

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



ITEM: 3.34  
(ID # 18984)

**MEETING DATE:**  
Tuesday, June 28, 2022

**FROM :** HOUSING AND WORKFORCE SOLUTIONS:

**SUBJECT:** HOUSING AND WORKFORCE SOLUTIONS/WORKFORCE DEVELOPMENT DIVISION (HWS/WDD): Accept additional funding from the Foundation for California Community Colleges (Foundation) under the Summer Training and Employment Program for Students (STEPS) Grant; Approval of STEPS Template Service Agreement; Authorize Director of HWS to Execute individual STEPS Service Agreements with California Family Life Center and Arbor E&T, LLC, and Amendments to STEPS Grant Agreement No. 00003417 with the Foundation, All Districts. [Total Cost \$250,000; up to \$50,000 in additional compensation; 100% Federal WIOA Title IV Department of Rehabilitation]; CEQA exempt.

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

1. Find that the project is exempt under California Environmental Quality Air (CEQA) pursuant to State CEQA Guidelines Section 15061 (b)(3);
2. Accept an additional award in the amount of \$250,000 from the Foundation for California Community Colleges under the Summer Training and Employment Program for Students (STEPS) on behalf of the Housing and Workforce Solutions Department (HWS) Workforce Development Division (WDD), to be allocated as set forth in Table A of the Additional Fiscal Information Section;

Continued on page 2

**ACTION:Policy**


  
Heidi Marshall, Director 6/16/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, 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: June 28, 2022  
xc: HWS

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

3. Authorize the Director of HWS, or designee, to negotiate and sign future amendments to the STEPS Grant Agreement No. 00003417 with the Foundation for California Community Colleges, as approved as to form by County Counsel, and to administer all actions necessary and sign all documents related to the administration of this grant;
4. Approve the form of the attached Template Service Agreement for Summer Training and Employment Program (STEPS) (Template) for the Service Agreements with contractors under the STEPS program;
5. Authorize the Director of HWS, or designee, to negotiate and sign Service Agreements substantially conforming in form and substance to the Template with California Family Life Center and Arbor E&T, LLC, to continue implementing the STEPS Program for the contract term of July 1, 2022 through June 30, 2023 with an option to approve a second one (1) year term from July 1, 2023 through June 30, 2024, subject to STEPS funding availability, youth provider performance and approval as to form by County Counsel; and
6. Authorize the Director of HWS, or designee, to execute and take all steps necessary to implement each Service Agreement, including, but not limited to: signing subsequent essential and relevant documents and executing any amendments that conform with the intent of STEPS Grant Agreement and the Service Agreements; and signing amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) of the total annual cost of the agreements, based on the availability of fiscal funding and as approved as to form by County Counsel.

| <b>FINANCIAL DATA</b>                                                                 | <b>Current Fiscal Year:</b> | <b>Next Fiscal Year:</b> | <b>Total Cost:</b>                | <b>Ongoing Cost</b> |
|---------------------------------------------------------------------------------------|-----------------------------|--------------------------|-----------------------------------|---------------------|
| <b>COST</b>                                                                           | \$ 0                        | \$250,000                | \$250,000                         | \$ 0                |
| <b>NET COUNTY COST</b>                                                                | \$ 0                        | \$ 0                     | \$ 0                              | \$ 0                |
| <b>SOURCE OF FUNDS:</b> 100% Federal WIOA Title IV Department of Rehabilitation Funds |                             |                          | <b>Budget Adjustment:</b>         | No                  |
|                                                                                       |                             |                          | <b>For Fiscal Year:</b> 2022/2023 |                     |

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

**BACKGROUND:**

**Summary**

On September 1, 2020, the Board of Supervisors accepted a grant award for the Summer Training and Employment Program for Students grant (STEPS Program) in the amount of \$500,000 as Minute Order No. 3.7. The STEPS Program is funded by the California Department of Rehabilitation (DOR) and implemented in coordination with the Foundation for California Community Colleges (Foundation). The purpose of the funding is to provide job preparation training, job exploration, workplace readiness skills training, and work-based learning experiences for students (ages 16 to 21) with disabilities. The goal is to provide meaningful

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assistance to students with disabilities by engaging them in workforce development activities that support their transition to employment.

The initial terms of STEPS Program funding were memorialized in an Agreement between the Riverside County Workforce Development Division (WDD) and the Foundation with a term starting on September 10, 2020, and ending on April 30, 2021 (Agreement). The Agreement was subsequently amended through Amendment No. 1 to change the term end date to June 30, 2021 (Minute Order No. 3.7, September 1, 2020). The agreement was further amended through Amendment No. 2, awarding an additional \$250,000 in STEPS Program funds to WDD to serve approximately 50 additional participants and to change the term end date to June 30, 2022. The Board of Supervisors approved Amendment No. 2 on June 29, 2021, under Minute Order No. 3.46.

Of the \$750,000 total grant amount awarded to WDD to date, the Board of Supervisors authorized allocation of \$42,373 to WDD for program administration and \$474,000 to the Foundation for participant wages and to provide employer of record services (i.e., human resource functions, provision of worker's compensation insurance, etc.) related to participants' work-based learning experiences. The Board authorized the balance of the total grant amount (\$233,627) to be split equally between two contracted service providers, California Family Life Center and Arbor E&T, LLC (Service Providers), to implement the STEPS Program.

The Service Providers concurrently operate the County's six Youth Opportunity Centers (under separate agreements and through a different funding source). Implementing STEPS Program activities through the Service Providers expanded workforce-related activities available to County residents, creating economies of scope. The Riverside County Purchasing Department approved a Single Source Justification to allow the Service Providers to continue implementing the STEPS Program. STEPS Program allocations to each Service Provider were memorialized with service agreements.

To date, approximately 100 youth with disabilities and 18 worksites have participated in the STEPS program. Some youth have been hired on by the employer or continued employment through other youth programs. STEPS has also been able to take on participants from other Department of Rehabilitation programs and provide them with the work-based learning experience component that was not available through their school districts as a result of the COVID-19 pandemic. The program has given these participants the opportunity to stay socially engaged through these work experience opportunities as well as gain fundamental skills that will be carried with them as they move further on in their educational and/or career pathway.

The DOR is now proposing to further amend the Agreement to award an additional \$250,000 to WDD and extend the term end date to June 30, 2023.

The Housing and Workforce Solutions Department further recommends that the Board allocate the additional \$250,000 in funding as set forth in Table A of the Additional Fiscal Information section below. Consistent with the initial \$750,000 grant amount, the Housing and Workforce

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Solutions Department recommends that STEPS Program implementation be carried out by the Service Providers who operate the County’s Youth Opportunity Centers.

**Impact on Residents and Businesses**

Activities implemented under the STEPS Program will assist Riverside County residents by providing vocational skills and workforce preparation. Specifically, the Program will benefit students with disabilities through continued job exploration and paid work experience, giving them the tools to build a foundation for their future success.

**Additional Fiscal Information**

In fiscal year 2022/23, \$250,000 in expenses are proposed under the STEPS Program, which is funded by WIOA Title IV Department of Rehabilitation funds. Table A sets forth the proposed allocation of those funds. No County general funds will be utilized, and no budget adjustment is required.

| <b>TABLE A. Proposed Allocation of Additional \$250,000 STEPS Program Grant Award</b>                                           |                    |                  |
|---------------------------------------------------------------------------------------------------------------------------------|--------------------|------------------|
| <b>Riverside County Workforce Development Division</b>                                                                          |                    |                  |
| Program Manager Salary and Benefits                                                                                             | \$14,445           |                  |
|                                                                                                                                 | <b>Subtotal</b>    | <b>\$ 14,445</b> |
| <b>California Community College Foundation</b>                                                                                  |                    |                  |
| Employer of Record Services                                                                                                     | \$30,000           |                  |
| Participant Work Experience Wages                                                                                               | \$112,000          |                  |
| Participant Work Experience Taxes (20% estimated)                                                                               | \$22,400           |                  |
|                                                                                                                                 | <b>Subtotal</b>    | <b>\$164,400</b> |
| <b>Service Provider(s)</b>                                                                                                      |                    |                  |
| Service Provider Administration to be split equally between Service Providers: California Family Life Center and Arbor E&T, LLC | \$71,155           |                  |
|                                                                                                                                 | <b>Subtotal</b>    | <b>\$71,155</b>  |
|                                                                                                                                 | <b>Grand Total</b> | <b>\$250,000</b> |

**ATTACHMENTS:**

- Template Service Agreement
- STEPS Renewal

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Suzanna Hinesley, Assistant Director of Purchasing and Fleet Service 6/20/2022

  
Brianna Lontajo, Principal Management Analyst 6/22/2022

  
Synthia M. Gurzel, Chief Deputy County Counsel 6/20/2022

**Agreement Number:** PY2022/2023-STEPS-{Insert Youth Provider Name}  
STEPS Grant Agreement #0000XXXX/PY2022/2023

Catalog of Federal Domestic Assistance (CFDA) # 17.259

**SERVICE AGREEMENT**

**For**

**Summer Training and Employment Program (STEPS)**

**Between**

**COUNTY OF RIVERSIDE**

**And**

**XXXX**



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**Agreement Number:** PY2022/2023-STEPS-{Insert Youth Provider Name}  
STEPS Grant Agreement #0000XXXX/PY2022/2023

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1 This Service Agreement for Title VI Workforce Innovation and Opportunity Act  
2 Summer and Training Employment Program (STEPS) ("Agreement"), made and entered  
3 into this xx day of Month 20xx, by and between xxx, a California Corporation,  
4 (herein referred to as the (Select appropriate description:  
5 "CONSULTANT/SUBCONTRACTOR/CONTRACTOR") and the County of Riverside, a  
6 political subdivision of the State of California, by and through its Housing and Workforce  
7 Solutions (HWS) Department Workforce Development Division, (herein referred to as the  
8 ("COUNTY").

9 **RECITALS**

10 WHEREAS, the COUNTY has entered into a grant agreement with the  
11 Foundation of California Community Colleges in partnership with the Department of  
12 Rehabilitation (DOR), hereinafter referred to as the "Grantor," pursuant to the Workforce  
13 Innovation and Opportunity Act of 2014 (WIOA);

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

18 WHEREAS, the COUNTY applied for the 2020 Summer Training and  
19 Employment Program for Students (STEPS) Grant through the California Department of  
20 Rehabilitation (DOR) in coordination with the Foundation of California Community  
21 Colleges (FOUNDATION) for Program Year 2020-2021 and received \$500,000;

22 WHEREAS, the County's agreement with the FOUNDATION was renewed and  
23 the COUNTY received a \$250,000 allocation for 2021 Summer Training and  
24 Employment (STEPS) Grant funds to continue developing and implementing projects  
25 that provide work experience and job preparation training for students with disabilities;  
26 and

1 WHEREAS, County desires to contract with the XXXXX based on XXXXXXXXX  
2 expertise, special skills, knowledge and experience in providing youth services, as more  
3 specifically set forth in the Agreement below.

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

7 **1. Description of Services**

8 1.1 The XXXXXXXXX shall provide work readiness and work experience  
9 training services as outlined and specified in the SCOPE of SERVICE, attached hereto  
10 as Exhibit "A" and incorporated by this reference, and the RFP, at the not to exceed fee  
11 stated in Paragraph 3.1.

12 1.2 The XXXXXXXXX represents that it has the experience, personnel,  
13 equipment, and facilities necessary to fully and adequately perform under this Agreement  
14 and the COUNTY relies upon this representation. The XXXXXXXXX shall perform to the  
15 satisfaction of the COUNTY and in conformance to and consistent with the highest standards  
16 of professional XXXXXXXXX in the same discipline in the State of California.

17 1.3 The XXXXXXXXX affirms that it is fully apprised of all of the work to be  
18 performed under this Agreement; and the XXXXXXXXX agrees it can properly perform this  
19 work at the fee stated in Paragraph 3.1. The XXXXXXXXX is not to perform services or  
20 provide products outside of the Agreement, unless by written request by the COUNTY.

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

24 **2. Period of Performance**

25 2.1 The XXXXXXXXX shall perform the scope of services for the COUNTY in  
26 a timely manner and to COUNTY'S satisfaction, as more specifically set forth in Exhibit  
27 A, SCOPE OF SERVICE, and the payment schedule attached hereto as Exhibit "B" as  
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**Agreement Number:** PY2022/2023-STEPS-{Insert Youth Provider Name}  
STEPS Grant Agreement #0000XXXX/PY2022/2023

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1 incorporated herein by this reference as such services are necessary for the provision  
2 of insert the service(s) description. This Agreement shall commence on Month/Date,  
3 20xx and expire on Month/Date, 20xx, unless terminated earlier, and is contingent upon  
4 XXXXX continuing to service as Youth Opportunity Centers operator.

5 **3. Compensation**

6 **3.1** The COUNTY shall pay XXXXXXXXXX for services performed, products  
7 provided and expenses incurred for the SCOPE OF SERVICE defined in Exhibit "A"  
8 pursuant to the Payment Schedule set forth in Exhibit "B". Maximum payment by  
9 COUNTY to XXXXXXXXXX shall not exceed xxxx (\$xxxxxx), including all expenses. The  
10 COUNTY is not responsible for any fees or costs incurred above or beyond the  
11 contracted amount and shall have no obligation to purchase any specified amount of  
12 services or products, unless agreed to by COUNTY in writing.

13 **3.2** The XXXXXXXXXX shall be paid only in accordance with an invoice submitted  
14 to the COUNTY by XXXXXXXXXX conforming to Exhibit "C" attached hereto and  
15 incorporated herein by this reference, and COUNTY shall pay the invoice within thirty (30)  
16 working days from the date of receipt of the invoice. Payment shall be made to XXXXXXXXXX  
17 only after services have been rendered or delivery of materials or products, and acceptance  
18 has been made by COUNTY.

19 a) Each invoice shall contain a minimum of the following information:  
20 invoice number and date; remittance address; itemization of the description of the work  
21 (hourly rate and extensions, if applicable); and an invoice total and shall conform to the  
22 Invoice Form attached hereto as Exhibit "C".

23 b) In accordance with California Government XXXXXXXXXX Section  
24 926.10, COUNTY is not allowed to pay excess interest and late charges.

25 **3.3** The COUNTY obligation for payment of this Agreement beyond the current  
26 fiscal year end is contingent upon and limited by the availability of the COUNTY funding  
27 from which payment can be made. No legal liability on the part of the COUNTY shall  
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1 arise for payment beyond June 30 of each calendar year unless funds are made  
2 available for such payment. In the event that such funds are not forthcoming for any  
3 reason, the COUNTY shall immediately notify the XXXXXXXXXX in writing; and this  
4 Agreement shall be deemed terminated and have no further force and effect.

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

6 **4.1** The Board of Supervisors and the Director of HHPWS, or designee, are  
7 the only authorized COUNTY representatives who may at any time, by written order,  
8 make alterations to this Agreement.

9 **5. Termination**

10 **5.1** The COUNTY may terminate this Agreement without cause upon 30 days  
11 written notice served upon the XXXXXXXXXX stating the extent and effective date of  
12 termination.

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

19 **5.3** After receipt of the notice of termination, the XXXXXXXXXX shall:

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

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

25 **5.4** After termination, the COUNTY shall make payment only for the  
26 XXXXXXXXXX performance up to the date of termination in accordance with this  
27 Agreement.

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1           **5.5**    The XXXXXXXXX rights under this Agreement shall terminate (except for  
2 fees accrued prior to the date of termination) upon dishonesty or a willful or material  
3 breach of this Agreement by the XXXXXXXXX; or in the event of the XXXXXXXXX  
4 unwillingness or inability for any reason whatsoever to perform the terms of this  
5 Agreement. In such event, the XXXXXXXXX shall not be entitled to any further  
6 compensation under this Agreement.

7           **5.6**    The rights and remedies of the COUNTY provided in this section shall not  
8 be exclusive and are in addition to any other rights and remedies provided by law or this  
9 Agreement.

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

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

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

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

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1           **7.2**   The XXXXXXXXX shall not, under circumstances which could be  
2 interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept  
3 any gratuity or special favor from individuals or firms with whom the XXXXXXXXX is  
4 doing business or proposing to do business, in accomplishing the work under this  
5 Agreement.

6           **7.3**   The XXXXXXXXX or its employees shall not offer gifts, gratuity, favors, and  
7 entertainment directly or indirectly to COUNTY employees.

8           **8.    Inspection of Services**

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

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

27           **9.    Independent Contractor**

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

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

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

20 **11. Disputes**

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

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

13 **12. Licensing and Permits**

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

24 **13. Non-Discrimination**

25 The XXXXXXXXX shall comply with the nondiscrimination and equal opportunity  
26 provisions found in Section 188 of WIOA and 29 CFR Part 38 prohibit discrimination on  
27 the basis of race; color; religion; sex (including pregnancy, childbirth, and related medical  
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STEPS Grant Agreement #0000XXXX/PY2022/2023

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1 conditions, transgender status, and gender identity); national origin (including Limited  
2 English Proficiency); age; disability; political affiliation or belief; or, for beneficiaries,  
3 applicants, and participants only, on the basis of citizenship status or participation in a  
4 WIOA Title I-financially assisted program or activity. The XXXXXXXXXX will “comply fully  
5 with the nondiscrimination and equal opportunity provisions of the WIOA” (29 CFR Part  
6 38 Preamble) and acknowledge the government’s right to seek judicial enforcement of  
7 the nondiscrimination assurance; and, to the extent they shall be found to be applicable  
8 hereto, shall comply with the provisions of the California Fair Employment Practices Act  
9 (commencing with Section 1410 of the Labor Consultant), the Federal Civil Rights Act of  
10 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.)  
11 and all other applicable laws or regulations.

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

17 **14. Record Retention and Documents**

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

27 **15. Confidentiality**

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

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

20 **16. Administration/Contract Liaison**

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

23 **17. Force Majeure**

24           If either party is unable to comply with any provision of this Agreement due to  
25 causes beyond its reasonable control, and which could not have been reasonably  
26 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  
6 XXXXXXXXXXX(s) form DE 542 to the Employment Development Department (“EDD”).  
7 The XXXXXXXXXXX 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 XXXXXXXXXXX to timely submit the  
11 data and/or certificates required may result in the contract being awarded to another  
12 XXXXXXXXXXX. In the event a contract has been issued, failure of the XXXXXXXXXXX to  
13 comply with all federal and state reporting requirements for child support enforcement or  
14 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 XXXXXXXXXXX has  
16 any questions concerning this reporting requirement, please call (916) 657-0529. The  
17 XXXXXXXXXXX should also contact the local Employment Tax Customer Service Office  
18 listed in the telephone directory in the State Government section under “Employment  
19 Development Department” or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

20 **19. Hold Harmless/Indemnification**

21 **19.1** XXXXXXXXXXX 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 XXXXXXXXXXX (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 XXXXXXXXXXX shall, at its sole expense and cost (including but not limited to attorney  
28

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1 fees, cost of investigation, defense and settlements or awards), defend County  
2 Indemnitees in any such claim or action. XXXXXXXXX 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 XXXXXXXXX indemnification  
6 obligation. The insurance requirements stated in this Agreement shall in no way limit or  
7 circumscribe XXXXXXXXX obligations to indemnify and hold harmless COUNTY.”

8  
9 **20. Insurance**

10 Without limiting or diminishing the XXXXXXXXX obligation to indemnify or hold  
11 the COUNTY harmless, the XXXXXXXXX shall procure and maintain or cause to be  
12 maintained, at its sole cost and expense, the following insurance coverages during the  
13 term of this Agreement:

14 **20.1 Workers' Compensation**

15 If the XXXXXXXXX has employees as defined by the State of California, the  
16 XXXXXXXXX shall maintain statutory Workers' Compensation Insurance (Coverage A)  
17 as prescribed by the laws of the State of California. The Policy shall include Employers'  
18 Liability (Coverage B) including Occupational Disease with limits not less than  
19 **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation  
20 in favor of the County of Riverside, and, if applicable, to provide a Borrowed  
21 Servant/Alternate Employer Endorsement.

22 **20.2 Commercial General Liability**

23 Commercial General Liability insurance coverage, including but not limited to,  
24 premises liability, contractual liability, products and completed operations liability,  
25 personal and advertising injury covering claims which may arise from or out of the  
26 XXXXXXXXX performance of its obligations hereunder. The Policy shall name all  
27 Agencies, XXXXXXXXX, Special XXXXXXXXX, and Departments of the County of  
28

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1 Riverside, their respective directors, officers, Board of Supervisors, employees, elected  
2 or appointed officials, agents or representatives as Additional Insureds. The Policy's  
3 limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If  
4 such insurance contains a general aggregate limit, it shall apply separately to this  
5 agreement or be no less than two (2) times the occurrence limit.

6 **20.3 Vehicle Liability**

7 If the XXXXXXXXXX vehicles or mobile equipment are used in the performance of  
8 the obligations under this Agreement, then the XXXXXXXXXX shall maintain liability  
9 insurance for all owned, non-owned or hired vehicles so used in an amount not less than  
10 **\$1,000,000** per occurrence combined single limit. If such insurance contains a general  
11 aggregate limit, it shall apply separately to this agreement or be no less than two (2)  
12 times the occurrence limit. Policy shall name all Agencies, XXXXXXXXXX, Special  
13 XXXXXXXXXX, and Departments of the County of Riverside, their respective directors,  
14 officers, Board of Supervisors, employees, elected or appointed officials, agents or  
15 representatives as Additional Insureds.

16 **20.4 General Insurance Provisions - All lines**

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

22 b) The XXXXXXXXXX insurance carrier(s) must declare its insurance  
23 deductibles or self-insured retentions. If such deductibles or self-insured retentions  
24 exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior  
25 written consent of the COUNTY Risk Manager before the commencement of operations  
26 under this Agreement. Upon notification of deductibles or self-insured retention's  
27 unacceptable to the COUNTY, and at the election of the COUNTY'S Risk Manager, the  
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1 XXXXXXXXXX carriers shall either; 1) reduce or eliminate such deductibles or self-insured  
2 retention's as respects this Agreement with the COUNTY, or 2) procure a bond which  
3 guarantees payment of losses and related investigations, claims administration, and  
4 defense costs and expenses.

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

26 d) It is understood and agreed to by the parties hereto and the insurance  
27 company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall  
28

1 be construed as primary insurance, and the COUNTY'S insurance and/or deductibles  
2 and/or self-insured retention's or self-insured programs shall not be construed as  
3 contributory.

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

12 f) The XXXXXXXXXX shall pass down the insurance obligations contained  
13 herein to all tiers of subcontractors working under this Agreement.

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

16 **21. General**

17 **21.1** The XXXXXXXXXX shall not delegate or assign any interest in this  
18 Agreement, whether by operation of law or otherwise, without the prior written consent  
19 of COUNTY. Any assignment or purported assignment of this Agreement by  
20 XXXXXXXXXX without the prior written consent of COUNTY will be deemed void and of  
21 no force or effect.

22 **21.2** Any waiver by the COUNTY of any breach of any one or more of the terms  
23 of this Agreement shall not be construed to be a waiver of any subsequent or other  
24 breach of the same or of any other term of this Agreement. Failure on the part of the  
25 COUNTY to require exact, full and complete compliance with any terms of this  
26 Agreement shall not be construed as in any manner changing the terms or preventing  
27 the COUNTY from enforcement of the terms of this Agreement.

28

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STEPS Grant Agreement #0000XXXX/PY2022/2023

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1           **21.3** In the event the XXXXXXXXX receives payment under this Agreement  
2 which is later disallowed by the COUNTY for nonconformance with the terms of the  
3 Agreement, the XXXXXXXXX shall promptly refund the disallowed amount to the  
4 COUNTY on request; or at its option the COUNTY may offset the amount disallowed  
5 from any payment due to the XXXXXXXXX.

6           **21.4** The XXXXXXXXX shall not provide partial delivery or shipment of services  
7 or products unless specifically stated in the Agreement.

8           **21.5** The XXXXXXXXX shall comply with all applicable Federal, State and local  
9 laws and regulations. The XXXXXXXXX will comply with all applicable COUNTY policies  
10 and procedures. In the event that there is a conflict between the various laws or  
11 regulations that may apply, the XXXXXXXXX shall comply with the more restrictive law  
12 or regulation.

13           **21.6** The XXXXXXXXX shall comply with all requirements of the Occupational  
14 Safety and Health Administration (OSHA) standards and XXXXXXXXX as set forth by  
15 the U.S. Department of Labor and the State of California (Cal/OSHA).

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

23           **21.8** This Agreement, including any attachments or exhibits, constitutes the  
24 entire Agreement of the parties with respect to its subject matter and supersedes all prior  
25 and contemporaneous representations, proposals, discussions and communications,  
26 whether oral or in writing. This Agreement may be changed or modified only by a written  
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1 amendment signed by authorized representatives of both parties. No oral understanding  
2 or agreement not incorporated herein shall be binding on any of the parties hereto.

3       **21.9** If any project produces patentable items, patent rights, processes or  
4 inventions in the course of work under a Department of Labor (DOL) grant or agreement,  
5 the XXXXXXXXXX shall report the fact promptly and fully to the COUNTY. The COUNTY  
6 shall report the fact to the Grant Officer at DOL. Unless there is a prior agreement  
7 between the COUNTY and the DOL or its representative on these matters, DOL shall  
8 determine whether to seek protection on the invention or discovery. DOL or its  
9 representative shall determine how the rights in the invention or discovery, including  
10 rights under any patent issued thereon, will be allocated and administered in order to  
11 protect the public interest consistent with the following Patent Policy found at 29 CFR  
12 95.36 and 29 CFR 97.34.

13       **21.10** Unless otherwise provided in terms of the Grant or the Agreement, when  
14 copyrighted material is developed in the course of or under this Agreement, the author  
15 and the COUNTY which developed the work are free to copyright material or to permit  
16 others to do so. The COUNTY and the Workforce Development Board shall have a  
17 royalty-free, non-exclusive and irrevocable license to produce, publish, and use and to  
18 authorize other to use all copyrighted material.

19       **21.11** All original reports, preliminary findings, or data assembled or compiled by  
20 XXXXXXXXXX under this Agreement become the property of the COUNTY. The  
21 COUNTY reserves the right to authorize others to use or reproduce such materials.  
22 Therefore, such materials may not be circulated in whole or in part, nor released to the  
23 public, without the direct authorization of the COUNTY.

24       **21.12** Any waiver by COUNTY of any breach of any one or more of the terms of  
25 this Agreement shall not be construed to be a waiver of any subsequent or other breach  
26 of the same or of any other term thereof. Failure on the part of the COUNTY to require  
27 exact, full and complete compliance with any terms of this Agreement shall not be  
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1 construed as in any manner changing the terms hereof or stopping COUNTY from  
2 enforcement hereof.

3       **21.13** Executive Order 12549, Debarment and Suspension, 34 CFR Part 85,  
4 Section 85.510 (Lower Tier). The XXXXXXXXXX certifies that neither it nor its principals  
5 are presently debarred, suspended, proposed for debarment, declared ineligible, or  
6 voluntarily excluded from participation in this transaction by any Federal department or  
7 agency. Where the XXXXXXXXXX is unable to certify to any of the statements in this  
8 certification, XXXXXXXXXX shall attach an explanation to this Agreement.

9       **21.14** The XXXXXXXXXX shall assure that funds provided by this Agreement must  
10 be used exclusively for activities that are authorized under WIOA. Co-mingling and/or  
11 diverting of funds to support the activities of other programs are not authorized.  
12 Documentation supporting expenditures will be kept on file at the XXXXXXXXXX office  
13 and made available at all times for audit and monitoring purposes for a period of no less  
14 than seven (7) years after the COUNTY makes final payment and all pending matters  
15 are closed

16       **21.15** The XXXXXXXXXX will comply with controls, recordkeeping and accounting  
17 procedure requirements of WIOA, federal and state regulations and directives to ensure  
18 the proper accounting for funds paid under this Agreement. At such times and in such  
19 form, the COUNTY may require statements, records, reports, data and information  
20 pertaining to this Agreement be maintained on file for purpose of an audit or examination.  
21 Retention of all records for seven (7) years after the County makes final payment and all  
22 other pending matters are closed, is required.

23       **21.16** The XXXXXXXXXX shall establish and implement appropriate internal  
24 management procedures to prevent fraud, abuse and criminal activity. Further, the  
25 XXXXXXXXXX shall establish a reporting process to ensure that the COUNTY is notified  
26 immediately of any allegation of WIOA-related fraud, abuse or criminal activity or any  
27 suspected or proven fraud, abuse or criminal acts committed by staff or participants. If  
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1 the allegation is of any emergency and/or fiscal nature, it shall be reported to the  
2 COUNTY'S Administration Unit at (951) 955-3100, and immediately thereafter, a written  
3 report shall be submitted. Proof of such report will be maintained in the XXXXXXXXX  
4 file.

5 **21.17** Should the XXXXXXXXX fail to perform the services as outlined in Exhibit  
6 A, the COUNTY and the XXXXXXXXX will meet and confer to modify the Scope of  
7 Services and compensation arrangements.

8 **21.18** XXXXXXXXX represents and warrants that XXXXXXXXX is registered to  
9 do business in the State of California with the California Secretary of State.

10 **21.19** All correspondence and notices required or contemplated by this  
11 Agreement shall be delivered to the respective parties at the addresses set forth below  
12 and are deemed submitted one (1) day after their deposit in the United States Mail,  
13 postage prepaid.

14  
15 County of Riverside HWS Workforce  
16 Development Division  
17 1325 Spruce Street, Suite 110  
18 Riverside, CA 92507  
19 Attention: Carrie Harmon,  
20 Director of Workforce Development

XXXXXXX; Name/Agency  
Address  
City/State/Zip  
Attention: Name/Title

21 [Remainder of Page Intentionally Blank]

22  
23  
24 [Signatures on Following Page]  
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1 IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized  
2 representatives to execute this Agreement as of the dates set forth below.

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 Department Workforce  
9 Development Division

**SUBRECIPENT:**

Name/Agency

8

9 By: \_\_\_\_\_  
10 Carrie Harmon, Director of Workforce  
11 Development

By: \_\_\_\_\_  
Name/Title

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

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

12

13

14

15 APPROVED AS TO FORM:  
16 County Counsel

17

17

18 By: \_\_\_\_\_  
19 Lisa Sanchez  
20 Deputy County Counsel

20

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**EXHIBIT A**

**SCOPE OF SERVICE**

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**A. Purpose:**

During the term of the Service Agreement for XXXXXXXXX entered into between XXXXXXXXX and the County of Riverside (COUNTY), XXXXXXXXX shall Insert scope of services

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

The XXXXXXXXX shall offer xxx:

**C.**

**D.**

**E.**

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**EXHIBIT B**

**PAYMENT SCHEDULE**

| Scope of Service           | Product or Outcome | Payment Milestones/deliverables |
|----------------------------|--------------------|---------------------------------|
|                            |                    |                                 |
|                            |                    |                                 |
| <b>TOTAL NOT TO EXCEED</b> |                    |                                 |

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**EXHIBIT C**

**INVOICE FORM TO BE PROVIDED ON LETTERHEAD**

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|-----------------------------------------------------|--------------------|-------------|
| <b>XXXXXXXXXX Name:</b>                             |                    |             |
| <b>Mailing/Remittance Address:</b>                  |                    |             |
| <b>Invoice Number:</b>                              |                    |             |
| <b><u>Payment Request for Services Rendered</u></b> |                    |             |
|                                                     |                    |             |
| <b>Date</b>                                         | <b>Deliverable</b> | <b>Cost</b> |
|                                                     |                    |             |
| <b>Total for this Invoice:</b>                      |                    | <b>\$</b>   |

## STEPS Renewal

Good Afternoon,

We are excited to offer Riverside County Workforce Development a contract amendment for the STEPS program. We will be providing a simplified 1-year amendment to your current contract to begin on July 1, 2022. We recognize the hard work you and your team have done to make STEPS a success.

If you are requesting the same funding amount, please just submit your request for an amendment. If you would like to increase your budget for FY23, please submit a new budget for the fiscal year.

We will be accepting new applicants this year. If you have regional partners that you would like to join the STEPS program, the SFP can be found <https://etp.ca.gov/grants/active-grants/steps/>.

If you have any questions, please reach out.

Best regards,  
JD

**JD Burchfield**  
Manager, Career Catalyst  
Foundation for California Community Colleges

1102 Q Street, Suite 4800 | Sacramento, CA 95811  
T: | F: 916.325.0844

[JBurchfield@foundationccc.org](mailto:JBurchfield@foundationccc.org) | [www.foundationccc.org](http://www.foundationccc.org)