incorporated herein by this reference. Staff recommend that the Board of Supervisors approve and ratify the Planning Grant Agreement, which has been approved as to form by County Counsel.

CWDB will release additional funds through the latter two grant types over the next three years. Each grant will be competitive and require separate application. As such, the County anticipates submitting one to two more applications under the Initiative on behalf of the IERPU. To expedite the application process, staff recommends that the Board of Supervisors authorize the Assistant County Executive Officer/ECD, or designee, to apply for these funds, subject to Board approval of the corresponding grant agreements for any awarded applications.

Impact on Residents and Businesses

Implementing activities under the Planning Grant will strengthen linkages between the workforce and corrections systems. In turn, processes by which formerly incarcerated and justice-involved individuals re-enter society and the labor force will be improved, advancing the overall goal of reducing recidivism.

Additional Fiscal Information

In fiscal years 2018/19 and 2019/20 there will be \$190,000 in costs, all of which will be paid for with Planning Grant funds derived from State General Funds. No budget adjustment is required.

Gregory V. Priapios, Director County Counsel

RF:HM:CH:lt:ls:tp:rs:hr

Page 3 of 3 ID#8245 3.15

STANDARD AG STD 213 (Rev. 10/2018)	REEMENT	AGREEMENT NUMBER PURCHASING AUTHORITY NUMBER (# EDD-7100				
1. This Agreement	s entered into between the Contracting	Agency and the Contractor nam	ed below:			
CONTRACTING AGENCY						
	e Development Board (CWDB)	*				
CONTRACTOR NAME						
	conomic Development Agency, Workford	e Development				
2. The term of this A	Agreement is:					
* * * * * * * * * * * * * * * * * * *	upon final approval					
THROUGH END DATE March 31, 2020						
3. The maximum a: \$190,000.00	mount of this Agreement is: One Hundred Ninety Thousand Dollar	s and No Cents				
Agreement.	e to comply with the terms and condition	s of the following exhibits, whic	h are by this reference made a part o			
EXHIBITS		TITLE		PAGES		
Exhibit A	Scope of Work					
Attachment A-1	Work Plan			3		
Exhibit B	Budget Detail and Payment Provisions			2		
Attachment B-1	Budget Narrative			2		
Attachment B-2	Budget Summary			1		
Exhibit C*	General Terms and Conditions			GTC 610		
Exhibit D	Special Terms and Conditions			3		
Exhibit E**	Request For Application (RFA) #83059					
Exhibit F	Contractor's Response to RFA #83059			62		
	** Items show with an Asterisk (**), are here attached hereto. The document can be view	wed in the contract file M9112246.				
These documents ca	n asterisk (*), are hereby incorporated by refe n be viewed at www.dgs.ca.gov/ols/resourc	es/standardcontractlanguage.asp	ment as if attached hereto. x			
IN WITNESS WHERE	OF, THIS AGREEMENT HAS BEEN EXECUTED L	CONTRACTOR				
	f other than an individual, state whether a corporat	ion, partnership, etc.)				
Riverside County E	conomic Development Agency, Workfor	ce Development				
CONTRACTOR BUSINES 1325 Spruce Stree		CITY Rive	rside CA	ZIP 92507		
PRINTED NAME OF PER		TITLE				
Carrie Harmon			ctor			
CONTRACTOR AUTHOR	RIZED SIGNATURE	DATE	SIGNED			

FORM APPROVED COUNTY COUNSEL

BY AMRIT P. SHILLON BATE

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES PURCHASING AUTHORITY NUMBER (if applicable) AGREEMENT NUMBER **STANDARD AGREEMENT** EDD-7100 M9112246 STD 213 (Rev. 10/2018) STATE OF CALIFORNIA CONTRACTING AGENCY NAME California Workforce Development Board STATE ZIP **CONTRACTING AGENCY ADDRESS** CITY 95814 CA 800 Capitol Mall, Suite 1022, MIC 45 Sacramento PRINTED NAME OF PERSON SIGNING TITLE **Laura Caputo Deputy Director** CONTRACTING AGENCY AUTHORIZED SIGNATURE DATE SIGNED CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL EXEMPTION, IF APPLICABLE **SCM Vol. 1 4.06**

EXHIBIT A (Standard Agreement)

SCOPE OF WORK

1. This Agreement is entered into by and between the California Workforce Development Board, hereinafter referred to as CWDB and the Riverside County Economic Development Agency, Workforce Development (RCEDA), hereinafter referred to as Contractor, for the purpose of securing a Subject Matter Expert (SME) for workforce partner collaborations, and to assist in further development of existing prisoner workforce re-entry programs. The tasks are identified in Attachment A-1, Work Plan, and further defined in Exhibit F, Contractor's Response to Request for Application (RFA) No. 83059.

The Contractor will comply with the terms and conditions of Exhibit A, Scope of Work, Attachment A-1, Work Plan, Exhibit B, Budget Detail and Payment Provisions, Attachment B-1, Budget Narrative, Attachment B-2, Budget Summary, Exhibit C, General Terms and Conditions, Exhibit D, Special Terms and Conditions, Exhibit E, Request for Application (RFA) No. 83059, and Exhibit F, Contractor's Response to RFA No. 83059, which are by this reference made a part of the Agreement.

2. The project representatives during the term of this agreement will be:

State Agency

California Workforce Development Board

Attn: Laura Caputo

800 Capitol Mall, Suite 1022 Sacramento, CA 95814 Phone: (916) 657-1445

E-Mail: Laura.Caputo@cwdb.ca.gov

Contractor

Riverside County Economic Development Agency

Attn: Carrie Harmon 1325 Spruce Street Riverside, CA 92507 Phone: (951) 955-0464 E-Mail: charmon@rivco.org

ATTACHMENT A-1 (Standard Agreement) WORK PLAN



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Sounty Economic Development Agency/Workforce Development.

Countrier (Oct - Dag 2018)	
Training regarding serving formally incarcerated or justice involved	- 12 - 22 12 22 22 22 12 12 22
individuals	9/26-28/2018, 10/2/2018
O Selecting trainers and subject matter experts	
o Day long trainings offered free of charge for partners. Increased knowledge and collaboration for partners working with justice involved population.	
Selecting facilitator and/or subject matter expert(s) for community engagement	11/1/2018
o Interview and selection process by IERPU	
o Obtaining professional direction and expertise to secure maximum community engagement.	
Planning for stakeholder engagement process	12/1/18
o Enlisting a facilitator and/or subject matter expert(s) to organize and bring together stakeholders for idea sharing and dialogue	
o Collecting data/information for regional plan development.	
Regional outreach to potential partners	10/1/2018-12/1/2019
o IERPU Meetings and communications to enhance community connections	
O Aligning strategies for serving recently released individuals. Addition of	
Convening of stakeholders	12/31/18
O Securing facility, agenda and documents/information for involved	
 Securing commitments from desirable organizations working with the re-entry population. Reimbursement of expenses for non-governmental attendees. 	
Charter 2 Jon - Mair 2019)	
Re-designing Regional Plan to include and coordinate services to formally	
incarcerated and justice involved individuals	3/1/2019
O Hiring/Working with a facilitator to help with redesigning our current 2017-2020 WIOA IERPU Regional Plan	
o Modified document describing regional roadmap for coordinated service delivery throughout the Inland Empire.	
Identifying Resources	3/15/19
O Asset mapping of organizations that serve the reentry population, and training opportunities open to this population	

ATTACHMENT A-1 (Standard Agreement) WORK PLAN

Convening of stakeholders	3/31/19
O Securing facility, agenda and documents/information for involved	
O Securing commitments from desirable organizations working with the	
re-entry population. Reimbursement of expenses for non-governmental	
attendees.	
O Update P2E Implementation Plan	
Subjected 3 (Apr June 2019)	
Partnership Agreements	4/15/19
O Developing partnership agreements and MOUs with key partners	
o MOU agreements, formal and informal	
Convening of stakeholders	6/30/19
Securing facility, agenda and documents/information for involved	
O Securing commitments from desirable organizations working with the	
re-entry population. Reimbursement of expenses for non-governmental	
attendees.	
O Update P2E Implementation Plan	
Charter C (Joly - Sept 2019)	
Training regarding serving formally incarcerated or justice involved	
individuals.	9/30/19
Selecting trainers and subject matter experts	
O Day long trainings offered free of charge for partners. Increased	
knowledge and collaboration for partners working with justice involved	
population.	
Convening of stakeholders	9/30/19
Securing facility, agenda and documents/information for involved organizations	
O Securing commitments from desirable organizations working with the re-entry population. Reimbursement of expenses for non-governmental attendees.	
O Update P2E Implementation Plan	
Dioxiner's (Oct 3-Det 2019)	
Convening of stakeholders	12/31/19
O Securing facility, agenda and documents/information for involved	
organizations	
o Securing commitments from desirable organizations working with the	
re-entry population. Reimbursement of expenses for non-governmental	
attendees.	
O Update P2E Implementation Plan	
Querter 6 (Jan - Mar 2020)	
Convening of stakeholders	3/31/20
o Securing facility, agenda and documents/information for involved	
organizations	

ATTACHMENT A-1 (Standard Agreement) WORK PLAN

CWDB No. M9112246 CWDB/RCEDA Page 3 of 3

o Securing commitments from desirable organizations	working with the				
re-entry population. Reimbursement of expenses for n	on-governmental				
attendees.			3 (1 44.5	
o Finalize P2E Implementation Plan					

EXHIBIT B (Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

- For services satisfactorily rendered and upon receipt and approval of the invoices, CWDB agrees to compensate the Contractor in accordance with Attachment B-1, Budget Narrative and Attachment B-2, Budget Summary. The total amount of this Agreement shall not exceed <u>One Hundred Ninety Thousand Dollars and No Cents</u> (\$190,000.00).
- 2. Invoices shall include the Contract Number M9112246 and shall be submitted monthly in triplicate, in arrears to:

California Workforce Investment Board Attn: Laura Caputo 800 Capitol Mall, Suite 1022 Sacramento, CA 95814

3. The Contractor is responsible for ensuring that invoices submitted to the CWDB claim actual expenditures for eligible project costs under Attachments B-1 and B-2. Contractor shall, upon demand, remit to the CWDB any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Contractor in violation of the terms, provisions, conditions, or commitments of this Grant Agreement.

B. Withholding of Grant Disbursements

- 1. The CWDB may withhold all or any portion of the grant funds provided for by this Grant Agreement in the event that that the Contractor has materially and substantially breached the terms and conditions of this Grant Agreement, including submission of required reports and data.
- 2. The CWDB will not reimburse Contractor for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently discovered to be ineligible, the CWDB may either withhold an equal amount from subsequent payments to the Contractor or require repayment of an equal amount to the state by the Contractor.
- In the event that grant funds are withheld from the Contractor, the CWDB's Executive
 Director or designee shall notify the Contractor of the reasons for withholding and advise
 the Contractor of the time within which the Contractor may remedy the situation leading
 to the withholding.

C. Budget Contingency Clause

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government or by the State of California for the Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Agreement in any manner.

The parties mutually agree that if the Congress and/or Legislature does not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.

D. California Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code § 927, et seq.

ATTACHMENT B-1 (Standard Agreement) BUDGET NARRATIVE

Grantee	Riverside County Economic Develo	pment Agency, '	Workforce Develo	opment	
List job titl	es of staff working on project (FTE)	Salaries	Fringe Benefits	Benefits %	Total
DS III - Reer	ntry Coordinator @ 1.0 FTE	\$49,151.00	\$21,064.00	30.00%	\$70,215.00
	Subtotal	\$49,151.00		30.00%	\$70,215.00
2	Sendinger 19	\$750/mtg x 6 p	partners x 2 mtgs		\$9,000.00
3	ODE CONTRACTOR SES				
	- Facilities Rent	Based on FTEs			\$7,115.00
	- Office Supplies	General Use Su	ıpplies		\$500.0
	- Communications	Based on FTEs	\$225.0		
	- Facilities Maintenance	Based on FTEs			\$945.00
4	Commence Suishasak & Suimkurs	. Z			
	- Purchases	N/A			\$0.00
	- Leases	N/A			\$0.0
5	SAGONE/ANSELICHONAL MASSIELAIS	Training-related convening	d materials for pa	rtnership	\$6,000.00
6	(Stron Payments/Vouchers	N/A			\$0.0
7	Trainin (Costa)	N/A			\$0.0
8	Supportive Services	N/A			\$0.0
9	polices costs	N/A			\$0.0
10	(Shei-Program Services	6	rental, meeting s r Convenings) x 6		\$6,000.00
		Partner mileag	e/travel reimburs	sements	\$5,000.0

CWDB No. M9112246 CWDB/RCEDA Page 2 of 2

ATTACHMENT B-1 (Standard Agreement) BUDGET NARRATIVE

TBD - Subcontract for facilitator: \$35,000. TBD - Subcontract for subject matter expert(s): \$50,000 - Subcontracts for facilitator(s) and/or subject matter expert(s) to organize and bring together stakeholders for idea sharing and dialogue. Facilitate stakeholder convenings focusing on formerly incarcerated and justice \$85,000.00 involved individuals; to develop a systems approach to serving this population; to assist in the modification of the IERPU Regional Plan; and to optimize community engagement process throughout the term of the grant. - Subcontractors will be secured as soon as planning grant funding is received.

	Amount	Percentage
	\$0.00	0%
	\$190,000.00	100%

ATTACHMENT B-2 (Standard Agreement) BUDGET SUMMARY

Grantee	Riverside County E	conomic Deve	lopment Agency	, Workforce De	evelopment
	clones and	\$0.00	\$70,215.00	\$0.00	\$70,215.00
2500000	Inavel:	\$0.00	\$9,000.00	\$0.00	\$9,000.00
3 Open	King Expenses			74	
	Facilities Rent	\$0.00	\$7,115.00	\$0.00	\$7,115.00
-(Office Supplies	\$0.00	\$500.00	\$0.00	\$500.00
- C	ommunications	\$0.00	\$225.00	\$0.00	\$225.00
- Facil	lities Maintenance	\$0.00	\$945.00	\$0.00	\$945.00
4	ment Purchases niture				
	- Purchases	\$0.00	\$0.00	\$0.00	\$0.00
	- Leases	\$0.00	\$0.00	\$0.00	\$0.00
1383703356638	g/instructional cals	\$0.00	\$6,000.00	\$0.00	\$6,000.00
6 Payni	n ents/Vouthers	\$0.00	\$0.00	\$0.00	\$0.00
7 Trajn	ng Gosti	\$0.00	\$0.00	\$0.00	\$0.00
8 Stroit	Mive Services	\$0.00	\$0.00	\$0.00	\$0.00
9 11-47	0.000	\$0.00	\$0.00	\$0.00	\$0.00
TO MARKET	Program see	\$0.00	\$0.00	\$96,000.00	\$96,000.00
		\$0.00	30.00	\$30,000.00	430,00

Total Cost	Percentage
\$0.00	0%
\$190,000.00	100%
\$190,000.00	100%

^{*}Administrative Costs not to exceed 10% of total budget

EXHIBIT D

(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Subcontractors or Subgrantees

Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the State and any subcontractors or subgrantees, and no subcontract or subgrant shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors or subgrantees and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractors or subgrantees is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor or subgrantee.

2. Consultant-Staff Expenses

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have contractual relationship with any governmental entity.

3. Public Contract Code (Consultant Services)

The Contractor is advised that he/she has certain duties, obligations, and rights under the Public Contract Code §§ 10335 – 10381 and 10410 - 10412, with which the Contractor should be familiar. These Public Contract Code sections can be viewed at:

http://www.leginfo.ca.gov/cgi-bin/displaycode?section=pcc&group=10001-11000&file=10335-10381

http://www.leginfo.ca.gov/cgi-bin/displaycode?section=pcc&group=10001-11000&file=10410-10412

4. Contractor Evaluation

Within sixty (60) days after the completion of this Agreement, the Contract Manager shall complete a written evaluation of Contractor's performance under this Agreement. If Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the State Department of General Services, Office of Legal Services, and to Contractor within 15 working days of the completion of the evaluation. (PCC 10369)

5. Contractor agrees to provide an education and training assessment for each individual of the supervised population who participates in this project pursuant to Penal Code Section 1234.3(c). The assessment may be undertaken by the contractor or by another entity. A prior assessment of an individual may be used if, in the determination of the CWIB, its results are accurate.

6. Termination Clause

This Agreement may be terminated by CWDB by giving written notice 30 days prior to the effective date of such termination.

EXHIBIT D

(Standard Agreement)

7. Advance Work

Should the Contractor begin work before receiving a copy of the approved Agreement, any work performed before approval shall be considered as having been done at the Contractor's own risk and as a volunteer.

8. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in the this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods and other natural disasters such that performance is impossible.

9. Change in Contractor Staff

Should a Contractor's team member(s) become unavailable prior to a start date agreed upon with CWDB, the Contractor will propose an equally well-qualified replacement consultant after consultation with CWDB. All replacements are subject to CWDB approval. Switching staff that were identified in the Contractor's proposal with alternates immediately, or soon thereafter, after execution of this Agreement, are grounds for termination of this contract. CWDB has the right to request removal and/or replacement of Contractor resources.

10. Avoidance of Conflicts of Interest by the Contractor

- A. The Contractor agrees that all reasonable efforts will be made to ensure that no conflict of interest exists between its officers, agents, employees, consultants, or members of its governing body.
- B. The Contractor shall prevent its officers, agents, employees, consultants or members of its governing body from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business or other ties.
- C. In the event that CWDB determines that a conflict of interest situation exists, any cost associated with the conflict may constitute grounds for termination of this agreement. This provision shall not be construed to prohibit the employment of persons with whom the Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant and such persons have successfully competed for employment with other applicants on a merit basis.
- D. Certain consultants designated by the CWDB's Conflict of Interest Code are required to file a Statement of Economic Interests, Form 700. The Contractor agrees that if the Director of EDD determines that a Statement of Economic Interests, Form 700, is required, the consultant shall obtain the Form 700 and filing instructions from the CWDB Personnel Office.

11. Travel Clause

The travel and per diem shall be set in accordance with Department of Personnel Administration for comparable classes and that no travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CWDB.

EXHIBIT D

(Standard Agreement)

12. Workforce Innovation and Opportunity Act

Contractor agrees to conform to nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 CFR, Part 37 and 38.

13. Disputes

If the Contractor is disputes an action of the CWDB in the administration of this Grant Agreement, the Contractor may appeal to the CWDB's Executive Director or designee. Such appeals shall be filed within 30 calendar days of the notification from Contractor of such dispute. The appeal shall be in writing and 1) state the basis for the appeal, 2) state the action being requested of the Executive Director, and 3) include any documentation relating to the dispute.

The CWDB Executive Director will review the correspondence and related documentation and render a decision of the appeal within 30 calendar days, except in those cases where the Contractor withdraws or abandons the appeal. The procedural time requirement may be waived with the mutual consent of the Contractor and the Executive Director.

- 14. Contractor shall cooperate with CWDB with regard to the performance of this agreement.
- 15. Contractor shall cooperate with CWDB to provide timely responses to any requests for data and/or reports the Legislature and/or CWDB deems necessary for the evaluation of the grant program. Such data may include individual program participant data. Contractor further understands and agrees that this data will be shared with the Legislature and other stakeholders.
- 16. Contractor is responsible for the project activities identified in the original Grant Proposal submitted to the CWDB, which is attached to and made a part of this Grant Agreement. Review and approval by the CWDB is solely for the purpose of proper administration of grant funds by EDD and shall not be deemed to relieve or restrict the Contractor's responsibility.
- 17. Contractor shall fulfill all assurances, declarations, representations, and statements made by the Contractor in the Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.
- 18. Contractor agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

Prision to Employment Planning Grant

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EDD RFA #80024

Cover Page EXHIBIT F: Contractor's Response to RFA #83059 (Standard Agreement)

Applicant Riverside County Economic Development Agency, Workforce Development

Budget			 	· · · · · · · · · · · · · · · · · · ·			\$	200,000	
nount				<u>-</u>			\$	200,000	
· · · · · ·							\$	70,638	
			T	1325 Spruce Street					
City & Zip Code:				Riverside, C	A 92507				
County: Riverside									
ontact	Person and	Title:		Thi Pham, A	Assistant Region	al Manager,	IERPU Regio	onal Organizer	
951-95	5-0464	Fax:	951-9	55-3131	E-mail:	tpham@i	rivco.org		
er:	839569605								
gion:	Inland	Empire F	Regiona	l Planning (Jnit (IERPU)				
Trades						olar Instillatio	on, Cullinary, a	and other sectors	
	Rivers (CDCF Entry (Desert	R), Rivers Collabora I Valley B	side She ative, Co Builders	eriff's Depar blege of the Assoication	tment, San Berr Desert, Center (DVBA), Buildir	ardino Sher for Employm ng Industry A	iff's Dept., Sa nent, Opportul Association (B	n Bernardino County Re nties, United Way 211, IA), Adult Education	
Author									
e Harmo	on			Title:					
iY	Kn			Date: 8/24/1%	8/24/20	8 E-mail:	<u>char</u>	mon@rivco.org	
	mount de: 951-95 er: gion: Trades:	de: Sontact Person and 951-955-0464 er: 839569605 gion: Inland Trades: Manufidentifi Rivers (CDCF Entry (Desert Progra Authorized Repre	de: Sontact Person and Title: 951-955-0464 Fax: er: 839569605 gion: Inland Empire I Manufacturing, identified as a r Riverside Prob (CDCR), Rivers Entry Collabora Desert Valley E Programs (AEF Authorized Representations) Harmon	de: 951-955-0464 Fax: 951-955-0464	de: Riverside, C Riverside Contact Person and Title: P51-955-0464 Fax: P51-955-3131 Pr: R39569605 Gion: Inland Empire Regional Planning U Manufacturing, Utilities, Logistics, identified as a result of Stakeholde Riverside Probation, San Bernardi (CDCR), Riverside Sheriff's Depar Entry Collaborative, College of the Desert Valley Builders Assoication Programs (AEP), GRID Alternative Authorized Representative Harmon Title: Date:	1325 Spruce Street	1325 Spruce Street	1325 Spruce Street	

P2E Planning Grant Narrative

Background:

In 2017, a total of 33,347 incarcerated individuals from Riverside County and 41,156 incarcerated individuals from San Bernardino County were released back into the community. Each year the number of prisoners released is increasing due to the passage and enactment of voter proposition 57, which allows for parole consideration for non-violent felons and changes additional policies facilitating earlier prison release for many more. This increase is not temporary, but projected to continue each year through the foreseeable future. Because of this significant progression, it is imperative that we work to strengthen the linkages between the workforce and corrections systems in order to improve the process by which the formerly incarcerated and justice-involved individuals re-enter society and the labor force.

As a regional entity, both Riverside and San Bernardino Counties have promoted in-prison job training rehabilitative services or have participated in programs designed to foster job acquisition post release. Although there may have been some coordination, there has not been a large-scale cross-county regional approach to facilitate long-term outcomes in reducing recidivism and enhancing employment opportunities.

Everything changed with the announcement of Governor Brown's 2018 budget proposal granting funding for the integration of workforce and reentry services. As the Inland Empire Regional Planning Unit (IERPU), Riverside and San Bernardino Counties are fully committed to eliminate critical gaps in our current reentry system by collaborating and restructuring partnerships between our workforce development boards, corrections systems, community based organizations and local business owners.

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

In an effort to maximize efficiencies and operate in a fiscally responsible manner, the IERPU Memorandum of Understanding (MOU), attached, serves as an umbrella agreement for all Workforce Innovation & Opportunity Act (WIOA) funding for regional plan activities. The MOU allows for the sharing of funds within the IERPU in a streamlined manner and is an example of the successful collaboration of this region.

The Prison to Employment project encompasses our shared vision and allows the WDBs to continue to move the needle for collaboration by removing barriers that prevent smooth processes.

Planning Activities:

Initially, the IERPU plans to revise and update our current 2017-2020 WIOA IERPU Regional Plan to include the coordination of workforce and reentry services within Riverside and San Bernardino Counties. This updated plan will describe how IERPU will partner with Community Based Organizations, reentry service providers, State Parole, and County Probation Departments to provide integrated services to justice-involved individuals. Because this is a cornerstone of our strategic effort, we will be utilizing a portion of the money received for our planning grant to bring on board a facilitator for this process. These modifications to our regional plan will serve as a blueprint for improving outcomes and reducing recidivism for recently released individuals.

While simultaneously working to update our regional plan, we will invest time in coordinating stronger partnerships with state agencies immersed in serving incarcerated and recently released individuals. These meetings will involve individuals from Workforce Development programs, State Parole, County Probation and County Sheriff Departments. In preparation for this planning process, we have already contacted each of these entities and spoken about initial needs and priorities within the law enforcement community.

Finally, we intend to procure a facilitator well acquainted with enlisting the participation and engagement of community, businesses, and nonprofit entities through a cultivation of ideas centered on stakeholder convening meetings. By enlisting professionals well versed in community engagement, we can secure accurate data and expedient results for everyone involved. Training and educational opportunities for those serving the justice-involved population will also be included in our planning schedule. In a proactive IERPU effort, we have already calendared reentry training for the months of September and October 2018. Workforce development specialists from both counties will attend, and we are inviting America's Job Center of California (AJCC) system partners including Employment Development Department and law enforcement entities. Our objectives for these trainings include; comparing trends and statistics of the reentry population, identifying specific challenges faced by reentry customers, describing workforce development strategies, key partner relations and determining potential job placement issues and barriers. The training will be duplicated across the region and other events will be designed to include more stakeholders, especially local CBOs and faith-based organizations that serve the population.

As the regional plan modification occurs, partnership agreements will be put in place or expanded with key stakeholders such as County Probation departments, County Sheriff, the Reentry Collaborative of San Bernardino County, community colleges, etc. The attached letters of intent-to-partner attribute to the fact that we have partners ready and willing to collaborate on this

important project. These agreements will solidify the partnerships described in the "Current and Intended Partnerships" section below.

It is our hope that this plan of action will allow us to achieve the maximum effectiveness in preparation of the upcoming implementation grant. The IERPU's goal for the Prison to Employment Initiative is to maximize employment opportunities for the formerly incarcerated or justice-involved population by addressing barriers and creating career pathways with sustainable, long-term waged jobs.

Current and Intended Partnerships:

Utilizing partnerships to better link job training, work experience, education and additional services both prior to and after release from incarceration will enable our justice-involved population to be successfully integrated into society as quickly as possible. Incorporating collaboration and innovation to invoke systematic change will not only benefit those recently released from prison, but will also serve to benefit our communities in a very long-term and meaningful way. Because of this, and the excitement within our region for positive change, we have already met with the following state and community based organizations to promote collaboration.

- 1. Riverside County Probation Department Has a mission statement of serving Courts, protecting our community, changing lives. Employment changes lives, leads to reduced recidivism and makes our community safer places to live.
- San Bernardino County Probation Department Works to protect the community through assessment, treatment and assistance of adult and juvenile offenders by providing a range of effective services based on legal requirements and recognized professional standards.
- California Department of Corrections and Rehabilitation (CDCR Parole) The CDCR is
 responsible for the operation of the California state prison and parole systems. They
 enhance public safety through safe and secure incarceration of offenders, effective parole
 supervision, and rehabilitative strategies that successfully reintegrate offenders into our
 communities.
- 4. Riverside County Sheriff Department The Riverside Sheriff Department is the 2nd-largest Sheriff office in California, managing five correctional facilities, Coroner-Public Administrator duties, and providing court services. Since 2005 the Workforce Development has been involved in a strong partnership with the Riverside County Sheriff Department providing reentry services to offenders remanded to custody of the Sheriff and housed within our correctional facilities.
- 5. San Bernardino County Sheriff Department The San Bernardino County Sheriff Department is the law enforcement agency for the largest geographical county in the nation. The SBCWDB has had a MOU in place for 10 years with this department to house two Workforce Development Specialists at the Glen Helen Detention Center assisting soon-to-be-released men and women with job readiness. The Sheriff also has a

- Transitional Assistance Team (START) helping inmates to form a discharge reentry plan, connecting them with community resources and service providers in the County.
- 6. College of the Desert (COD) The Building and Energy Systems Professional Consortia strong workforce initiative project (BESP) offers AA degree programs to address the shortfalls within the career fields of energy, construction and utilities. Seven colleges participate in this program including: Moreno Valley College, Norco College, Riverside City College, Barstow Collage, San Bernardino, Valley College, Chaffey College and College of the Desert. Each is looking to serve reentry participants in this training process.
- 7. Center for Employment Opportunities (CEO) Guides participants through the necessary steps to finding and sustaining full-time, long-term employment. CEO was found to significantly reduce re-arrests, reconviction and re-incarceration within three years of release while helping improve public safety.
- 8. San Bernardino County Reentry Collaborative (SBCRC) Is a partnership established by the San Bernardino County Public Health Department of over 15 County agencies, organizations, CBOs and correctional institutions committed to making our communities safer through the successful reentry and long-term success of the formerly incarcerated.
- 9. **211 United Way** 2-1-1 is a toll free, confidential service providing San Bernardino and Riverside County residents access and referrals to community and health information 24 hours a day, 7-days a week and in many languages. This service has listed prison reentry as a priority concern and have assigned two reentry specialists to assist callers and connect them to focused resources.
- 10. Building Industry Association (BIA) is a nonprofit trade association of builders and developers. The Riverside County and Baldy View Chapters in the Inland Empire represent over 1,000 businesses. These associations are willing to help train and employ formerly incarcerated individuals within the construction industry. BIA has developed curriculum to meet the need of the industry, creating a pipeline for employment for this population.
- 11. **Desert Valley Builders Association (DVBA)** The Desert Valleys Builders Association represents all levels of the construction and building industries. They are committed to ensuring that building of all types remains vibrant and strong in the Coachella, Palo Verde and Imperial Valleys. This association is looking to employ the formerly incarcerated.
- 12. Adult Education Programs (AEP) Utilizes state funds provided to eligible consortia for implementing regional plans for adult education. These plans include individuals recently released from incarceration. Each of the AEP consortiums within the Inland Empire are represented under the AJCC System MOUs currently in place. The Consortium Leads are part of many current partnerships with the WDBs and have expressed commitment to be at the planning table for this initiative.
- 13. **GRID Alternatives** This organization provides clean, renewable energy technology. They offer paid internships and job training opportunities for justice-involved individuals. GRID Alternatives has worked extensively with Riverside County Workforce Development to train and employ many underserved populations within our region.

- 14. California State San Bernardino Reentry Initiative (CSRI) Education based comprehensive program offering services to parolees returning to the Inland Empire. Their services include: batterer's Intervention, anger management, substance abuse counseling, GED, employment services, transitional housing and parenting to name a few. CSRI has four locations serving Victorville, San Bernardino, Moreno Valley and Indio.
- 15. Operation New Hope Reduces the recidivism and dropout rates of at risk youth and those on probation and parole throughout San Bernardino County by providing our Evidence Based Practice (EBP) program of job training, work experience, case management, educational opportunities, and leadership development.
- 16. Riverside/San Bernardino Departments of Public Health Assures the quality and accessibility of health services throughout the County. Placing a high value on strong working alliances with local community groups representing diverse populations.
- 17. Riverside/San Bernardino Community College Districts Has a demonstrated and proven partnership with County Workforce Development Boards and is an approved trainer under the Regional SlingShot Initiative with both Counties. They currently partner with Cal State SB Reentry Initiative and Urban Conservation Corps. to provide transitional work crews for parolees. Participants receive daily cash wages, work experience, job readiness training and job placement.
- 18. California Construction and Industrial Materials Association (CALCIMA) A statewide trade association for aggregate, ready mixed concrete, and industrial mineral operations. Member companies operate about 500 plants in California.

Along with these current and intended partnerships, we anticipate engaging and reaching out to organizations currently serving the target population that have yet to be connected to the entire workforce system in our region. These organizations will further expand the types of provisions we can offer, as well as bringing additional ideas and strategies to the table.

Funding Request:

The Regional Planning Unit of Riverside and San Bernardino Counties has worked together to successfully coordinate and implement various projects for the betterment of our citizens and local communities. Because of this established partnership, and the magnitude of this collaborative effort in our region, we are requesting the full amount of \$200,000 for this planning grant application.

It is with great excitement that we look forward to partnering together to align resources; establishing viable conduits to seamlessly blend individuals recently released from the justice system onto a path towards education, social health, meaningful employment and full reintegration into society. Our objective is not to provide a temporary fix, but a strategic plan that will produce sustainable wage jobs for upward mobility through the creation of career pathways, apprenticeships and educational opportunities.

CLERK'S COPY

Page 7 of 62 MEMORANDUM OF UNDERSTANDING Riverside County Clerk of the Board, Stop 1010 FOR THE Post Office Box 1147, Riverside, Ca 92502-1147 Thank you

INLAND EMPIRE REGIONAL PLANNING UNIT WORKFORCE INNOVATION AND OPPORTUNITY ACT SUBGRANTS

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 <u>Recitals</u>. The aforementioned Recitals are true and correct and incorporated herein by this reference.
- 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 <u>Service Agreement</u>. 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 <u>Subgrant Program Year Updates</u>. 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. <u>Indemnification</u>. 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. <u>Termination</u>. 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. <u>Legal Authority</u>. 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. <u>No Third-Party Beneficiaries</u>. 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. <u>Section Headings</u>. 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. <u>Compliance with Laws and Regulations</u>. 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. <u>Authority to Execute</u>. 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. <u>Assignment</u>. 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. <u>Amendments</u>. 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. <u>Independent Contractor</u>. 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

BOARD OF SUPERVISORS

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

APPROVED AS TO FORM:

Gregory P. Priamos County Counsel

Maila R. Brown
Deputy County Counsel

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

Date: APR 0 3 2018

Robert A. Lovingood, Chairman BOARD OF SUPERVISORS

Laura H. Welch
Clerk of the Board of Supervised
of the County of Sin Bernanding Assess

By:
Deputy

ARDINO COUNTY

Approved as to Legal Form

Sonhib A Akine Deputy County Councel

Date

3/29/18

Reviewed for Contract Compliance

Miguel McQueen, Deputy Director

Date 3/29/18

Presented to BOS for Signature

avier, Deputy Executive Director

Date 3/30/18

EXHIBIT A

SUBGRANTS

Subgrant Number					Grant Start Date	Grant End Date	Total Grant Allotment	Service Agreemen 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 (in-kind services)	
K7102058	RIVERSIDE	2016	1087	1087 Regional Training Coordinator & Implementation PY 16/17	03/01/2017	03/31/2019	\$200,000	\$0 (in-kind services)	
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:

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

Agreement Number: [INSERT AGREEMENT REFERENCE]

This Service Agreement for Inland Empire Regional Planning Unit Workforce 1 Innovation and Opportunity Act (WIOA) Regional Plan Development and Training 2 Coordination (Agreement), is made and entered into this ____ day of _ 3 by and between San Bernardino County through its Economic Development Agency's 4 Workforce Development Department, ([INSERT: COUNTY or SUBCONTRACTOR]) and 5 the County of Riverside, a political subdivision of the State of California, by and through 6 its Economic Development Agency (EDA), Workforce Development Division (WDD), 7 ([INSERT: COUNTY or SUBCONTRACTOR]). COUNTY and SUBCONTRACTOR are 8 individually referred to as "Party" and collectively as "Parties," herein. 9 RECITALS 10 WHEREAS, the COUNTY has entered into a grant agreement with the State of 11 California, hereinafter referred to as the "Grantor," pursuant to the Workforce Innovation 12 13 and Opportunity Act of 2014 (WIOA); WHEREAS, the Riverside County Workforce Development Board (RCWDB) and 14 the San Bernardino County Workforce Development Board (SBCWDB) provide oversight 15 for their counties' WIOA programs, including, but not limited to meeting State workforce 16 performance goals, while addressing the workforce needs of the local economy in their 17 respective counties; and 18 WHEREAS, the Grantor designated the RCWDB and the SBCWDB as the Inland 19 20 Empire Regional Planning Unit (IERPU); WHEREAS, on behalf of the IERPU, the COUNTY applied for the [INSERT NAME 21 22 OF GRANTIfunding: WHEREAS, the Grantor designated the COUNTY as the administrative lead for 23 an award of [INSERT AMOUNT] to be used for regional planning, development, and 24 25 implementation; and WHEREAS, the COUNTY desires to contract with SUBCONTRACTOR based on 26 SUBCONTRACTOR's expertise, special skills, knowledge and experience in regional 27

Page 2 of 24

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Page 19 of 62

Agreement Number: [INSERT AGREEMENT REFERENCE]

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[INSERT DATE]

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3. <u>Compensation</u>

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

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

1. <u>Description of Services</u>

- 1.1 The SUBCONTRACTOR shall provide regional services as outlined and specified in the SCOPE of SERVICES, attached hereto as Exhibit "A" and incorporated by this reference, for the not to exceed fee set forth in Paragraph 3.1 below.
- 1.2 The SUBCONTRACTOR represents that it has the experience, personnel, equipment, and facilities necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. The SUBCONTRACTOR shall perform to the reasonable satisfaction of the COUNTY.
- 1.3 The SUBCONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the SUBCONTRACTOR agrees it can properly perform this work for the compensation stated in Paragraph 3.1. The SUBCONTRACTOR shall not to perform services or provide products that are not permitted by this Agreement, unless this Agreement is first amended in writing by the Parties pursuant to Paragraph 4.1 and 21.8 below.
- 1.4 Acceptance by the COUNTY of SUBCONTRACTOR'S performance under this Agreement does not operate as a release of the SUBCONTRACTOR'S responsibility for full compliance with the terms of this Agreement.

2. Term

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

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Agreement Number: [INSERT AGREEMENT REFERENCE]

- 3.1 The COUNTY shall pay SUBCONTRACTOR for services performed, and expenses incurred for the SCOPE OF SERVICES defined in Exhibit "A" pursuant to the Payment Schedule set forth in Exhibit "B" attached hereto and incorporated herein by this reference. Payment by COUNTY to SUBCONTRACTOR shall not exceed [INSERT AMOUNT], including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products, unless agreed to by the Parties in writing.
- 3.2 The SUBCONTRACTOR shall be paid only in accordance with an invoice submitted to the COUNTY by SUBCONTRACTOR conforming to Exhibit "C" attached hereto and incorporated herein by this reference, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to SUBCONTRACTOR only after services have been rendered and acceptance has been made by COUNTY.
- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the work (hourly rate and extensions, if applicable); and an invoice total and shall conform to the Invoice Form attached hereto as Exhibit "C". Each invoice shall be mailed to the following address:

[INSERT ONE:

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

Or

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

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

4. Alteration or Changes to the Agreement

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

5. <u>Termination</u>

- **5.1** The COUNTY or SUBCONTRACTOR may terminate this Agreement without cause upon 30 days written notice stating the extent and effective date of termination.
- 5.2 The COUNTY may, upon five (5) days written notice, terminate this Agreement for the SUBCONTRACTOR'S default, if the SUBCONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by the COUNTY.
 - 5.3 After receipt of the notice of termination, the SUBCONTRACTOR shall:
- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to the COUNTY and deliver in the manner as directed by the COUNTY any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to the COUNTY.

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

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

6. Ownership/Use of Contract Materials and Products

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

7. Conduct of the SUBCONTRACTOR

- 7.1 The SUBCONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the SUBCONTRACTOR'S performance under this Agreement. The SUBCONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by SUBCONTRACTOR under this Agreement. The SUBCONTRACTOR agrees to inform the COUNTY of all SUBCONTRACTOR'S interests, if any, which are or may be perceived as incompatible with the COUNTY'S interests.
- 7.2 The SUBCONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept

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

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

8. <u>Inspection of Services</u>

- 8.1 All performance shall be subject to inspection by the COUNTY. The SUBCONTRACTOR shall provide adequate cooperation to the COUNTY representative to permit him/her to determine the SUBCONTRACTOR'S conformity with the terms of this Agreement. If any services performed or products provided by the SUBCONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the SUBCONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the SUBCONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to the SUBCONTRACTOR any costs incurred by the COUNTY because of the SUBCONTRACTOR'S failure to perform.
- **8.2** The SUBCONTRACTOR shall establish adequate procedures for self-monitoring to ensure proper performance under this Agreement; and shall permit a COUNTY representative to monitor, assess or evaluate the SUBCONTRACTOR'S performance under this Agreement at any time upon reasonable notice to the SUBCONTRACTOR.

9. <u>Independent Contractor</u>

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

Agreement Number: [INSERT AGREEMENT REFERENCE]

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

10. Subcontract for Work or Services

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

11. Disputes

- 11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties.
- 11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations. The parties shall jointly select a mediator acceptable to the SUBCONTRACTOR and COUNTY. The

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

12. Reserved.

13. Non-Discrimination

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

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

14. Record Retention and Documents

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

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

17. Force Majeure

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

18. EDD Reporting Requirements

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

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

15. Confidentiality

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

16. <u>Authorized Representatives</u>

The Assistant County Executive Officer of the Economic Development Agency/Workforce Development Division, or designee, shall administer this Agreement on behalf of the COUNTY. The Deputy Executive Officer of Workforce and Economic

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

19. <u>Hold Harmless/Indemnification</u>

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

- 19.2 It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully defend, indemnify and save harmless the SUBCONTRACTOR, the COUNTY, and their officers, employees and contractors from all claims, suits or actions of every name, kind and description brought for or an account of injury occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this AGREEMENT.
- 19.3 In the event either Party is found to be comparatively at fault for any claim action, loss or damage which results from their respective obligations under this Agreement, that Party shall indemnify the other to the extent of its comparative fault. Furthermore, if either Party attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the Parties agree that any alleged negligence of the employee shall not be construed against the employer of that employee.
- **19.4** The indemnification and defense obligations of this Agreement shall survive its expiration or termination.

20. Insurance

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

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or cause to be maintained, at its sole cost and expense, the following insurance

coverages during the term of this Agreement. The Counties of Riverside or San

Bernardino, as may be applicable, and their Agencies, Districts, Special Districts,

and Departments, their respective directors, officers, Board of Supervisors,

employees, elected or appointed officials, agents or representatives shall

hereunder constitute the "Additional Insureds." The additional insured endorsements shall not limit the scope of coverage to vicarious liability but shall allow coverage to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010 11 85.

20.2 The Parties agree to provide insurance set forth in accordance with the requirements herein. If the Parties use existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the

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

Parties agree to amend supplement, or endorse the existing coverage to do so.

20.4 Commercial General Liability. Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of a Party's performance of its obligations hereunder. Policy shall name the other Party as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit, and 2,000,000 general

aggregate limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

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

20.6 General Insurance Provisions - All lines:

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

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

Agreement Number: [INSERT AGREEMENT REFERENCE]

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

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

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

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

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

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

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

21. General

- 21.1 The SUBCONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any assignment or purported assignment of this Agreement by SUBCONTRACTOR without the prior written consent of COUNTY will be deemed void and of no force or effect.
- 21.2 Any waiver by the COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing the COUNTY from enforcement of the terms of this Agreement.
- 21.3 In the event the SUBCONTRACTOR receives payment under this Agreement which is later disallowed by the COUNTY for nonconformance with the terms of the Agreement, the SUBCONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the SUBCONTRACTOR.

21.4 Reserved.

- 21.5 The SUBCONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. The SUBCONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the SUBCONTRACTOR shall comply with the more restrictive law or regulation.
- 21.6 The SUBCONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and SUBCONTRACTOR as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).
- 21.7 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement 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.
- 21.8 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

21.9 Reserved.

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

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

- 21.11 All original reports, preliminary findings, or data assembled or compiled by SUBCONTRACTOR under this Agreement become the property of the COUNTY. The COUNTY reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be circulated in whole or in part, nor released to the public, without the direct authorization of the COUNTY.
- 21.12 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or stopping COUNTY from enforcement hereof.
- 21.13 Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510 (Lower Tier). The SUBCONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the SUBCONTRACTOR is unable to certify to any of the statements in this certification, SUBCONTRACTOR shall attach an explanation to this Agreement.
- 21.14 The SUBCONTRACTOR shall assure that funds provided by this Agreement must be used exclusively for activities that are authorized under WIOA. Comingling and/or diverting of funds to support the activities of other programs are not authorized. Documentation supporting expenditures will be kept on file at the SUBCONTRACTOR'S office and made available at all times for audit and monitoring purposes for a period of no less than seven (7) years after the COUNTY makes final payment and all pending matters are closed

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Agreement Number: [INSERT AGREEMENT REFERENCE]

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

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

- 21.17 Should the SUBCONTRACTOR fail to perform the services as outlined in Exhibit A, the COUNTY and the SUBCONTRACTOR will meet and confer to modify the Scope of Services and compensation arrangements.
- 21.18 SUBCONTRACTOR represents and warrants that SUBCONTRACTOR is registered to do business in the State of California with the California Secretary of State.
- 21.19 All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid.

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]

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Agreement Number: [INSERT AGREEMENT REFERENCE]

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 **IINSERT COUNTY or** 5 **SUBCONTRACTOR:**] **SUBCONTRACTOR:** COUNTY OF RIVERSIDE, a political COUNTY OF SAN BERNARDINO, a 6 subdivision of the State of California, by political subdivision of the State of and through its Economic Development California, by and through its Economic 7 **Development Department** Agency/Workforce Division 8 9 Reg Javier, Deputy Executive Officer By: By: _ Carrie Harmon, Director of Workforce 10 Development Dated: 11 Dated: 12 13 14 APPROVED AS TO FORM: 15 APPROVED AS TO FORM: Michelle D. Blakemore Gregory P. Priamos 16 **County Counsel County Counsel** 17 18 By: Sophie A. Akins, 19 **Deputy County Counsel Deputy County Counsel** 20 21 22 23 24

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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 EDA/WDD 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.

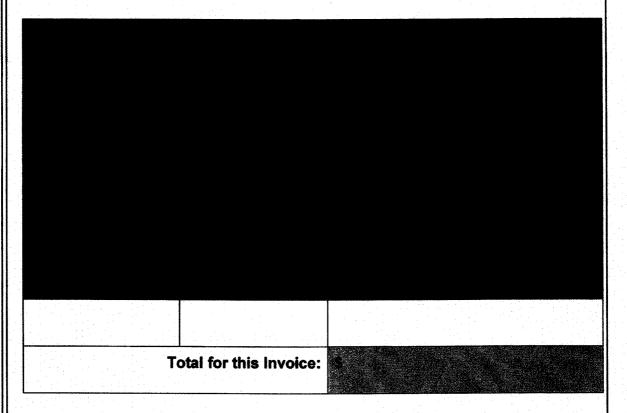
B. Description of services/deliverables:

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]

EXHIBIT C INVOICE FORM TO BE PROVIDED ON LETTERHEAD







Inland Empire Regional Planning Unit

Initiative Planning	Grant		nt and fiscal agent f	or the Prison to Employmen
/ lui	Un			8/23/18
	verside County Workf		nt Board, Executive	Director Date
63				8 22 18
Reg Javien San Be	rnardino County Wor	kforce Developm	ent Department, De	eputy Executive Officer

EDD Contract No. M9112246 EDD/RCEDA

RIVERSIDE COUNTY PROBATION DEPARTMENT

Serving Courts • Protecting Our Community • Changing Lives





August 21, 2018

Mike Rossi, Chair California Workforce Development Board 800 Capitol Mall, Suite 1022 Sacramento, California 95814

Dear Mr. Rossi,

Employment is crucial to the successful community reintegration of formerly incarcerated offenders and a key factor in reducing their recidivism. Finding, securing and retaining a job is challenging for the population we serve. It is for these reasons the Riverside County Probation Department fully supports the Inland Empire Regional Planning Unit's (IERPU) Prison to Employment Initiative and by the submission of this letter confirms our intention to enter into a partnership agreement for the purpose of implementing the initiative.

The Riverside County Probation Department has provided reentry services to adults since its inception. Securing employment is an ongoing challenge. Since October 2011 adult offenders released from state prison as well as those with a split sentence (PC 1170 (h)) are also supervised by our office. Our mission statement is serving Courts, protecting our community, changing lives. Employment changes lives, leads to reduced recidivism and concomitantly makes our communities safer places to live. Offenders entering supervision are assessed to determine need as well as risk. Finding a job is quickly identified as a high-priority need. It has been our experience that employed probationers transition back into their familles and communities more successfully than those who aren't working.

Employment services are provided at each of the Day Reporting Centers (DRC) in Riverside, Indio, and Temecula. A community based organization, under contract with the county, assists Post Release Community Supervision offenders secure and retain employment. We also supervise offenders for whom services at a DRC are not available; they too need to secure and maintain a job. Offenders face numerous challenges and we support a region-wide workforce plan as it will benefit all people living in Riverside and San Bernardino counties, most commonly known as the Inland

Empire. A regional effort will identify more opportunities for jobs and collaboration among public and private providers.

In closing I again affirm the commitment of the Riverside County Probation Department to collaborate with the IERPU in the development of the Workforce Innovation and Opportunity Act Inland Empire Regional Workforce Plan. The men and women of the Probation Department continue to support all efforts to improve the employment outcomes for those formerly incarcerated. Employment changes lives.

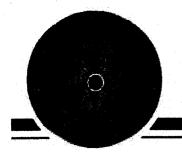
Please contact me if you have any questions or would like further information. We appreciate the efforts of your Board to support this essential initiative.

Sincerely,

Ronald L. Miller II
Assistant Chief

Red L. Alle

cc: Curtis Notsinneh Michelle DeArmond Tari Dolstra



EDD Contract No. M9112246 EDD/RCEDA Page 44 of 62 MICHELLE SCRAY BROWN Chief Probation Officer

TRACY REECE
Assistant Chief Probation Officer

August 20, 2018

To Whom It May Concern:

With this letter, the San Bernardino County Probation Department pledges our support and partnership of the Inland Empire Regional Planning Unit (IERPU) Prison to Employment Initiative and hereby provide notification that (we) have the intention of completing a partnership agreement with the IERPU for the purpose of planning and implementing this powerful initiative.

The San Bernardino County Probation Department occupies a unique and central position in the local and state justice structure. We serve as a linchpin of the justice system in facilitating the case management and rehabilitation of probationers. Probation connects the many diverse stakeholders in in the justice system, including community-based organizations, mental health, drug and alcohol, and other service providers to facilitate reentry services and programs to approximately 20, 000 adult probationers.

The San Bernardino County Probation Department is committed to collaborating with the IERPU in the development of the Workforce Innovation and Opportunity Act Inland Empire Regional Workforce Plan and is highly motivated to improve labor market outcomes of the formerly incarcerated population.

The San Bernardino County Probation Department is staffed with more than 1, 200 employees and has an annual operating budget of \$145 million. The department encompasses five bureaus: Administrative Services, Adult Community Corrections, Juvenile Community Corrections, Juvenile Detention, and Specialized Services. Adult Community Corrections provides community-based supervision, treatment services, and programs for adult probationers to promote successful reentry and rehabilitation.

Our department facilitates three Adult Day Reporting Centers, which provide immediate access to co-located resource collaborating agencies: Workforce Development, Behavioral health, Public Health and community-based providers. The Adult Day Reporting Centers are dispersed geographically in the Central Valley, West Valley and High Desert regions of the county. We are committed to broadening efforts to develop new opportunities for reentry populations by supporting the Prison to Employment Regional Planning Grant. Most especially, the mapping of available vocational and certification programs targeting reentry populations and training efforts directed at building capacity.

Michelle Scray Brown, Chief Probation Officer





P.O. BOX 512 • RIVERSIDE, CALIFORNIA 92502 • (951) 955-2400 • FAX (951) 955-2428

August 23, 2018

California Workforce Development Board 800 Capitol Mall, Suite 1022 Sacramento, CA 95814

Re: Prison to Employment Initiative Planning Grant

To Whom It May Concern:

This letter is written to express our commitment to work in a partnership with the Riverside County Economic Development Agency (EDA), Workforce Development Division (WDD) in their efforts to apply for the Prison to Employment Initiative Planning Grant. The objective of this partnership is to develop and strengthen new and existing programs that helps achieve project goals. Designing and developing innovations that have potential to substantially increase the effectiveness, scale, and/or capacity of existing workforce systems programs and funding streams that serve the reentry processes. Leading to a reduction in the rate of recidivism within the Inland Empire Regional Planning Unit (IERPU) which is comprised of both Riverside County and San Bernardino County.

Since 2005, the WDD has been involved in a strong partnership with the Riverside County Sheriff's Department providing reentry services to offenders remanded to custody of the Sheriff and housed within our correctional facilities. The WDD personnel work cooperatively with the Riverside County Sheriff Department staff to provide and deliver workforce services to incarcerated individuals throughout four of our five facilities. These services include, but are not limited to: career assessment, career counseling, case management, resume writing, interviewing techniques, and other related services elaborated in our attached Memorandum of Understanding (MOU).

The purpose of this expanded partnership between the Riverside County Sheriff Department and the EDA—WDD is to combine and leverage resources and efforts in the completion of the Prison to Employment Initiative Planning Grant Application and develop a variety of programs to increase the success of reentry and reduction in recidivism.

As part of this unique Riverside County partnership, the Riverside County Sheriff's Department is committed to:

- Partner with EDA—WDD to link individuals with services while in jail.
- Facilitate screening and assessment that takes place during incarceration.
- Develop transition planning and cognitive restructuring programs to prepare the incarcerated individual to enter the workforce after release from custody.
- Coordinate services with other contracted providers within the jails
- Work with local agencies to provide necessary resources to incarcerated individuals, such as EDA—WDD, Riverside County Office of Education Desert Edge School (RCOE—DES), Riverside County Probation Department Transitional Reentry Unit (TRU), Riverside County Veterans Services, Veterans Administration, and Riverside County University Health Systems— Behavioral Health (RUHS—BH)
- Track unique identifiers for program participants and report recidivism data in accordance with the definition and standards set forth by the California Board of State and Community Corrections.

Please feel free to contact me, at 951-955-2400, should you have any questions or require additional information.

Sincerely,

STAN SNIFF, SHERIFF-CORONER-PA

Theyl Evans

Cheryl Evans

Chief Deputy Corrections Support

Attachment: FY 2018-2019 MOU

Mary Jane Sanchez-Fulton Chair, Board of Trustees COLLEGE #DESERT

Aurora Wilson Vice Chair

February 25, 2016

Becky Broughton Clerk

Carrie Harmon Director of Workforce and Economic Development **Riverside County** 3403 10th Street, Suite 400

ionnie Stefan, Ed.D. Member

Riverside, CA 92501

ready workers.

Fred Jandt, Ph.D. Member

To whom it may concern,

Tamara Escober Student Trustee

The Building and Energy Systems Professional (BESP) Consortia project is a response to the Energy, Construction, and Utilities (ECU) industry sector facing serious shortfalls in developing a skilled, trained, and available labor pool. The BESP project responds to ECU sector employer's needs for a trained and employment ready workforce. COE data indicate that demand is high. Currently, there are 7336 annual job openings in construction crafts with 1461 annual openings in the high demand wellpaying middle-skill occupations in the ECU related fields. Total annual certificates awarded throughout the region for all EC&U (BESP) TOP codes is 269. Combined the regional training programs have an annual shortfall of at least 7,000 employment/skills

Joel L. Kinnamon, Ed.D. Superintendent/President

> The foundation of the BESP project is the "Expert Network" of willing and engaged ECU faculty champions that fosters a channel for stackable credentials and credit transportability across regional colleges. The expert network develops as a learning community which through collaboration and innovation transform the regional programs. Advancing student success by aligning content and outcomes with third-party evidencebased benchmarks and assessments leading to industry valued credentials. The project strives to develop solutions, such as outreach campaigns and integrating industry and academia in a campaign to address the shortfall. Aligning objectives and activities with the efforts of the Riverside County EDA/WDB, San Bernardino WDB, WIOA, and partner institutions to best address the issues of attracting, retaining, and successfully graduating students in ECU programs.

> There are seven regional colleges participating in the BESP degree program, Moreno Valley College, Norco College, Riverside City College, Barstow College, San Bernardino, Valley College, Chaffey College, and College of the Desert. I would like to be part of the planning process on how to serve re-entry participants in this training. This hits the career pathway initiatives as there are stackable credentials in a variety of fields that could lead to an AA as a Building and Energy System Professional.

Sincerely,

Jon Caffery, Director Prop. 39



CENTER FOR EMPLOYMENT OPPORTUNITIES Change That Works

August 24, 2018

To Whom It May Concern:

With this letter, the Center for Employment Opportunities (CEO) pledges support and partnership to the Inland Empire Regional Planning Unit (IERPU) Prison to Employment Initiative and hereby provides notification that we intend to be active and collaborative partners throughout the process of planning and implementing for this powerful initiative.

CEO provides comprehensive and immediate employment services exclusively to people under criminal justice supervision in San Bernardino County. Our highly structured and evidence-based program helps people returning home from incarceration gain the skills, confidence and employment opportunities needed to compete in a competitive job market.

CEO is committed to collaborating with the IERPU in the development of the Workforce Innovation and Opportunity Act Inland Empire Regional Workforce Plan and is highly motivated to improve labor market outcomes of the formerly incarcerated population.

We greatly appreciate the opportunity to work in partnership with IERPU and we look forward to strengthening our relationship with the local WDBs to better serve justice-involved individuals across the region. Should you have any questions, please contact me at sglenn@ceoworks.org or 323-484-7164.

Sincerely,

Sarah Glenn-Leistikow

California Director

Center for Employment Opportunities



Corwin Porter Assistant Director

Maxwell Ohikhuare, M.D. **Health Officer**



Public Health Reentry Collaborative

August 21, 2018

To Whom It May Concern:

With this letter, the County of San Bernardino, Department of Public Health and the San Bernardino County Reentry Collaborative pledge our support and intent to partner with the Inland Empire Regional Planning Unit (IERPU) Prison to Employment Initiative and wish to provide notification that we have the intention of completing a partnership agreement with the IERPU for the purpose of planning and implementing this initiative.

The San Bernardino County Reentry Collaborative is a partnership of agencies, organizations and individuals committed to reducing recidivism rates in San Bernardino County. The San Bernardino County Reentry Collaborative works together to connect individuals to various services, both prior to and post-release, to ensure a balanced and successful reentry process, thereby interrupting the cycle of reoffending. It is our mission to make our communities safer through the successful reentry and long-term success of the formerly incarcerated.

The Department of Public Health and San Bernardino County Reentry Collaborative are committed to combining efforts with the IERPU in the development of the Workforce Innovation and Opportunity Act, Inland Empire Regional Workforce Plan and are keenly motivated to improve labor market outcomes of the formerly incarcerated. We fully support efforts that foster a comprehensive systematic change to reduce recidivism and efforts that provide services and programs to help facilitate the successful reintegration of formerly incarcerated individuals within our communities.

Sincerely,

Trudy Raymundo

Director of Public Health

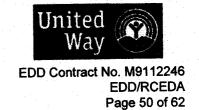
Inland Empire United Way

Serving areas of San Bernardino, Los Angeles, and Riverside Counties

Main: 9644 Hermosa Avenue, Rancho Cucamonga, CA 91730

Desert Communities Region: 16192 Siskiyou Road, Suite #4, Apple Valley, CA 92307

main 909 980 2857 - apple valley 760 242 5370 - fax 909 980 2957 - ieuw.org



August 23, 2018

To Whom It May Concern:

With this letter, the Inland Empire United Way (IEUW) and its 211 San Bernardino County and 211 Reentry Programs pledges support and partnership to the Inland Empire Regional Planning Unit (IERPU) Prison to Employment Initiative and hereby provides notification that (we) intend to be active and collaborative partners throughout the process of planning and implementing this powerful initiative.

The IEUW maintains the comprehensive database of resources, accessible through 211sb.org and with live specialists 24/7 using the dialing code 2-1-1. Special navigational services, through 211 Reentry staff provide relevant resources, employment and/or career guidance, and advocacy to our previously incarcerated population, also known as Fair Chance job seekers. Reentry Specialists establish a positive and close rapport with clients enabling them to build trust and results in having clients that are receptive to various types of assistance. Along with the unique service provided to the client, IEUW collects valuable data that demonstrates (captures) what the community's needs are and where the gaps in service lie. 211 also operates the Coordinated Entry System for San Bernardino County's Continuum of Care, a fitting pattern for organizing the currently disconnected reentry network.

The IEUW is committed to collaborating with the IERPU in the development of the Workforce Innovation and Opportunity Act Inland Empire Regional Workforce Plan and is highly motivated to improve labor market outcomes of the formerly incarcerated population.

We are delighted to partner with Inland Empire Regional Planning Unit and confident that the combined efforts will lead to the success in implementing the set initiative, and providing an elevated quality of life for those who are seeking it.

Sincerely,

Gary Madden,

Director, 211 San Bernardino County













EDD Contract No. M9112246 EDD/RCEDA



August 24, 2018

California Workforce Development Board 800 Capitol Mall, Suite 1022 Sacramento, CA 95814

Re: Prison to Employment Initiative Grant Application

Dear California Workforce Development Board,

9227 Haven Ave, Suite 350 Rancho Cucamonga, California 91730 ph 909.945.1884 fx 909.948.9631 www.biabuild.com

Baldy View Chapter

With this letter, the Building Industry Association of Southern California, Baldy View Chapter (BIA) pledges support and partnership to the Inland Empire Regional Planning Unit (IERPU) Prison to Employment Initiative and hereby provides notification that BIA intends to be an active and collaborative partner throughout the process of planning and implementing this powerful initiative.

The BIA represents 1,100 member companies with the mission to promote and advocate for the homebuilding industry at the local level and to maintain a presence and influence on industry-related issues. A new residential home will employ dozens of individuals including electricians, roofers, painters, drywallers, plumbers and many other trades. However, since the end of the Great Recession, one of the biggest hurdles facing the home building industry is the chronic labor shortages our members are facing.

It is for these reasons that the BIA pledges support to the Inland Empire Regional Planning Unit (IERPU) "Prison to Employment Initiative" goals of addressing the barriers of the ex-felon population, ensuring access to quality training which will lead to career pathways with well-paying jobs so that recidivism improves.

As our nation's economy continues to expand and unemployment numbers hover at national historical lows, the BIA sees a unique opportunity to address the ongoing labor shortages in our industry by supporting IERPU efforts in San Bernardino County and throughout the Inland Empire. Thank you for your consideration.

Sincerely,

Carlos Rodriguez, CEO

Cala Radigiay



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Coachella Valley Water District

Phil Smith

Sunrise Company

Patrick Swarthout

Habitat for Humanity

Jeff Wattenbarger

Wattenbarger Construction

August 23, 2018

To Whom It May Concern:

With this letter, the Desert Valleys Builders Association (DVBA) pledges support to the Inland Empire Regional Planning Unit (IERPU) Prison to Employment Initiative and hereby provides notification that (we) intend to be active and collaborative partners throughout the process of planning and implementation of this powerful initiative.

The Desert Valleys Builders Association's purpose is to serve individuals and entities in the building industry as a regional trade organization. As stated in our Mission Statement: "The DVBA is an association of building industry professionals, representing all levels of the construction industry and committed to ensuring that building of all types remains vibrant and strong in our region. We are dedicated to providing excellence in community development while protecting the natural beauty of the Coachella and Imperial Valleys".

The DVBA is committed to collaborating with the IERPU in the development of the Workforce Innovation and Opportunity Act Inland Empire Regional Workforce Plan and will work to improve labor market outcomes on behalf of our industry.

Best regards,

Gretchen Gutierrez/CEO

Desert Valleys Builders Association



August 21, 2018

To Whom It May Concern:

With this letter, the Cal State San Bernardino's Reentry Initiative (CSRI) pledges our support and partnership of the Inland Empire Regional Planning Unit (IERPU) Prison to Employment Initiative and hereby provide notification that (we) have the intention of completing a partnership agreement with the IERPU for the purpose of planning and implementing this powerful initiative.

CSRI is an education-based comprehensive program that offers services to parolees returning to the Inland Empire. We offer a wide variety of services, such as 52-week Batterer's Intervention, Anger Management, Substance Abuse Education/Counseling, GED, Employment Services, Transitional Housing and Parenting, to name a few.

CSRI is committed to collaborating with the IERPU in the development of the Workforce Innovation and Opportunity Act Inland Empire Regional Workforce Plan and is highly motivated to improve labor market outcomes of the formerly incarcerated population.

Feel free to contact me if there are any additional questions/information you need about CSRI or with the intended partnership with IERPU.

Sincerely,

Élaine Zucco

CSRI Director of Operations

are Blucco

ezucco@CSRIcenters.org

909-327-2982



August 22, 2018

To Whom It May Concern:

With this letter, Operation New Hope pledges support and partnership to the Inland Empire Regional Planning Unit (IERPU) Prison to Employment Initiative and hereby provides notification that (we) intend to be active and collaborative partners throughout the process of planning and implementing this powerful initiative.

Operation New Hope provides a Reentry Resource Center that provides a career pathway program in conjunction with a high school diploma program. An integral part of ONH's model is case management, career preparedness, academic advancement, and both work and social skill development. ONH has a successful track record with the reentry community in a wide variety of vocational skills including, but not limited to: apprentice in the mechanics, manufacturing, horticulture, customer service, as well a myriad of other career training opportunities. This all happens through our "Workforce Development" program, students will go through our 30 day Career Pathway Program, and complete a 90 day internship. We will also provide formalized education to the youth through our state certified charter school (John Muir Charter Schools WASC).

Operation New Hope is committed to collaborating with the IERPU in the development of the Workforce Innovation and Opportunity Act Inland Empire Regional Workforce Plan and is highly motivated to improve labor market outcomes of the formerly incarcerated population.

For over ten years ONH has been a partner with San Bernardino County Workforce Development Department. We share the same mission and vision for our disconnected community, especially those returning home from incarceration. San Bernardino County Workforce Development Departments Leadership and innovative approach in assisting the reentry population makes them a qualified Government Agency to build an active collaboration with a solid plan, which will result in success for Prison 2 Work.

Thank you,

Russell Degnan, CEO

Rund Eleg

San Bernardino Community College District

August 23, 2018

To Whom It May Concern:

With this letter, the San Bernardino Community College District's (SBCCD) Economic Development and Corporate Training Division (EDCT) pledges our support and partnership of the Inland Empire Regional Planning Unit (IERPU) Prison to Employment Initiative and hereby provide notification that we have the intention of completing a partnership agreement with the IERPU for the purpose of planning and implementing this powerful initiative.

SBCCD's EDCT Division partners with Cal State San Bernardino's Reentry Initiative and Urban Conservation Corps to provide transitional work crews for up to 16 parolees daily. The transitional work crews provide work experience and understanding of job expectations from employers. Participants receive daily cash wages and job placement assistance. In addition, participants receive Job Readiness Soft Skills training.

The San Bernardino Community College District's Economic Development and Corporate training Division is committed to collaborating with the IERPU in the development of the Workforce Innovation and Opportunity Act Inland Empire Regional Workforce Plan and is highly motivated to improve labor market outcomes of the formerly incarcerated population.

SBCCD'S EDCT is pleased to present this letter to partner as a commitment to assisting the reentry population within our region.

Sincerely,

Deanna Krehbiel, Interim Director Workforce Development & Corporate Training

San Bernardino Community College District

114 S. Del Rosa Drive

San Bernardino, CA 92408

909-382-4066

dkrehbiel@sbccd.org



August 24, 2018

To Whom It May Concern:

The California Construction and Industrial Materials Association (CALCIMA) pledges our support and partnership of the Inland Empire Regional Planning Unit (IERPU) Prison to Employment Initiative and will work toward the completion of a partnership agreement with the IERPU for the purpose of planning and implementing this powerful initiative.

CalCIMA is a statewide trade association for aggregate, ready mixed concrete, and industrial mineral operations. Member companies operate about 500 plants in California.

The construction and aggregates industry is California's fifth largest sector with a \$209.9 billion direct economic impact, creating nearly 1.2 million jobs (including wage-and-salary jobs, and self-employment).

Our association is working to develop an industry talent pipeline. Toward that end, we are committed to collaborate with the IERPU in the planning and development of the Workforce Innovation and Opportunity Act Inland Empire Regional Workforce Plan to improve labor market outcomes and put more people to work.

Sincerely,

Gary W. Hambly President & CEO

CalCIMA 1029 J Street, Suite 420 Sacramento, CA 95814 Phone: 916 554-1000 Fax: 916 554-1042

Prision to Employment Planning Grant Form 6: CCC-307

EDD RFA #83059 EDD Contract No. M9112246 EDD/RCEDA Page 57 of 62

CONTRACTOR CERTIFICATION CLAUSES-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Riverside County EDA, Workforce Developmen	t 95-6000930
By (Authorized Signature) Same A	
Printed Name and Title of Person Signing	
Carrie Harmon, Riverside County Workforce De	evelopment Division, Director
Date Executed	Executed in the County of
8/24/2018	Riverside

CONTRACTOR CERTIFICATION CLAUSES

- 1. <u>STATEMENT OF COMPLIANCE:</u> Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
- 2. <u>DRUG-FREE WORKPLACE REQUIREMENTS:</u> Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

Prision to Employment Planning Grant Form 6: CCC-307

c. Every employee who works on the proposed Agreement will:

EDD RFA #83059 EDD Contract No. M9112246 EDD/RCEDA Page 58 of 62

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

- 3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
- 4. <u>CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO</u>
 <u>REQUIREMENT:</u> Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

- 5. <u>EXPATRIATE CORPORATIONS</u>: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
- 6. SWEATFREE CODE OF CONDUCT:

EDD Contract No. M9112246 EDD/RCEDA EDD RFA #839399 of 62

Prision to Employment Planning Grant Form 6: CCC-307

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the
- 7. <u>DOMESTIC PARTNERS</u>: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

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TBD	TBD	no subcontractors will be use Subcontractor Name, Contact Person, Phone Number & Fax Number	IBD If you are a California certified DVBE:	ime bidder information (Revie Identify current California ce Will subcontractors be used 3,, list the proposed products pentify which solicited services	
		ed, skip to certification below. O Subcontractor Address & Email Address		Prime bidder information (Review attached Bidder Declaration Instructions prior to completi a. Identify current California certification(s) (MB, SB, NVSA, DVBE): or None o	
		Otherwise, list all such cardination (MB, SB, NVSA, DVBE or None)	Are you a broker or agent? Yes If the contract includes equipme wided in this contract (quantity a	vBE):	BIDDEK DECLAKATION
Facilitate community engagement	Revise and update our current 2017-2020 WIOA IERPU Regional Plan	If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary Subcontractor Name, Contact Person, Subcontractor Address CA Certification (MB, SB, Phone Number & Fax Number & Fax Number & Email Address NVSA, DVBE or None) for this contract CA Cattach additional pages if necessary Work performed or goods provided Corresponding Good 51% Rental?	(1) Are you a broker or agent? Yes No No No No No No No No No N	BE): or None of this form): [(If yes, indicate the distinct element of work your firm will perform in this contract ur firm owns the transportation vehicles that will deliver the products to the State, additional sheets, as necessary.	
		tach additiona Corresponding % of bid price	at least 51% of	em #2) irm will perfor eliver the prod	
		Good Standing?	f the equip	m in this α Jucts to the	
		necessary 51% Rental?	ment	ontract s State,	

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct. 8/24/18

Prision to Employment Planning Grant Form 5: Workers' Compensation Certification

EDD RFA #83059 EDD Contract No. M9112246 EDD/RCEDA Page 61 of 62

WORKERS' COMPENSATION CERTIFICATION

The undersigned in submitting this document hereby certifies the following:

I am aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this Agreement.

Signature Ann	8/24/2018
Signature	Date
Carrie Harmon, Riv Co EDA, Workforce Dev.	1325 Spruce Street
Name and Title (Print or Type)	Street Address
Riverside County EDA, Workforce Dev.	Riverside, CA 92507
Firm Name	City, State, Zip





Risk Management Division

Post Office Box 1210, Riverside, CA 92502-1210 (951) 955-3540 Fax (951) 955-4027

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BRENDA DIEDERICHS,

Asst. County Executive Officer/ **Human Resources Director**

CERTIFICATE OF INSURANCE OR SELF-INSURANCE

THIS IS TO CERTIFY THAT THE SELF-INSURED COVERAGE LISTED BELOW IS CURRENTLY IN EFFECT FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THIS CERTIFICATE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH CERTIFICATE. COVERAGE PROVIDED IS SUBJECT TO THE TERMS AND CONDITIONS OF THE EXCESS POLICY.

Limits of Liability Type of Coverage **Policy** Company and Policy **Bodily Injury/Property Damage** Number Period 07/01/2018 \$1,000,000 Combined Commercial Single Limit Per General Liability Self-Insured to 07/01/2019 Occurrence with No **Including Vehicle** X **Aggregate Limit** Liability \$2,000,000 Combined Single 07/01/2018 Workers' Limit Per Occurrence with Compensation Permissibly Self-No Aggregate Limit 07/01/2019 & Employers' Insured X Liability The County of Riverside certifies that the above self-insured program is in effect as respect to: Prison-Re-Entry Grant (RFA) No. 83059 The State of California, its officers, agents, employees and servants are included as additional insured, but only

with respect to work performed for EDD under this contract.

Cancellation Certificate Holder In the event of cancellation of the self-insurance CA Workforce Development Board & Employment Development Dept. program or policy designated below, it is the intent of Attn: Laura Caputo the County of Riverside to mail 30 days' prior 800 Capitol Mall, Suite 1022 notice thereof. Sacramento, CA 95814

This certificate is not valid unless signed by an authorized representative of the County of Riverside/Risk Management Division.

Date: August 21, 2018

Gloria Perez, Program Manager @, Riverside County EDA/Workforce Development cc: