

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



ITEM: 3.15  
(ID # 14585)

MEETING DATE:  
Tuesday, March 23, 2021

**FROM:** HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:

**SUBJECT:** HOUSING, HOMELESSNESS PREVENTION, AND WORKFORCE SOLUTIONS/WORKFORCE DEVELOPMENT DIVISION: Ratify and Approve Amendment No. 1 to the Service Agreement with the County of San Bernardino for the Inland Empire Regional Planning Unit Workforce Innovation and Opportunity Act Regional Plan Implementation 2.0 (Service Agreement); All Districts. [\$126,742- Federal WIOA Funds]

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

1. Ratify and Approve the attached Amendment No. 1 to the Service Agreement with the County of San Bernardino for the Inland Empire Regional Planning Unit Workforce Innovation and Opportunity Act Regional Plan Implementation 2.0 to extend the contract term for an additional six months through March 31, 2021, to modify the contract amount from \$143,043 to \$126,742 (Amendment) and authorize the Chair of the Board to execute the Amendment on behalf of the County; and
2. Authorize the Director of the Department of Housing, Homelessness Prevention and Workforce Solutions, or designee, to take all necessary steps to implement the Amendment including, but not limited to, signing subsequent necessary documents and agreements, subject to County Counsel approval.

**ACTION:** Policy

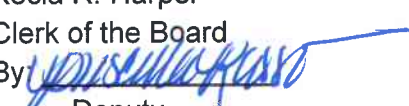
  
Heidi Marshall, Director 2/24/2021

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt  
Nays: None  
Absent: None  
Date: March 23, 2021  
xc: HHPWS

Kecia R. Harper  
Clerk of the Board  
By   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
COST	\$126,742	\$ 0	\$126,742	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% Federal Workforce Innovation and Opportunity Act (WIOA) Funds			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2019/20 – 2020/21	

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

**BACKGROUND:**

**Summary**

The California Workforce Development Board (CWDB) has aligned workforce activities within regions to improve the function of labor markets that often cross city and county boundaries. Specifically, CWDB designated Regional Planning Units comprised of Local Workforce Development Boards for the purpose of implementing regional activities under the Workforce Innovation and Opportunity Act (WIOA). The Inland Empire Regional Planning Unit (IERPU) includes the Riverside County Workforce Development Board (RCWDB) and the San Bernardino County Workforce Development Board (SBCWDB).

To maximize efficiencies, RCWDB and SBCWDB mutually created a Memorandum of Understanding (MOU) to serve as an umbrella agreement for coordination of regional WIOA funds between the two Counties. The MOU was approved by the Board of Supervisors on March 27, 2018 as Minute Order 3.15. The MOU was amended to include additional subgrants that were subsequently awarded for regional activities. Amendment No.1 to the MOU was approved by the Board of Supervisors on December 17, 2019 as Minute Order 3.17.

The CWDB provides regional funds under the MOU through WIOA subgrant agreements to either RCWDB or SBCWDB, acting as administrative lead. The MOU allows for sharing of those funds between the Counties regardless of which is the administrative lead on any particular subgrant. Service Agreements between the Counties are the mechanism by which the administrative lead shares funds with the other party and include a scope of work specific to each grant. The form of the Service Agreement is set forth in the MOU.

The CWDB awarded a \$300,000 regional planning grant to SBCWDB as administrative lead on behalf of the IERPU. Pursuant to the MOU, RCWDB and SBCWDB entered into a Service Agreement to memorialize the terms for sharing grant funds between the two Counties. The Service Agreement for the Inland Empire Regional Planning Unit Workforce Innovation and Opportunity Act Regional Plan Implementation 2.0, dated December 17, 2019, is attached hereto and incorporated herein by this reference (Service Agreement). The Service Agreement allocated \$143,043 of the total grant funds to RCWDB and has a term commencing December 17, 2019 and ending September 30, 2020.

Due to COVID-19 related constraints on program activities and expenditure deliverable delays, SBCWDB is proposing to retroactively extend the term of the Service Agreement to March 31, 2021 and correspondingly modify the amount allocated to RCWDB to \$126,742. Terms of the

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

proposed modifications are included in Amendment No. 1 to the Service Agreement for Inland Empire Regional Planning Unit Workforce Innovation and Opportunity Act Regional Plan Implementation 2.0, attached hereto and incorporated herein by reference (Amendment No. 1 to Service Agreement). Staff recommends that the Board approve and authorize the Chair to execute the proposed Amendment No. 1 to Service Agreement, which has been approved as to form by County Counsel.

Pursuant to the California Environmental Quality Act (CEQA), Amendment No. 1 to Service Agreement and the MOU reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15061(b)(3), General Rule of "Common Sense" exemption. The Project includes the following: (i) the MOU which allows for the sharing of funds within the IERPU for regional activities, and (ii) Amendment No. 1 to Service Agreement, which memorializes the terms for sharing funds from a specific regional grant, and it can be seen with certainty that there is no possibility that the Project may have a significant effect on the environment, as the aforementioned sharing of grant funds will have purely financial and social-welfare benefits and will not lead to any direct or reasonably indirect physical environmental impacts.

**Impact on Residents and Businesses**

Approving proposed Amendment No.1 to Service Agreement will have a positive impact on residents and businesses in the County of Riverside. Regional activities coordinated under the MOU and further specified in the Service Agreement allow for continuation of workforce development services to ensure strong and resilient businesses and a ready and skilled workforce.

**ATTACHMENTS:**

- A. Service Agreement
- B. Amendment No. 1 to Service Agreement

  
Steven Atkeson

3/14/2021

  
Gregory L. Priamos, Director County Counsel

3/10/2021

**Agreement Number: PY2018/19 2019/20-1145-IERPU RPI 2.0**

**SERVICE AGREEMENT**

**For**

**Inland Empire Regional Planning Unit Workforce Innovation and Opportunity Act  
Regional Planning Implementation 2.0**

**Between**

**COUNTY OF SAN BERNARDINO**

**And**

**COUNTY OF RIVERSIDE**

**Agreement Number: PY2018/19 2019/20-1145-IERPU RPI 2.0**

1 This Service Agreement for Inland Empire Regional Planning Unit Workforce  
2 Innovation and Opportunity Act (WIOA) Regional Planning Implementation 2.0  
3 (Agreement), is made and entered into this 17<sup>th</sup> day of December, 2019, by and  
4 between San Bernardino County through its Economic Development Agency's  
5 Workforce Development Department, (COUNTY) and the County of Riverside, a  
6 political subdivision of the State of California, by and through its Economic  
7 Development Agency (EDA), Workforce Development Division (WDD),  
8 (SUBCONTRACTOR). COUNTY and SUBCONTRACTOR are individually referred to  
9 as "Party" and collectively as "Parties," herein.

10 **RECITALS**

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

14 WHEREAS, the Riverside County Workforce Development Board (RCWDB) and  
15 the San Bernardino County Workforce Development Board (SBCWDB) provide  
16 oversight for their counties' WIOA programs, including, but not limited to meeting State  
17 workforce performance goals, while addressing the workforce needs of the local  
18 economy in their respective counties;

19 WHEREAS, the Grantor designated the RCWDB and the SBCWDB as the Inland  
20 Empire Regional Planning Unit (IERPU);

21 WHEREAS, on behalf of the IERPU, the COUNTY applied for the PY 2018/19  
22 and 2019/20-1145 Regional Planning Implementation 2.0 funding;

23 WHEREAS, the Grantor designated the COUNTY as the administrative lead for  
24 an award of \$300,000.00 to be used for regional planning, development, and  
25 implementation; and

26 WHEREAS, the COUNTY desires to contract with SUBCONTRACTOR based  
27 on SUBCONTRACTOR's expertise, special skills, knowledge and experience in  
28

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

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

6 **1. Description of Services**

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

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

14 1.3 The SUBCONTRACTOR affirms that it is fully apprised of all of the work to  
15 be performed under this Agreement; and the SUBCONTRACTOR agrees it can properly  
16 perform this work for the compensation stated in Paragraph 3.1. The SUBCONTRACTOR  
17 shall not to perform services or provide products that are not permitted by this Agreement,  
18 unless this Agreement is first amended in writing by the Parties pursuant to Paragraph 4  
19 and 21.8 below.

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

23 **2. Term**

24 This Agreement shall commence on 12/17/2019 and expire on 9/30/2020, unless  
25 terminated earlier or otherwise modified by the Parties.

26 **3. Compensation**

27 3.1 The COUNTY shall pay SUBCONTRACTOR for services performed, and  
28 expenses incurred for the SCOPE OF SERVICES defined in Exhibit "A" pursuant to the



**Agreement Number: PY2018/19 2019/20-1145-IERPU RPI 2.0**

1 Payment Schedule set forth in Exhibit "B" attached hereto and incorporated herein by  
2 this reference. Payment by COUNTY to SUBCONTRACTOR shall not exceed  
3 \$143,043.00, including all expenses. The COUNTY is not responsible for any fees or  
4 costs incurred above or beyond the contracted amount and shall have no obligation to  
5 purchase any specified amount of services or products, unless agreed to by the Parties  
6 in writing.

7       **3.2** The SUBCONTRACTOR shall be paid only in accordance with an invoice  
8 submitted to the COUNTY by SUBCONTRACTOR conforming to Exhibit "C" attached  
9 hereto and incorporated herein by this reference, and COUNTY shall pay the invoice  
10 within thirty (30) working days from the date of receipt of the invoice. Payment shall be  
11 made to SUBCONTRACTOR only after services have been rendered and acceptance has  
12 been made by COUNTY.

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

18  
19 San Bernardino County Workforce Development Department  
20 290 North D Street, Suite 600  
21 San Bernardino, CA 92415  
22

23       **3.3** The COUNTY obligation for payment of this Agreement beyond the  
24 current fiscal year end is contingent upon and limited by the availability of the COUNTY  
25 funding from which payment can be made. No legal liability on the part of the COUNTY  
26 shall arise for payment beyond June 30 of each calendar year unless funds are made  
27 available for such payment. In the event that such funds are not forthcoming for any  
28 reason, the COUNTY shall immediately notify the SUBCONTRACTOR in writing; and

1 this Agreement shall be deemed terminated and have no further force and effect.

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

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

5 **5. Termination**

6 **5.1** The COUNTY or SUBCONTRACTOR may terminate this Agreement  
7 without cause upon 30 days written notice stating the extent and effective date of  
8 termination.

9 **5.2** The COUNTY may, upon five (5) days written notice, terminate this  
10 Agreement for the SUBCONTRACTOR's default, if the SUBCONTRACTOR refuses or  
11 fails to comply with the terms of this Agreement or fails to make progress so as to  
12 endanger performance and does not immediately cure such failure. In the event of such  
13 termination, the COUNTY may proceed with the work in any manner deemed proper by  
14 the COUNTY.

15 **5.3** After receipt of the notice of termination, the SUBCONTRACTOR shall:

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

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

21 **5.4** After termination, the COUNTY shall make payment only for the  
22 SUBCONTRACTOR's performance up to the date of termination in accordance with this  
23 Agreement. In such event, the SUBCONTRACTOR shall not be entitled to any further  
24 compensation under this Agreement

25 **5.5** The rights and remedies of the COUNTY provided in this section shall not  
26 be exclusive and are in addition to any other rights and remedies provided by law or this  
27 Agreement.

28



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

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

10 **7. Conduct of the SUBCONTRACTOR**

11 7.1 The SUBCONTRACTOR covenants that it presently has no interest,  
12 including, but not limited to, other projects or contracts, and shall not acquire any such  
13 interest, direct or indirect, which would conflict in any manner or degree with the  
14 SUBCONTRACTOR's performance under this Agreement. The SUBCONTRACTOR  
15 further covenants that no person or subcontractor having any such interest shall be  
16 employed or retained by SUBCONTRACTOR under this Agreement. The  
17 SUBCONTRACTOR agrees to inform the COUNTY of all SUBCONTRACTOR's  
18 interests, if any, which are or may be perceived as incompatible with the COUNTY'S  
19 interests.

20 7.2 The SUBCONTRACTOR shall not, under circumstances which could be  
21 interpreted as an attempt to influence the recipient in the conduct of his/her duties,  
22 accept any gratuity or special favor from individuals or firms with whom the  
23 SUBCONTRACTOR is doing business or proposing to do business, in accomplishing  
24 the work under this Agreement.

25 7.3 The SUBCONTRACTOR or its employees shall not offer gifts, gratuity,  
26 favors, and entertainment directly or indirectly to COUNTY employees.

1   **8.    Inspection of Services**

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

17           8.2   The SUBCONTRACTOR shall establish adequate procedures for self-  
18   monitoring to ensure proper performance under this Agreement; and shall permit a  
19   COUNTY representative to monitor, assess or evaluate the SUBCONTRACTOR's  
20   performance under this Agreement at any time upon reasonable notice to the  
21   SUBCONTRACTOR.

22   **9.    Independent Contractor**

23           The SUBCONTRACTOR is, for purposes relating to this Agreement, an  
24   independent contractor and shall not be deemed an employee of the COUNTY. It is  
25   expressly understood and agreed that the SUBCONTRACTOR (including its  
26   employees, agents and subcontractors) shall in no event be entitled to any benefits to  
27   which the COUNTY employees are entitled, including but not limited to overtime, any  
28   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.

1 **12. Reserved.**

2 **13. Non-Discrimination**

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

13 The Parties agree to comply with the Americans with Disabilities Act (ADA) of  
14 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability,  
15 and all applicable federal and state laws and regulations, guidelines, and interpretations  
16 issued hereto in the execution of the duties and responsibilities under the Agreement.

17 **14. Record Retention and Documents**

18 The SUBCONTRACTOR agrees to retain all records pertaining to this  
19 Agreement under Workforce Innovation and Opportunity Act (WIOA) programs for a  
20 period of seven (7) years after termination of this Agreement. If, at the end of seven (7)  
21 years, there is an ongoing litigation or an audit involving those records, the  
22 SUBCONTRACTOR shall retain the records until the resolution of such litigation or audit  
23 is completed. The Department of Labor, the Grantor, and the COUNTY reserve the  
24 right to monitor and visit, announced or unannounced, the SUBCONTRACTOR's  
25 facilities at any time during normal business hours. The monitoring shall be conducted  
26 in accordance with the COUNTY WIOA Monitoring Guide and WIOA State Directives.

1 **15. Confidentiality**

2       **15.1** The SUBCONTRACTOR shall not use for personal gain or make other  
3 improper use of privileged or confidential information which is acquired in connection  
4 with this Agreement. The term "privileged or confidential information" includes but is not  
5 limited to: unpublished or sensitive technological or scientific information; medical,  
6 personnel, or security records; anticipated material requirements or pricing/purchasing  
7 actions; the COUNTY information or data which is not subject to public disclosure;  
8 COUNTY operational procedures; and knowledge of selection of contractors,  
9 subcontractors or suppliers in advance of official announcement.

10       **15.2** The SUBCONTRACTOR shall protect from unauthorized disclosure  
11 names and other identifying information concerning persons receiving services  
12 pursuant to this Agreement, except for general statistical information not identifying any  
13 person. The SUBCONTRACTOR shall not use such information for any purpose other  
14 than carrying out the SUBCONTRACTOR's obligations under this Agreement. The  
15 SUBCONTRACTOR shall promptly transmit to the COUNTY all third party requests for  
16 disclosure of such information. The SUBCONTRACTOR shall not disclose, except as  
17 otherwise specifically permitted by this Agreement or authorized in advance in writing  
18 by the COUNTY, any such information to anyone other than the COUNTY. For  
19 purposes of this paragraph, identity shall include, but not be limited to, name, identifying  
20 number, symbol, or other identifying particular assigned to the individual, such as finger  
21 or voice print or a photograph.

22 **16. Authorized Representatives**

23       The Deputy Executive Officer of Workforce and Economic Development or the  
24 Director of Workforce Development shall administer this Agreement on behalf of the  
25 COUNTY. The Assistant County Executive Officer of the Economic Development  
26 Agency/Workforce Development Division, or designee, shall administer this Agreement  
27 on behalf of the SUBCONTRACTOR.  
28



1 **17. Force Majeure**

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

8 **18. EDD Reporting Requirements**

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



1 [www.edd.ca.gov](http://www.edd.ca.gov).

2 **19. Hold Harmless/Indemnification**

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

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

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

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

26 **20. Insurance**

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

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

10 **20.2** The Parties agree to provide insurance set forth in accordance with the  
11 requirements herein. If the Parties use existing coverage to comply with these  
12 requirements and that coverage does not meet the specified requirements, the Parties  
13 agree to amend supplement, or endorse the existing coverage to do so.

14 **20.3** Workers' Compensation. If a Party has employees as defined by the State  
15 of California, that Party shall maintain statutory Workers' Compensation Insurance  
16 (Coverage A) as prescribed by the laws of the State of California. Policy shall include  
17 Employers' Liability (Coverage B) including Occupational Disease with limits not less  
18 than \$1,000,000 per person per accident. The policy shall be endorsed to waive  
19 subrogation in favor of other Party.

20 **20.4** Commercial General Liability. Commercial General Liability insurance  
21 coverage, including but not limited to, premises liability, unmodified contractual liability,  
22 products and completed operations liability, personal and advertising injury, and cross  
23 liability coverage, covering claims which may arise from or out of a Party's performance  
24 of its obligations hereunder. Policy shall name the other Party as Additional Insured.  
25 Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single  
26 limit, and \$2,000,000 general aggregate limit. If such insurance contains a general  
27 aggregate limit, it shall apply separately to this agreement or be no less than two (2)  
28 times the occurrence limit.

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

7       **20.6** General Insurance Provisions - All lines:

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

13       **20.6.2** Each Party shall cause it's insurance carrier(s) to furnish the other Party  
14 with either 1) a properly executed original Certificate(s) of Insurance and certified original  
15 copies of Endorsements effecting coverage as required herein, and 2) if requested to do  
16 so orally or in writing by the a Party's Risk Manager, provide original Certified copies of  
17 policies including all Endorsements and all attachments thereto, showing such insurance  
18 is in full force and effect. Further, said Certificate(s) and policies of insurance shall  
19 contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written  
20 notice shall be given to the County of Riverside prior to any material modification,  
21 cancellation, expiration or reduction in coverage of such insurance. If a Party's insurance  
22 carrier(s) policies does not meet the minimum notice requirement found herein, that Party  
23 shall cause its insurance carrier(s) to furnish a 30 day Notice of Cancellation  
24 Endorsement.

25       **20.6.3** In the event of a material modification, cancellation, expiration, or  
26 reduction in coverage, this Agreement shall terminate forthwith, unless the each Party  
27 receives, prior to such effective date, another properly executed original Certificate of  
28 Insurance and original copies of endorsements or certified original policies, including all

1 endorsements and attachments thereto evidencing coverage's set forth herein and the  
2 insurance required herein is in full force and effect. Neither Party shall not commence  
3 operations until the other Party has been furnished original Certificate (s) of Insurance  
4 and certified original copies of endorsements and if requested, certified original policies  
5 of insurance including all endorsements and any and all other attachments as required  
6 in this Section. An individual authorized by the insurance carrier to do so on its behalf  
7 shall sign the original endorsements for each policy and the Certificate of Insurance.

8       **20.6.4** It is understood and agreed to by the parties hereto that each Party's  
9 insurance shall be construed as primary insurance, and the other Party's insurance  
10 and/or deductibles and/or self-insured retention's or self-insured programs shall not be  
11 construed as contributory.

12       **20.6.5** If, during the term of this Agreement or any extension thereof, there is a  
13 material change in the scope of services; or, there is a material change in the equipment  
14 to be used in the performance of the scope of work; or, the term of this Agreement,  
15 including any extensions thereof, exceeds five (5) years; both Parties reserve the right  
16 to adjust the types of insurance and the monetary limits of liability required under this  
17 Agreement, if in the Risk Management's reasonable judgment, the amount or type of  
18 insurance carried by the other Party has become inadequate.

19       **20.6.6** Each Party shall pass down the insurance obligations contained herein to  
20 all tiers of subcontractors working under this Agreement, if any.

21       **20.6.7** The insurance requirements contained in this Agreement may be met with  
22 a program(s) of self-insurance.

23       **20.6.8** Each Party agrees to notify the other Party of any claim by a third party or  
24 any incident or event that may give rise to a claim arising from the performance of this  
25 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).



1       **21.7** This Agreement shall be governed by the laws of the State of California.  
2 Any legal action related to the performance or interpretation of this Agreement shall be  
3 filed only in the Superior Court of the State of California located in Riverside, California,  
4 and the parties waive any provision of law providing for a change of venue to another  
5 location. In the event any provision in this Agreement is held by a court of competent  
6 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will  
7 nevertheless continue in full force without being impaired or invalidated in any way.

8       **21.8** This Agreement, including any attachments or exhibits, constitutes the  
9 entire Agreement of the parties with respect to its subject matter and supersedes all  
10 prior and contemporaneous representations, proposals, discussions and  
11 communications, whether oral or in writing. This Agreement may be changed or  
12 modified only by a written amendment signed by authorized representatives of both  
13 parties. No oral understanding or agreement not incorporated herein shall be binding  
14 on any of the parties hereto.

15       **21.9 Reserved.**

16       **21.10** Unless otherwise provided in terms of the Grant or the Agreement, when  
17 copyrighted material is developed in the course of or under this Agreement, the author  
18 and the COUNTY which developed the work are free to copyright material or to permit  
19 others to do so. The COUNTY and the Workforce Development Board shall have a  
20 royalty-free, non-exclusive and irrevocable license to produce, publish, and use and to  
21 authorize other to use all copyrighted material.

22       **21.11** All original reports, preliminary findings, or data assembled or compiled by  
23 SUBCONTRACTOR under this Agreement become the property of the COUNTY. The  
24 COUNTY reserves the right to authorize others to use or reproduce such materials.  
25 Therefore, such materials may not be circulated in whole or in part, nor released to the  
26 public, without the direct authorization of the COUNTY.

27       **21.12** Any waiver by COUNTY of any breach of any one or more of the terms of  
28 this Agreement shall not be construed to be a waiver of any subsequent or other breach



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

5       **21.13** Executive Order 12549, Debarment and Suspension, 34 CFR Part 85,  
6 Section 85.510 (Lower Tier). The SUBCONTRACTOR certifies that neither it nor its  
7 principals are presently debarred, suspended, proposed for debarment, declared  
8 ineligible, or voluntarily excluded from participation in this transaction by any Federal  
9 department or agency. Where the SUBCONTRACTOR is unable to certify to any of the  
10 statements in this certification, SUBCONTRACTOR shall attach an explanation to this  
11 Agreement.

12       **21.14** The SUBCONTRACTOR shall assure that funds provided by this  
13 Agreement must be used exclusively for activities that are authorized under WIOA. Co-  
14 mingling and/or diverting of funds to support the activities of other programs are not  
15 authorized. Documentation supporting expenditures will be kept on file at the  
16 SUBCONTRACTOR's office and made available at all times for audit and monitoring  
17 purposes for a period of no less than seven (7) years after the COUNTY makes final  
18 payment and all pending matters are closed

19       **21.15** The SUBCONTRACTOR will comply with controls, recordkeeping and  
20 accounting procedure requirements of WIOA, federal and state regulations and  
21 directives to ensure the proper accounting for funds paid under this Agreement. At such  
22 times and in such form, the COUNTY may require statements, records, reports, data  
23 and information pertaining to this Agreement be maintained on file for purpose of an  
24 audit or examination. Retention of all records for seven (7) years after the County  
25 makes final payment and all other pending matters are closed, is required.

26       **21.16** The SUBCONTRACTOR shall establish and implement appropriate  
27 internal management procedures to prevent fraud, abuse and criminal activity. Further,  
28 the SUBCONTRACTOR shall establish a reporting process to ensure that the COUNTY

1 is notified immediately of any allegation of WIOA-related fraud, abuse or criminal activity  
2 or any suspected or proven fraud, abuse or criminal acts committed by staff or  
3 participants. If the allegation is of any emergency and/or fiscal nature, it shall be  
4 reported to the COUNTY'S Administration Unit at (951) 955-3100, and immediately  
5 thereafter, a written report shall be submitted. Proof of such report will be maintained  
6 in the SUBCONTRACTOR's file.

7       **21.17** Should the SUBCONTRACTOR fail to perform the services as outlined in  
8 Exhibit A, the COUNTY and the SUBCONTRACTOR will meet and confer to modify the  
9 Scope of Services and compensation arrangements.

10       **21.18** SUBCONTRACTOR represents and warrants that SUBCONTRACTOR is  
11 registered to do business in the State of California with the California Secretary of State.

12       **21.19** All correspondence and notices required or contemplated by this  
13 Agreement shall be delivered to the respective parties at the addresses set forth below  
14 and are deemed submitted one (1) day after their deposit in the United States Mail,  
15 postage prepaid.

16       County of Riverside Economic  
17       Development Agency/Workforce  
18       Development Division  
19       1325 Spruce Street, Suite 110  
          Riverside, CA 92507

20       Attention: Carrie Harmon,  
21       Director of Workforce Development

          San Bernardino County  
          Workforce Development Department  
          Administration  
          290 North D Street, Suite 600  
          San Bernardino, CA 92415-0046  
          Attention: Sandra Harmsen,  
          Interim Director of Workforce  
          Development Department

22  
23  
24                   [Remainder of Page Intentionally Blank]

25  
26  
27                   [Signatures on Following Page]

Agreement Number: PY2018/19 2019/20-1145-IERPU RPI 2.0

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

**SUBCONTRACTOR**

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

By: Carrie Harmon  
Carrie Harmon, Director of Workforce Development

Dated: 6/23/2020

**COUNTY**

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

By: Michelle Churchill  
Michelle Churchill, Buyer III  
Purchasing **Bruce Cole**  
Supervising Buyer

Dated: 8/6/20

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: Lisa Sanchez  
Lisa Sanchez,  
Deputy County Counsel

APPROVED AS TO FORM:  
Michelle D. Blakemore  
County Counsel

By: Sophie A. Akins  
for Sophie A. Akins,  
Deputy County Counsel

**EXHIBIT A**  
**SCOPE OF SERVICE**

**A. Purpose:**

During the term of the Service Agreement for IERPU PY 2018/19 and 2019/20-1145 Regional Planning Implementation 2.0 entered into between SUBCONTRACTOR and COUNTY, SUBCONTRACTOR shall work with 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 in the IERPU.

**B. Description of services/deliverables:**

The SUBCONTRACTOR shall follow and assist in the achievement of the work plan of the RPI 2.0 grant as designed and implement activities of the IERPU Workforce Innovation and Opportunity Act Regional Plan to:

- Support system-wide collaboration in both counties for plan implementation activities
- Assign staff to work with COUNTY staff to achieve the objectives and goals detailed in the Regional Planning Implementation 2.0 Work Plan made available for review at all times and kept on file at the SUBCONTRACTOR's office
- Actively participate in collaborative activities including attendance at meetings, trainings, and any other activities as required by the CWDB and EDD
- Expand and strengthen sector strategy in Logistics/Transportation, Healthcare, and Manufacturing
- Continued development of formal agreements between two counties within the RPU
- Expand regional partnerships with Strong Workforce Program partners and Adult Education Block Grant systems to better serve special populations.

**EXHIBIT B**  
**PAYMENT SCHEDULE**

Proposed Scope of work	Product or Outcome
The scope of work for this effort encompasses the description of services/deliverables found in Exhibit A, Sections A-B. All Scope of Work activities will be completed by end of the Regional Planning Implementation 2.0 Grant contract term.	Specifically, progress and success will be measured by IERPU regional planning outcomes: <ul style="list-style-type: none"><li>A. Industry Champions, regional sector strategies, and specialty curriculum in Healthcare, Advanced Manufacturing and Logistics/Transportation</li><li>B. Industry recognized credentials and career pathway maps developed for targeted sectors</li><li>C. Expanding piloted efforts in Incumbent Worker Training, scaling response to business upskill workers and bring in new talent, creating pipelines and pathways</li><li>D. Administrative Efficiencies: continued development of formal agreements between the two counties, facilitating a regional process for shared or common monitoring processes for Eligible Training Providers, Equal Opportunity, and Individual Training Account</li><li>E. In partnership with Community Colleges, holding workforce summits or business forums to expand partnerships for apprenticeships</li></ul>
FY 2019-20	\$143,043.00
<b>TOTAL NOT TO EXCEED</b>	<b>\$143,043.00</b>

**Agreement Number:** PY2018/19 2019/20-1145-IERPU RPI 2.0

**EXHIBIT C**

**INVOICE FORM TO BE PROVIDED ON LETTERHEAD**

<b>SUBCONTRACTOR Name:</b> Riverside County EDA		
<b>Mailing/Remittance Address:</b> San Bernardino County Workforce Development Department 290 North D Street Suite 600 San Bernardino, CA 92415		
<b>Invoice Number:</b>		
<u><b>Payment Request for Services Rendered</b></u>		
<b>Date</b>	<b>Deliverable</b>	<b>Cost</b>
<b>Total for this Invoice:</b>		<b>\$</b>





Contract Number

SAP Number

## Workforce Development Department

Department Contract Representative	Marlena Sessions
Telephone Number	(909) 387- 9862
Contractor	County of Riverside through its Housing, Homelessness Prevention and Workforce Solutions (Workforce Development Division)
Contractor Representative	Carrie Harmon
Telephone Number	On File
Contract Term	December 17, 2019 to March 31, 2021
Original Contract Amount	\$143,043
Amendment Amount	\$16,251
Total Contract Amount	\$126,792
Cost Center	571 112 2260

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

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

### IT IS HEREBY AGREED AS FOLLOWS:

#### AMENDMENT NO. 1 TO THE SERVICE AGREEMENT AGREEMENT NO. PY 2018/19 2019/20-1145-IERPU RPR 2.0

This Amendment No. 1 (Amendment) to the Service Agreement for Inland Empire Regional Planning Unit Workforce Innovation and Opportunity Act Regional Plan Implementation 2.0 (Service Agreement), is made and entered into this 30th day of September 2020, by and between the County of Riverside, a political subdivision of the State of California, on behalf of its Economic Development Agency, Workforce Development Division (Riverside) and the County of San Bernardino, a political subdivision of the State of California, by and through its Workforce Development Department (County), hereinafter individually and collectively referred to as the "Party or the "Parties".

#### WITNESSETH:

**WHEREAS**, the Parties entered into a Service Agreement on December 17, 2019, to provide regional services for the not to exceed fee set forth in Paragraph 3.1 of the Service Agreement; and

**WHEREAS**, the original term of the Service Agreement expired on September 30, 2020; and

**WHEREAS**, pursuant to Paragraph 2.1 of the Service Agreement, the County and Contractor desire to retroactively extend the Term of the Service Agreement through March 31, 2021, and modify the terms of payment, as set forth herein.

**NOW, THEREFORE**, the Parties agree as follows:

1. Paragraph 2.1 of the Service Agreement is hereby deleted and replaced with the following:

This Agreement shall commence on 12/17/2019 and expire on 3/31/2021, unless terminated earlier or otherwise modified by the Parties.

2. Paragraph 3.1 of the Service Agreement is hereby deleted and replaced with the following:

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 the COUNTY to SUBCONTRACTOR shall not exceed \$126,742, including all expenses. The COUNTY is not responsible for any fees or costs, incurred above and 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. All other terms and conditions of the Service Agreement remain unchanged.
4. The Parties agree that this Amendment No. 1 may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Amendment No. 1 is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Amendment No. 1. The Parties shall be entitled to sign and transmit an electronic signature of this Amendment No. 1 (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment No. 1 upon request.

*(Signatures on Following Page)*

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 1 as of the dates set forth below.

**CONTRACTOR**

COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through its Housing, Homelessness Prevention and Workforce Solutions (Workforce Development Division)

By: Karen S. Spiegel  
KAREN SPIEGEL  
CHAIR, BOARD OF SUPERVISORS  
Dated: 03.23.2021

**COUNTY**

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

By: \_\_\_\_\_  
Bruce Cole, Buyer Supervising Buyer  
Purchasing

Dated: \_\_\_\_\_

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: Lisa Sanchez  
Lisa Sanchez,  
Deputy County Counsel

APPROVED AS TO FORM:  
Michelle D. Blakemore  
County Counsel

By: \_\_\_\_\_  
Sophie A. Akins,  
Deputy County Counsel

ATTEST:

KECIA R. HARPER, Clerk

By: [Signature]  
DEPUTY



Contract Number

SAP Number

## Workforce Development Department

<b>Department Contract Representative</b>	<u>Marlena Sessions</u>
<b>Telephone Number</b>	<u>(909) 387- 9862</u>
 <b>Contractor</b>	 <u>County of Riverside through its Housing, Homelessness Prevention and Workforce Solutions (Workforce Development Division)</u>
<b>Contractor Representative</b>	<u>Carrie Harmon</u>
<b>Telephone Number</b>	<u>On File</u>
<b>Contract Term</b>	<u>December 17, 2019 to March 31, 2021</u>
<b>Original Contract Amount</b>	<u>\$143,043</u>
<b>Amendment Amount</b>	<u>\$16,251</u>
<b>Total Contract Amount</b>	<u>\$126,792</u>
<b>Cost Center</b>	<u>571 112 2260</u>

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### WITNESSETH:

**WHEREAS**, the Parties entered into a Service Agreement on December 17, 2019, to provide regional services for the not to exceed fee set forth in Paragraph 3.1 of the Service Agreement; and

**WHEREAS**, the original term of the Service Agreement expired on September 30, 2020; and



**WHEREAS**, pursuant to Paragraph 2.1 of the Service Agreement, the County and Contractor desire to retroactively extend the Term of the Service Agreement through March 31, 2021, and modify the terms of payment, as set forth herein.

**NOW, THEREFORE**, the Parties agree as follows:

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3. All other terms and conditions of the Service Agreement remain unchanged.

4. The Parties agree that this Amendment No. 1 may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Amendment No. 1 is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Amendment No. 1. The Parties shall be entitled to sign and transmit an electronic signature of this Amendment No. 1 (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment No. 1 upon request.

*(Signatures on Following Page)*

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 1 as of the dates set forth below.

**CONTRACTOR**

COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through its Housing, Homelessness Prevention and Workforce Solutions (Workforce Development Division)

By: Karen S. Spiegel  
**KAREN SPIEGEL**  
**CHAIR, BOARD OF SUPERVISORS**

Dated: 03-23-2021

**COUNTY**

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

By: \_\_\_\_\_  
Bruce Cole, Buyer Supervising Buyer  
Purchasing

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

Gregory P. Priamos  
County Counsel

By: Lisa Sanchez  
Lisa Sanchez,  
Deputy County Counsel

**APPROVED AS TO FORM:**

Michelle D. Blakemore  
County Counsel

By: \_\_\_\_\_  
Sophie A. Akins,  
Deputy County Counsel

ATTEST:

KECIA R. HARPER, Clerk

By: Michelle Blakemore  
DEPUTY



IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 1 as of the dates set forth below.

**CONTRACTOR**

COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through its Housing, Homelessness Prevention and Workforce Solutions (Workforce Development Division)

By: Karen J. Spiegel  
KAREN SPIEGEL

**COUNTY**

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

By: Bruce Cole  
Bruce Cole, Buyer Supervising Buyer  
Purchasing

CHAIR, BOARD OF SUPERVISORS

Dated: 03-23-2021

Dated: 4/28/2021

APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

APPROVED AS TO FORM:

Michelle D. Blakemore  
County Counsel

By: Lisa Sanchez  
Lisa Sanchez,  
Deputy County Counsel

By: Sophie Akins  
Sophie A. Akins,  
Deputy County Counsel

ATTEST:

KECIA B. HARPER, Clerk

By: Michelle Blakemore  
DEPUTY