

SERVICE AGREEMENT

For

YOUTH AND YOUNG ADULT ENTREPRENEUR PROGRAM TRAINING SERVICES

Between

COUNTY OF RIVERSIDE

And

MT. SAN JACINTO COLLEGE



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

APR 26 2022 3.24

1 This Service Agreement for Youth and Young Adult Entrepreneur Program
2 Training Services (“Agreement”), made and entered into this 1st day of April 2022,
3 by and between Mt. San Jacinto College, a California public Community College, herein
4 referred to as the CONTRACTOR and the County of Riverside, a political subdivision of
5 the State of California, by and through its, Housing and Workforce Solutions (HWS)
6 Workforce Development Division, herein referred to as the "COUNTY".

7 **RECITALS**

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

11 WHEREAS, WIOA authorizes state and local workforce agencies such as the
12 COUNTY, through the Riverside County Workforce Development Board, to provide
13 oversight for the WIOA programs, including, but not limited to meeting State workforce
14 performance goals, while addressing the workforce needs of the local economy; and

15 WHEREAS, the Workforce Development Board seeks to offer a Youth and Young
16 Adult Entrepreneur Program to WIOA youth of Riverside County to explore, educate and
17 empower participants to become entrepreneurs as a potential career path;

18 WHEREAS, County desires to contract with the CONTRACTOR based on their
19 expertise, knowledge and experience in providing education and training, as more
20 specifically set forth in the Agreement below.

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

24 **1. Description of Services**

25 1.1 The CONTRACTOR shall provide training services as outlined and
26 specified in the SCOPE of SERVICE, attached hereto as Exhibit “A”, at the not to exceed
27 fee stated in Paragraph 3.1.

1 **1.2** The CONTRACTOR represents that it has the experience, personnel,
2 equipment, and facilities necessary to fully and adequately perform under this Agreement
3 and the COUNTY relies upon this representation. The CONTRACTOR shall perform to the
4 satisfaction of the COUNTY and in conformance to and consistent with the highest standards
5 of professionalism in the same discipline in the State of California.

6 **1.3** The CONTRACTOR affirms that it is fully apprised of all of the work to be
7 performed under this Agreement; and the CONTRACTOR agrees it can properly perform
8 this work at the fee stated in Paragraph 3.1. The CONTRACTOR is not to perform services
9 or provide products outside of the Agreement, unless by written request by the COUNTY.

10 **1.4** Acceptance by the COUNTY of CONTRACTOR performance under this
11 Agreement does not operate as a release of the CONTRACTOR responsibility for full
12 compliance with the terms of this Agreement.

13 **2. Period of Performance**

14 **2.1** The CONTRACTOR shall perform the scope of services for the COUNTY
15 in a timely manner and to COUNTY’S satisfaction, as more specifically set forth in Exhibit
16 “A”, SCOPE OF SERVICE, and the payment schedule attached hereto as Exhibit “B” as
17 incorporated herein by this reference as such services are necessary for the provision
18 of the Youth and Young Adult Entrepreneur Program. This Agreement shall commence
19 on April 1, 2022 and expire on December 30, 2022.

20 **3. Compensation**

21 **3.1** The COUNTY shall pay CONTRACTOR for services performed, products
22 provided and expenses incurred for the SCOPE OF SERVICE defined in Exhibit “A”
23 pursuant to the Payment Schedule set forth in Exhibit “B”. Maximum payment by
24 COUNTY to CONTRACTOR shall not exceed fifty-seven thousand, six hundred dollars
25 (\$57,600), including all expenses per annual contract period. The COUNTY is not
26 responsible for any fees or costs incurred above or beyond the contracted amount and
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1 shall have no obligation to purchase any specified amount of services or products, unless
2 agreed to by COUNTY in writing.

3 **3.2** The CONTRACTOR shall be paid only in accordance with an invoice
4 submitted to the COUNTY by CONTRACTOR conforming to Exhibit “C” attached hereto
5 and incorporated herein by this reference, and COUNTY shall pay the invoice within thirty
6 (30) to forty-five (45) working days from the date of receipt of the invoice. Payment shall be
7 made to CONTRACTOR only after services have been rendered or delivery of materials or
8 products, and acceptance has been made by COUNTY.

9 a) Each invoice shall contain a minimum of the following information:
10 invoice number and date; remittance address; itemization of the description of the work
11 (hourly rate and extensions, if applicable); and an invoice total and shall conform to the
12 Invoice Form attached hereto as Exhibit “C”.

13 b) In accordance with California Government Code Section 926.10,
14 COUNTY is not allowed to pay excess interest and late charges.

15 **3.3** The COUNTY obligation for payment of this Agreement beyond the current
16 fiscal year end is contingent upon and limited by the availability of the COUNTY funding
17 from which payment can be made. No legal liability on the part of the COUNTY shall
18 arise for payment beyond the end of the period of performance unless funds are made
19 available for such payment. In the event that such funds are not forthcoming for any
20 reason, the COUNTY shall immediately notify the CONTRACTOR in writing; and this
21 Agreement shall be deemed terminated and have no further force and effect. Notification
22 in writing must be sent to: Mt. San Jacinto College, Attn: CONTRACTS, 14888 Motor
23 Car Parkway, Temecula CA 92591.

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

25 **4.1** The Board of Supervisors and the Director of HWS, or designee, are the
26 only authorized COUNTY representatives who may at any time, by written order, make
27 alterations to this Agreement.

1 **5. Termination**

2 **5.1** The COUNTY may terminate this Agreement without cause upon 30 days
3 written notice served upon the CONTRACTOR stating the extent and effective date of
4 termination.

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

11 **5.3** After receipt of the notice of termination, the CONTRACTOR shall:

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

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

17 **5.4** After termination, the COUNTY shall make payment only for the
18 CONTRACTOR performance up to the date of termination in accordance with this
19 Agreement.

20 **5.5** The CONTRACTOR rights under this Agreement shall terminate (except
21 for fees accrued prior to the date of termination) upon dishonesty or a willful or material
22 breach of this Agreement by the CONTRACTOR; or in the event of the CONTRACTOR
23 unwillingness or inability for any reason whatsoever to perform the terms of this
24 Agreement. In such event, the CONTRACTOR shall not be entitled to any further
25 compensation under this Agreement.

1 **5.6** The rights and remedies of the COUNTY provided in this section shall not
2 be exclusive and are in addition to any other rights and remedies provided by law or this
3 Agreement.

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

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

13 **7. Conduct of the CONSULTANT/SUBCONTRACTOR/CONTRACTOR**

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

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

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

3 **8. Inspection of Services**

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

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

24 **9. Independent Contractor**

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

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

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

17 **11. Disputes**

18 **11.1** The parties shall attempt to resolve any disputes amicably at the working
19 level. If that is not successful, the dispute shall be referred to the senior management of
20 the parties. Any dispute relating to this Agreement which is not resolved by the parties
21 shall be decided by the COUNTY'S Compliance Contract Officer who shall furnish the
22 decision in writing. The decision of the COUNTY'S Compliance Contract Officer shall
23 be final and conclusive unless determined by a court of competent jurisdiction to have
24 been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply
25 bad faith. The CONTRACTOR shall proceed diligently with the performance of this
26 Agreement pending the resolution of a dispute.

27 **11.2** Prior to the filing of any legal action related to this Agreement, the parties
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1 shall be obligated to attend a mediation session in Riverside County before a neutral
2 third party mediator. A second mediation session shall be required if the first session is
3 not successful. The parties shall share the cost of the mediations. The parties shall
4 jointly select a mediator acceptable to the CONTRACTOR and COUNTY. The mediation
5 shall take place in Riverside County. Each party shall be responsible for its own legal
6 fees and other expenses incident to the preparation for mediation. If the dispute cannot
7 be resolved by mediation, neither COUNTY nor CONTRACTOR waives their rights to
8 bring the appropriate legal action in a court of competent jurisdiction within the County
9 of Riverside.

10 **12. Licensing and Permits**

11 The CONTRACTOR shall comply with all State or other licensing requirements,
12 including but not limited to the provisions of Chapter 9 of Division 3 of the Business and
13 Professions CONTRACTOR. All licensing requirements shall be met at the time
14 proposals are submitted to the COUNTY. The CONTRACTOR warrants that it has all
15 necessary permits, approvals, certificates, waivers and exemptions necessary for
16 performance of this Agreement as required by the laws and regulations of the United
17 States, the State of California, the County of Riverside and all other governmental
18 agencies with jurisdiction, and shall maintain these throughout the term of this
19 Agreement relative to the Scope of Services to be performed under Exhibit A, and that
20 service(s) will be performed by properly trained and licensed staff.

21 **13. Non-Discrimination**

22 The CONTRACTOR shall comply with the nondiscrimination and equal
23 opportunity provisions found in Section 188 of WIOA and 29 CFR Part 38 prohibit
24 discrimination on the basis of race; color; religion; sex (including pregnancy, childbirth,
25 and related medical conditions, transgender status, and gender identity); national origin
26 (including Limited English Proficiency); age; disability; political affiliation or belief; or, for
27 beneficiaries, applicants, and participants only, on the basis of citizenship status or
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1 participation in a WIOA Title I-financially assisted program or activity. The
2 CONTRACTOR will “comply fully with the nondiscrimination and equal opportunity
3 provisions of the WIOA” (29 CFR Part 38 Preamble) and acknowledge the government’s
4 right to seek judicial enforcement of the nondiscrimination assurance; and, to the extent
5 they shall be found to be applicable hereto, shall comply with the provisions of the
6 California Fair Employment Practices Act (commencing with Section 1410 of the Labor
7 Consultant), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with
8 Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or
9 regulations.

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

15 **14. Record Retention and Documents**

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

25 **15. Confidentiality**

26 **15.1** The CONTRACTOR shall not use for personal gain or make other improper
27 use of privileged or confidential information which is acquired in connection with this
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1 Agreement. The term “privileged or confidential information” includes but is not limited
2 to: unpublished or sensitive technological or scientific information; medical, personnel,
3 or security records; anticipated material requirements or pricing/purchasing actions; the
4 COUNTY information or data which is not subject to public disclosure; COUNTY
5 operational procedures; and knowledge of selection of contractors, subcontractors or
6 suppliers in advance of official announcement.

7 **15.2** The CONTRACTOR shall protect from unauthorized disclosure names and
8 other identifying information concerning persons receiving services pursuant to this
9 Agreement, except for general statistical information not identifying any person. The
10 CONTRACTOR shall not use such information for any purpose other than carrying out
11 the CONTRACTOR obligations under this Agreement. The CONTRACTOR shall
12 promptly transmit to the COUNTY all third-party requests for disclosure of such
13 information. The CONTRACTOR shall not disclose, except as otherwise specifically
14 permitted by this Agreement or authorized in advance in writing by the COUNTY, any
15 such information to anyone other than the COUNTY. For purposes of this paragraph,
16 identity shall include, but not be limited to, name, identifying number, symbol, or other
17 identifying particular assigned to the individual, such as finger or voice print or a
18 photograph.

19 **16. Administration/Contract Liaison**

20 The Director of HWS, or designee, shall administer this Agreement on behalf of
21 the COUNTY.

22 **17. Force Majeure**

23 If either party is unable to comply with any provision of this Agreement due to
24 causes beyond its reasonable control, and which could not have been reasonably
25 anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such
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1 party shall not be held liable for such failure to comply, provided the other party receives
2 written notice of such force majeure event.

3 **18. EDD Reporting Requirements**

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

20 **19. Hold Harmless/Indemnification**

21 **19.1** CONTRACTOR agrees to indemnify and hold harmless the COUNTY, its
22 departments, agencies and districts, including their officers, employees and agents
23 (collectively “County Indemnitees”), from any liability, damage, claim or action based
24 upon or related to any services or work of the CONTRACTOR (including its officers,
25 employees, agents, subcontractors or suppliers) arising out of or in any way relating to
26 this Agreement, including but not limited to property damage, bodily injury or death.
27 CONTRACTOR shall, at its sole expense and cost (including but not limited to attorney
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1 fees, cost of investigation, defense and settlements or awards), defend County
2 Indemnitees in any such claim or action. CONTRACTOR shall, at its sole cost, have the
3 right to use counsel of their choice, subject to the approval of COUNTY which shall not
4 be unreasonably withheld; and shall have the right to adjust, settle, or compromise any
5 such claim or action so long as that does not compromise CONTRACTOR
6 indemnification obligation. The insurance requirements stated in this Agreement shall in
7 no way limit or circumscribe CONTRACTOR obligations to indemnify and hold harmless
8 COUNTY.

9 **19.2** COUNTY agrees to indemnify and hold harmless CONTRACTOR, including
10 its officers, employees and agents (collectively “Contractor Indemnitees”), from any
11 liability, damage, claim or action based upon or related to any services or work of the
12 COUNTY (including its officers, employees, or agents) arising out of or in any way
13 relating to this Agreement, including but not limited to property damage, bodily injury or
14 death. COUNTY shall, at its sole expense and cost (including but not limited to attorney
15 fees, cost of investigation, defense and settlements or awards), defend Contractor
16 Indemnitees in any such claim or action. COUNTY shall, at its sole cost, have the right
17 to use counsel of their choice, subject to the approval of CONTRACTOR which shall not
18 be unreasonably withheld; and shall have the right to adjust, settle, or compromise any
19 such claim or action so long as that does not compromise COUNTY indemnification
20 obligation.

21 **20. Insurance**

22 Without limiting or diminishing the CONTRACTOR obligation to indemnify or hold
23 the COUNTY harmless, the CONTRACTOR shall procure and maintain or cause to be
24 maintained, at its sole cost and expense, the following insurance coverages during the
25 term of this Agreement:

26 **20.1 Workers’ Compensation**

1 If the CONTRACTOR has employees as defined by the State of California, the
2 CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage
3 A) as prescribed by the laws of the State of California. The Policy shall include
4 Employers' Liability (Coverage B) including Occupational Disease with limits not less
5 than **\$1,000,000** per person per accident. Policy shall name the COUNTY as Additional
6 Insureds.

7 **20.2 Commercial General Liability**

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

18 **20.3 Vehicle Liability**

19 If the CONTRACTOR vehicles or mobile equipment are used in the performance
20 of the obligations under this Agreement, then the CONTRACTOR shall maintain liability
21 insurance for all owned, non-owned or hired vehicles so used in an amount not less than
22 **\$1,000,000** per occurrence combined single limit. If such insurance contains a general
23 aggregate limit, it shall apply separately to this agreement or be no less than two (2)
24 times the occurrence limit. Policy shall name all Agencies, CONTRACTOR, Special
25 CONTRACTOR, and Departments of the County of Riverside, their respective directors,
26 officers, Board of Supervisors, employees, elected or appointed officials, agents or
27 representatives as Additional Insureds.

1 **20.4 General Insurance Provisions - All lines**

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

7 b) The CONTRACTOR insurance carrier(s) must declare its insurance
8 deductibles or self-insured retentions. If such deductibles or self-insured retentions
9 exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior
10 written consent of the COUNTY Risk Manager before the commencement of operations
11 under this Agreement. Upon notification of deductibles or self-insured retention's
12 unacceptable to the COUNTY, and at the election of the COUNTY'S Risk Manager, the
13 CONTRACTOR carriers shall either; 1) reduce or eliminate such deductibles or self-
14 insured retention's as respects this Agreement with the COUNTY, or 2) procure a bond
15 which guarantees payment of losses and related investigations, claims administration,
16 and defense costs and expenses.

17 c) The CONTRACTOR shall cause the CONTRACTOR insurance carrier(s)
18 to furnish the County of Riverside with either 1) a properly executed original Certificate(s)
19 of Insurance and certified original copies of Endorsements effecting coverage as
20 required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk
21 Manager, provide original Certified copies of policies including all Endorsements and all
22 attachments thereto, showing such insurance is in full force and effect. Further, said
23 Certificate(s) and policies of insurance shall contain the covenant of the insurance
24 carrier(s) that thirty (30) days written notice shall be given to the County of Riverside
25 prior to any material modification, cancellation, expiration or reduction in coverage of
26 such insurance. In the event of a material modification, cancellation, expiration, or
27 reduction in coverage, this Agreement shall terminate forthwith, unless the County of
28

1 Riverside receives, prior to such effective date, another properly executed original
2 Certificate of Insurance and original copies of endorsements or certified original policies,
3 including all endorsements and attachments thereto evidencing coverage's set forth
4 herein and the insurance required herein is in full force and effect. The CONTRACTOR
5 **shall not commence operations until the COUNTY has been furnished original**
6 **Certificate (s) of Insurance and certified original copies of endorsements or**
7 **policies of insurance including all endorsements and any and all other**
8 **attachments as required in this Section. An individual authorized by the insurance**
9 **carrier to do so on its behalf shall sign the original endorsements for each policy**
10 **and the Certificate of Insurance.**

11 d) It is understood and agreed to by the parties hereto and the insurance
12 company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall
13 be construed as primary insurance, and the COUNTY'S insurance and/or deductibles
14 and/or self-insured retentions or self-insured programs shall not be construed as
15 contributory.

16 e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this
17 Agreement or any extension thereof, there is a material change in the scope of services;
18 or, there is a material change in the equipment to be used in the performance of the
19 scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right
20 to adjust the types of insurance required under this Agreement and the monetary limits
21 of liability for the insurance coverage's currently required herein, if; in the COUNTY Risk
22 Manager's reasonable judgment, the amount or type of insurance carried by
23 CONTRACTOR has become inadequate.

24 f) The CONTRACTOR shall pass down the insurance obligations contained
25 herein to all tiers of subcontractors working under this Agreement.

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

1 **21. General**

2 **21.1** The CONTRACTOR shall not delegate or assign any interest in this
3 Agreement, whether by operation of law or otherwise, without the prior written consent
4 of COUNTY. Any assignment or purported assignment of this Agreement by
5 CONTRACTOR without the prior written consent of COUNTY will be deemed void and
6 of no force or effect.

7 **21.2** Any waiver by the COUNTY of any breach of any one or more of the terms
8 of this Agreement shall not be construed to be a waiver of any subsequent or other
9 breach of the same or of any other term of this Agreement. Failure on the part of the
10 COUNTY to require exact, full and complete compliance with any terms of this
11 Agreement shall not be construed as in any manner changing the terms or preventing
12 the COUNTY from enforcement of the terms of this Agreement.

13 **21.3** In the event the CONTRACTOR receives payment under this Agreement
14 which is later disallowed by the COUNTY for nonconformance with the terms of the
15 Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the
16 COUNTY on request; or at its option the COUNTY may offset the amount disallowed
17 from any payment due to the CONTRACTOR.

18 **21.4** The CONTRACTOR shall not provide partial delivery or shipment of
19 services or products unless specifically stated in the Agreement.

20 **21.5** The CONTRACTOR shall comply with all applicable Federal, State and local
21 laws and regulations. The CONTRACTOR will comply with all applicable COUNTY
22 policies and procedures. In the event that there is a conflict between the various laws or
23 regulations that may apply, the CONTRACTOR shall comply with the more restrictive
24 law or regulation.

25 **21.6** The CONTRACTOR shall comply with all requirements of the Occupational
26 Safety and Health Administration (OSHA) standards and CONTRACTOR as set forth by
27 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 prior
10 and contemporaneous representations, proposals, discussions and communications,
11 whether oral or in writing. This Agreement may be changed or modified only by a written
12 amendment signed by authorized representatives of both parties. No oral understanding
13 or agreement not incorporated herein shall be binding on any of the parties hereto.

14 **21.9** If any project produces patentable items, patent rights, processes or
15 inventions in the course of work under a Department of Labor (DOL) grant or agreement,
16 the CONTRACTOR shall report the fact promptly and fully to the COUNTY. The
17 COUNTY shall report the fact to the Grant Officer at DOL. Unless there is a prior
18 agreement between the COUNTY and the DOL or its representative on these matters,
19 DOL shall determine whether to seek protection on the invention or discovery. DOL or
20 its representative shall determine how the rights in the invention or discovery, including
21 rights under any patent issued thereon, will be allocated and administered in order to
22 protect the public interest consistent with the following Patent Policy found at 29 CFR
23 95.36 and 29 CFR 97.34.

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

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

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

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


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

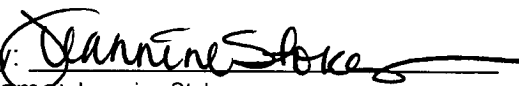
20 **21.14** The CONTRACTOR will comply with controls, recordkeeping and
21 accounting procedure requirements of WIOA, federal and state regulations and
22 directives to ensure the proper accounting for funds paid under this Agreement. At such
23 times and in such form, the COUNTY may require statements, records, reports, data and
24 information pertaining to this Agreement be maintained on file for purpose of an audit or
25 examination. Retention of all records for seven (7) years after the County makes final
26 payment and all other pending matters are closed, is required.

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

3
4 **COUNTY:**
5 COUNTY OF RIVERSIDE, a political
6 subdivision of the State of California, by
7 and through its Housing and Workforce
8 Solutions (Workforce Development
9 Division)

CONTRACTOR:
Mt. San Jacinto College, a California
Community College

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

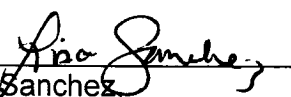
By: 
Name: Jeannine Stokes
Title: Vice President of Human Resources

13 Dated: 5/16/22

Dated: 04/19/2022

14
15 APPROVED AS TO FORM:

16 _____
17 County Counsel

18 By: 
19 Lisa Sanchez,
20 Deputy County Counsel

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

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COUNTY:

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

CONTRACTOR:

Mt. San Jacinto College, a California
Community College

By: _____
Carrie Harmon, Director of Workforce
Development

By: _____
Name: _____
Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

By: _____
Lisa Sanchez,
Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICE

A. Purpose:

The Riverside County Youth and Young Adult Entrepreneur program is designed to educate and empower participants to become entrepreneurs. Through this program, individuals interested in entrepreneurship as a potential career will be equipped with a foundational level of competence and network resources to do so.

B. Program Description

During the term of this Service Agreement for Youth and Young Adult Entrepreneur Program Training Services (Agreement) entered into between Mt. San Jacinto College (CONTRACTOR) and the County of Riverside (COUNTY), CONTRACTOR will provide the class curriculum preparation, liaising with chamber of commerce mentors and relevant Riverside County Youth Opportunity Center Provider assessment of future modifications of program, and outcome assessment. The total number of students participating in training will be a class size of up to 12 participants with the option to expand the class size to include additional participants. The class duration will be 6 months (not including breaks). This includes 72 class sessions of 4 hours each, 3 days per week totaling 288 instruction hours. The classroom space and computers for students will be provided by Hemet Youth Center, 930 N. State Street, Hemet, CA 92543

The Contractor shall provide:

1. Syllabus/Curriculum:

a. Developing an Entrepreneurial Mindset

1 The curriculum is centered on three key aspects of entrepreneurship:
2 1) the individual, their traits, skills, and attributes that make
3 entrepreneurs successful, 2) the business ideas, how to generate
4 them, where to look for them, how to expand them, and 3) how to
5 ensure they are valid business ideas with potential to meet profit
6 goals. Go Venture experiential learning program will be incorporated
7 here and used throughout the program to enable the students gauge
8 their own growth in the entrepreneurial process.

9 **b. Concept Development/ Starting a business with limited funds**

10 Introduces students to bootstrapping (limited-resource startup
11 concepts and strategies), social media strategies and platforms,
12 cybersecurity, and tactics to launch their business or expand their
13 reach. Development of a business plan begins at this stage and
14 continues to be refined throughout the program.

15 **c. Money, finance, and accounting for entrepreneurs**

16 One of the more challenging aspects of entrepreneurship deals with
17 financing. Students will discover what they really need to know about
18 bookkeeping, accounting, and using numbers to make smarter
19 decisions.

20 **d. Making the pitch, presentations, and pitch decks**

21 Student will learn how to translate Business Model Canvas into
22 powerful sales tools using technology to create presentations using
23 video, animation, visuals, stories and simulations.

24 **e. Innovation is the key**

25 This section will expose students to the basics of entrepreneurship,
26 including design thinking, customer assessment, and problem
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1 solving. Additionally, students will focus on lean market strategies for
2 testing product/service validity.

3 **f. Building an appropriate team**

4 The composition of the entrepreneurial founding team can be an
5 important indicator of future revenue and project success. This course
6 will provide students with critical insights into the often-overlooked
7 basics of founding-team formation.

8
9 **g. Structures**

10 Business opportunities develop in many forms, from sole proprietors
11 to corporations. A new and growing entity is the Solopreneur. This
12 course will discuss the differences between the many types of
13 solopreneurs such as freelancer, nomadic, and self-employed
14 business owners. Students will learn about the Gig economy, legal
15 business structures, e-commerce, networks, and key relationships.

16 **h. Social Media**

17 This section introduces the use of social media, online marketing tools
18 and strategies for entrepreneurs. Topics include social networking,
19 online marketing channels, and creating an online presence for
20 businesses. Students will learn the power of blogging/vlogging, and
21 podcasting, including the selection of appropriate platforms for target
22 audiences and developing an effective brand.

23 **i. E-commerce**

24 This section is designed to guide students toward the foundational
25 concepts of eCommerce and awareness of the extensive
26 technological infrastructure, including the 'Cloud,' which provide the
27 basis of many eCommerce systems.

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j. Traditional Business set ups (brick and mortar)

This section is designed to examine what a traditional business looked like several years ago and to contrast it against current e-commerce formats. Of importance will be the transformation away from brick and mortar to online but then back to traditional business concepts as a means to grow profitability in every way possible for the business operator. All possible markets and revenue streams for entrepreneurial goods and services will be examined in order to determine the best concept go forward.

k. Launch

Designed for those interested in starting their own business and moving from concept to product or service offering to entity launch. The curriculum is centered on three key aspects of entrepreneurship: 1) the concept, and its viable attributes that make entrepreneurs successful, 2) the product (in prototype), and 3) business or product launch and how to ensure the valid business ideas with potential generate and meet sales and profit goals.

EXHIBIT B
PAYMENT SCHEDULE

Scope of Service	Date	Payment Amount
Youth and Young Adult Entrepreneur Program Training Services	Upon initiation of contract.	\$28,800
Youth and Young Adult Entrepreneur Program Training Services	Upon Training Program Completion	\$28,800
TOTAL NOT TO EXCEED		\$57,600.00

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EXHIBIT C

INVOICE FORM TO BE PROVIDED ON LETTERHEAD

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Payment Request for Services Rendered		
Date	Deliverable/Item/Description	Amount
	Names	
Total for this Invoice:		