

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



ITEM: 3.20
(ID # 23834)

MEETING DATE:

Tuesday, January 23, 2024

FROM : HOUSING AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS/WORKFORCE DEVELOPMENT DIVISION (HWS/WDD): Approve the Youth Community Corps Program and Form of Template Agreement from March 1, 2024 through February 28, 2026; Authorize Director of HWS to Release Request(s) for Proposals, Award and Execute Agreements with the Recommended Service Provider; District 5. [\$400,000 - 100% American Rescue Plan Act Funds] CEQA Exempt (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3);

Continued on Page 2

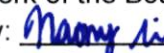
ACTION:Policy


Heidi Marshall, Director 1/9/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: January 23, 2024
xc: HWS/WDD, Recorder

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Authorize the Director of Housing and Workforce Solutions (HWS), or designee, to release request(s) for proposals for any eligible services necessary to implement the Youth Community Corps Program (Program);
3. Approve the form of the attached Youth Community Corps Program Template Agreement (Template Agreement) for the agreement with the selected service provider under the Program;
4. Upon completion of the bid process, Authorize the Director of HWS, or designee, to submit and execute agreements for award of the contracts, substantially conforming in form and substance to the Template Agreement, with the service provider selected for the Program as recommended for award by the evaluation team, in an amount not to exceed \$400,000 in funding amount approved under the Program, for a period commencing on or after March 1, 2024 and terminating no later than February 28, 2026, subject to availability of fiscal funding and as approved as to form by County Counsel, provided that, if any of the following occur, the award will be submitted to the Board of Supervisors for action: there is a bid protest, the lowest bid exceeds the estimated budget, the low bidder is disqualified, two or more bids are the same and are the lowest, or a bidder requests relief from its bid due to an error;
5. Authorize the Director of HWS, or designee, to take all steps necessary to implement the Youth Community Corps Program including, but not limited to, signing subsequent essential agreements and relevant documents, and executing any amendments that exercise the options of the agreements including modifications of the scope of services that stay within the intent of the agreements, subject to availability of fiscal funding and as approved as to form by County Counsel; and
6. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk and the State Clearinghouse within five (5) days of approval by the Board.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$200,000	\$200,000	\$400,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% American Rescue Plan Act Funds			Budget Adjustment:	No
			For Fiscal Year:	2023/2024 – 2025/2026

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The COVID-19 pandemic and the corresponding economic crisis have undermined the health and economic wellbeing of American workers. The American Rescue Plan Act (ARPA) of 2021 provides support to communities that have struggled in the wake of COVID-19. Specifically, ARPA provides \$130 billion in local funding for cities and counties. Of these funds, \$65 billion is allocated for counties based on the county's population. Eligible uses of these funds include,

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

but are not limited to, assistance to small businesses, households, hard-hit industries, and economic recovery. On October 4, 2022 (Minute Order 3.44), the Board of Supervisors approved the distribution of the 2nd installment of the ARPA allocation. On December 12, 2023 (Minute Order 3.70) the Board of Supervisors obligated \$800,000 from the 2nd installment of ARPA funding to the department of Housing and Workforce Solutions, Workforce Development Division for the implementation of the Youth Employment and the Youth Community Corps Programs within the 5th Supervisorial District. In total, \$400,000 of this allocation will be for the Youth Community Corps Program.

As a result of the COVID-19 pandemic, an unprecedented amount of youth throughout the county have been negatively impacted socially, economically, and academically. In response to this impact the County of Riverside Department of Housing and Workforce Solutions/Workforce Development Division (HWS/WDD) proposes to partner with local nonprofit and government agencies to create the Youth Community Corps Program for youth ages 18-26 years old within the 5th District in the County of Riverside.

The Youth Community Corps Program will serve approximately 50 young adults from ages 18-26. Youth can earn up to a \$6,000 stipend to work for a non-profit or local government agency within Riverside County District 5, for up to 12 weeks. HWS/WDD will issue a Request for Proposal to select a service provider that will oversee the Youth Community Corps Program, provide supportive services, career counseling and issue stipends to the youth. The Program is anticipated to launch on March 1, 2024, and end on February 28, 2026.

Pursuant to the California Environmental Quality Act (CEQA), the ARPA Economic Recovery fund use for Youth Corps program was reviewed and determined to be categorically exempt from the CEQA under State CEQA Guidelines Section 15061(b)(3), General Rule or "Common Sense" exemption. It can be seen with certainty that there is no possibility that the proposed project may have a significant effect on the environment as it will only have administrative effects and will not lead to any direct or indirect physical environmental impacts. A Notice of Exemption will be filed by the Clerk of the Board within five days of the approval.

Furthermore, the approval of ARPA Economic Recovery funds for Youth Community Corps Program were reviewed and determined to be exempt from the provisions of the National Environmental Policy Act (NEPA) pursuant to Title 24 Code of Federal Regulations Sections 58.34(a)(1) and (a)(3) since the proposed project is an administrative and planning/strategy activity.

The attached Youth Community Corps Program Agreement template has been approved as to form by County Counsel.

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

Impact on Residents and Businesses

The Youth Community Corps Program will be implemented in Supervisorial District 5. The program will strengthen partnerships with local government agencies and non-profits while helping them build the skilled workforce they need. Specifically, the Youth Community Corps program will directly assist at least 50 youth with employment attainment, experience, and career development.

Additional Fiscal Information

The full cost of this project is \$400,000. The funding source is strictly ARPA funds.

ATTACHMENTS:

- D5 Youth Community Corps Program Template Agreement
- D5 Youth Community Corps Program Budget
- CEQA Filing


Erianria Lontajo, Principal Management Analyst 1/17/2024


Aaron Gettis, Deputy County Counsel 1/10/2024



State of California - Department of Fish and Wildlife
2024 ENVIRONMENTAL DOCUMENT FILING FEE
CASH RECEIPT
 DFW 753.5a (REV. 01/01/24) Previously DFG 753.5a

RECEIPT NUMBER:
STATE CLEARINGHOUSE NUMBER (If applicable) CA

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY RIVERSIDE COUNTY HOUSING AND WORKFORCE	LEAD AGENCY EMAIL JCRAMIREZ@RIVCO.ORG	DATE
COUNTY/STATE AGENCY OF FILING RIVERSIDE		DOCUMENT NUMBER
PROJECT TITLE D5 YOUTH COMMUNITY CORPS PROGRAM		

PROJECT APPLICANT NAME JORGE CARDENAS	PROJECT APPLICANT EMAIL JCRAMIREZ@RIVCO.ORG	PHONE NUMBER (951) 955-0452
PROJECT APPLICANT ADDRESS 1325 SPRUCE ST, SUITE	CITY RIVERSIDE	STATE CA
		ZIP CODE 92507

PROJECT APPLICANT (Check appropriate box)

Local Public Agency
 School District
 Other Special District
 State Agency
 Private Entity

CHECK APPLICABLE FEES:

<input type="checkbox"/> Environmental Impact Report (EIR)	\$4,051.25	\$ _____
<input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)	\$2,916.75	\$ _____
<input type="checkbox"/> Certified Regulatory Program (CRP) document - payment due directly to CDFW	\$1,377.25	\$ _____
<input checked="" type="checkbox"/> Exempt from fee		
<input checked="" type="checkbox"/> Notice of Exemption (attach)		
<input type="checkbox"/> CDFW No Effect Determination (attach)		
<input type="checkbox"/> Fee previously paid (attach previously issued cash receipt copy)		
<hr/>		
<input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only)	\$850.00	\$ _____
<input checked="" type="checkbox"/> County documentary handling fee		\$ _____
<input type="checkbox"/> Other		\$ _____

PAYMENT METHOD:

Cash
 Credit
 Check
 Other

TOTAL RECEIVED \$ \$0.00

SIGNATURE X	AGENCY OF FILING PRINTED NAME AND TITLE Deputy
---------------------------	---



Order Details

Your order has been submitted.

Order #: SST3251S580

Date: Jan 4, 2024

Name: Jorge Cardenas

Orders/Requests are valid for 120 days

[For Current Office Hours and Locations Click Here](#)

For FBN Customers:

- o Once the application is complete, you will get an order number, also called the SST number. Please keep that number for your records.
- o Once it has been reviewed by our office, we will contact you by phone or email to let you know when your order is complete or to resolve any issues
- o Once all is completed, a certified copy of your statement will be sent to you in regular mail.

For Marriage Customers:

- o Please walk-in to one of our County-Clerk Recorder Public Service Offices to complete your order request. Appointment availability may be limited.

For Environmental Filing Customers:

- o Scan and email the notice with your Order number as the subject to: CEQAProcessing@astrickrec.com

Thank you for your order.

Below you will find your estimated costs. Please review the Order Details instructions to complete your transaction.

Items	
Environmental Filing	\$50.00 ↓
D5 YOUTH COMMUNITY CORPS PROGRAM	

Order Complete

NOTICE OF EXEMPTION

Date: January 4th, 2024

Project Name: Youth Corps Program for Program Year 2023/26

Project Number: Minute Traq #23834

Project Location: Riverside County (District 5)

Description of Project: The COVID-19 pandemic and the corresponding economic crisis have undermined the health and economic wellbeing of American workers. The American Rescue Plan Act (ARPA) of 2021 provides support to communities that have struggled in the wake of COVID-19. Specifically, ARPA provides \$130 billion in local funding for cities and counties. Of these funds, \$65 billion is allocated for counties based on the county's population. Eligible uses of these funds include, but are not limited to, assistance to small businesses, households, hard-hit industries, and economic recovery. On October 4, 2022 (Minute Order 3.44), the Board of Supervisors approved the 2nd installment allocation of ARPA funding. Of this 2nd allocation of funding, \$5,000,000 was allocated to workforce development activities.

As a result of the COVID-19 pandemic, an unprecedented amount of youth throughout the county have been negatively impacted socially, economically, and academically. In response to this impact the County of Riverside Department of Housing and Workforce Solutions/Workforce Development Division (HWS/WDD) proposes to partner with local nonprofit and government agencies to create the Youth Corps Program for youth ages 18-26 years old within District 5.

The Youth Corps Program will serve 50 young adults from ages 18-26. These youth can earn up to \$6,000 stipend to work for a non-profit or local government agency within Riverside County District 5, for up to 12 weeks. HWS/WDD will issue a Request for Proposal to select a service provider that will participate in executing our central objective, oversee the contracts, as well as issue the stipends to the youth. The program is anticipated to launch on March 1, 2023, and end on February 28 2026.

The Youth Corps Program is identified as the proposed Project under the California Environmental Quality Act (CEQA). No expansion of an existing use will occur. No additional direct or indirect physical environmental impacts are anticipated from the implementation of workforce services identified in the WIOA Subgrant Agreement.

Name of Public Agency Approving Project: County of Riverside, Housing and Workforce Solutions/Workforce Development Division

Name of Person or Agency Carrying Out Project: County of Riverside, Housing and Workforce Solutions/Workforce Development Division

Exempt Status: State CEQA Guidelines, Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Article 5, Section 15061.

Reasons Why Project is Exempt: The proposed Project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause an impact to an environmental resource of hazardous or critical concern nor would the Project include a reasonable possibility of having a significant effect on the environment due to unusual circumstances. The Project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the WIOA Subgrant Agreement through the partnership between the County and EDD.

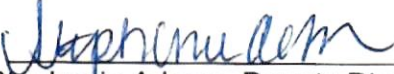
Section 15061 (b) (3) - "Common Sense" Exemption: In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." *Ibid.* This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment.

The project relates to the provision of workforce services, employment and training activities for youth, adult, dislocated workers and businesses in Riverside County, and it can be seen with certainty that there is no possibility that the aforementioned services may have a significant effect on the environment and will not lead to any direct or reasonable indirect physical environmental impacts, as they will have purely financial and administrative impacts. The workforce activities of the Youth Corps program are services provided by the HWS/WDD through the American Rescue Plan Act (ARPA).

The Youth Corps Program will not result in any direct or indirect physical effects. Therefore, in no way, would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Housing and Workforce Solutions/Workforce Development Division hereby concludes that no

physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is required.

Signed: 
Stephanie Adams, Deputy Director

Date: 1/5/24

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION TO BILL
BY JOURNAL VOUCHER**

Project Name: Youth Corps Program for Program Year 2023/26

Accounting String: 21550-5500400000-537080

DATE: January 4th 2024

AGENCY: Riverside County Housing and Workforce Solutions/Workforce
Development Division (HWS/WDD)

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING
AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Stephanie Adams, Deputy Director, HWS/Workforce
Development Division

Signature: 

PRESENTED BY: Stephanie Adams, Deputy Director, HWS/Workforce
Development Division

-TO BE FILLED IN BY COUNTY CLERK- ACCEPTED BY:

DATE: RECEIPT# (S)



Riverside County Workforce Development Centers
1325 Spruce Street, Suite 110, Riverside, CA 92507

Date: January 4, 2024

To: Office of the County Clerk/Recorder

From: Jorge Cardenas (for Stephanie Adams)

Subject: County of Riverside Housing and Workforce Solutions/Workforce Development Division Project Youth Corps Program for Program Year 2023/26

The Riverside County's Housing and Workforce Solutions/Workforce Development Division) is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to:

Mail Stop #2570

Attention: Jorge Cardenas

1325 Spruce St. Suite 400, Riverside, CA 92507

If you have any questions, please contact Jorge Cardenas at (951) 955-0452.

Attachment

cc: file

■ **web:** www.rivocworkforce.com

■ **phone:** 951-955-3100

■ **fax:** 951-955-3131

PROFESSIONAL SERVICE AGREEMENT

for

**YOUTH COMMUNITY CORPS PROGRAM
COORDINATOR**

Between

COUNTY OF RIVERSIDE

and

NAME OF VENDOR



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services	4
2. Period of Performance	4
3. Compensation	5
4. Alteration or Changes to the Agreement.....	6
5. Termination.....	6
6. Ownership/Use of Contract Materials and Products	7
7. Conduct of Contractor	8
8. Inspection of Service: Quality Control/Assurance	8
9. Independent Contractor/Employment Eligibility	9
10. Subcontract for Work or Services	10
11. Disputes	10
12. Licensing and Permits.....	11
13. Use by Other Political Entities.....	11
14. Non-Discrimination	11
15. Records and Documents	12
16. Confidentiality	12
17. Administration/Contract Liaison	13
18. Notices	13
19. Force Majeure.....	13
20. EDD Reporting Requirements	13
21. Hold Harmless/Indemnification	14
22. Insurance.....	15
23. General.....	17
Exhibit A-Description & Scope of Services	23
Exhibit B-Program Budget	25
Exhibit C-Invoice/Payment Template.....	26

This Professional Service Agreement for the Youth Community Corps Program (“Agreement”) is made and entered into effective the **TBD**, (herein referred to as the “CONTRACTOR”), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through its DEPARTMENT OF HOUSING AND WORKFORCE SOLUTIONS, WORKFORCE DEVELOPMENT DIVISION (HWS/WDD), (herein referred to as the "COUNTY").

RECITALS

WHEREAS, The COUNTY has received funding from the American Rescue Plan Act of 2021 to support communities that have struggled as a result of the COVID-19 pandemic to fund and implement strategic programs including but not limited to, assistance to small businesses, households, hard-hit industries, and general economic recovery within the COUNTY’s jurisdiction.

WHEREAS, in connection with the State of California to administer American Rescue Plan Act (ARPA) funded programs, the COUNTY issued a Request for Proposal (RFP) in **Date Issued** to solicit Youth Community Corps Program coordinator(s) to implement scope of services, outlined within the RFP. The RFP is incorporated herein by this reference; and

WHEREAS, CONTRACTOR responded to the RFP and based on CONTRACTORS ability and capacity working with target population and service area, COUNTY awarded CONTRACTOR with an allocation of ARPA funds to serve as the Youth Community Corps Program coordinator(s); and

WHEREAS, County desires to enter into an Agreement with the CONTRACTOR based on its expertise, special skills, knowledge and experience in providing such services, as more specifically set forth in the Agreement below.

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

1. Description of Services

1.1 The CONTRACTOR shall serve as the Youth Corps Program coordinator(s) and provide services as outlined and specified in the Scope of Services attached hereto and incorporated herein as Exhibit A, and the Program Budget attached hereto and incorporated herein as Exhibit B, for the amount not to exceed that which is stated in paragraph 3.1.

1.2 CONTRACTOR represents that it has the skills, experience, knowledge, personnel, equipment, and facilities necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

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

2. Period of Performance

The CONTRACTOR shall perform the scope of services for the COUNTY in a timely manner and to the COUNTY'S satisfaction, as more specifically set forth in Exhibit A, Scope of Services, and in Exhibit B, Program Budget, as such services are necessary for the implementation and execution of the Youth Corps Program. This Agreement shall commence effective **TBD**, unless terminated earlier. CONTRACTOR shall commence performance upon the effective date of this Agreement and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi- year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred for the Scope of Services defined in Exhibit A, pursuant to the Program Budget set forth in Exhibit B. Maximum payments by COUNTY to CONTRACTOR shall not exceed **X** for the duration of the contract term, including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified number of services or products, unless agreed to by the COUNTY in writing.

3.2 No price increases will be permitted during the first year of this Agreement (if applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement.

The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and conforming to Exhibit C, attached hereto and incorporated herein by this reference, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Contractor shall prepare and submit invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

RIVERSIDE COUNTY
WORKFORCE DEVELOPMENT DIVISION
ATTN: ACCOUNTS PAYABLE
1325 SPRUCE ST., SUITE 400
RIVERSIDE, CA 92507

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the work (hourly rate and extensions, if applicable); and an invoice total and shall conform to the Invoice Form attached hereto as Exhibit C.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, the COUNTY is not allowed to pay excess interest and late charges, per Government Code Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent, or designee, are the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and

the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

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

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

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports, or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

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

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central

Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<https://www.visualofac.com/regulations/excluded-parties-list-system/>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

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

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

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

7. **Conduct of Contractor**

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

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

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

8. **Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate

cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

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

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986,

8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded, or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended, or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and

personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

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

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

12. Licensing and Permits

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

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that

other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

The CONTRACTOR shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Consultant), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

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

15. Record Retention and Documents

CONTRACTOR agrees to retain all records pertaining to this Agreement for a period of seven (7) years after termination of this Agreement. If, at the end of seven (7) years, there is an ongoing litigation or an audit involving those records, the CONTRACTOR shall retain the records until the resolution of such litigation or audit is completed. The Department of Labor, the Grantor, and the COUNTY reserve the right to monitor and visit, announced or unannounced, the CONTRACTOR facilities at any time during normal business hours. The monitoring shall be conducted in accordance with the COUNTY Monitoring Guide.

16. Confidentiality

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

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose

other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

WORKFORCE DEVELOPMENT DIVISION
ATTN: HEIDI MARSHALL,
DIRECTOR OF HWS
1325 SPRUCE ST. SUITE 400
RIVERSIDE, CA 92507

CONTRACTOR

TBD

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the

EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

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

B. Commercial General Liability:

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

B.1 Sexual Abuse or Molestation (SAM) Liability:

If the work will include contact with minors, and the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, Vendor/Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$2,000,000 per occurrence or claim.

C. Vehicle Liability:

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

occurrence limit. Policy shall name all the Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

D. Professional Liability

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

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

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be

given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect.

CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

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

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

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

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement

shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

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

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials, or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the

State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

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

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

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

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

23.16 Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510 (Lower Tier). The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by

any Federal department or agency. Where the CONTRACTOR is unable to certify to any of the statements in this certification, CONTRACTOR shall attach an explanation to this Agreement.

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

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

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

23.20 Should the CONTRACTOR fail to perform the services as outlined in Exhibit A, the COUNTY and the CONTRACTOR will meet and confer to modify the Scope of Services and compensation arrangements.

23.21 CONTRACTOR represents and warrants that CONTRACTOR is registered to do business in the State of California with the California Secretary of State.

23.22 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of the Agreement agrees to the use of electronic signatures, such as a digital signature that meet the requirements of the California Uniform

Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts amount parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY:

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

CONTRACTOR:

TBD FORM COPY - DO NOT SIGN

Dated: _____

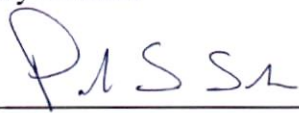
By: FORM COPY - DO NOT SIGN

Heidi Marshall
Director of Housing and Workforce Solutions

Dated: _____

APPROVED AS TO FORM:

MINH C. TRAN
County Counsel

By: 

Paula S. Salcido
Deputy County Counsel

Dated: _____

EXHIBIT A
DESCRIPTION & SCOPE OF SERVICES

CONTRACTOR agrees to serve as the primary program coordinator for the Youth Corps Program.

CONTRACTOR understand that the Youth Corps Program will be uniquely allocated for Supervisorial District 5, within the County of Riverside.

CONTRACTOR understands that verification and eligibility of interested youth and/or participating employers must be conducted by CONTRACTOR.

CONTRACTOR will conduct outreach and recruitment of local nonprofit and government agencies to hire youth between the ages of 18-26 years old.

CONTRACTOR will select and place approximately 50 individual youth with a local non-profit or government agency. Each youth shall be eligible to receive a stipend up to \$6000 after maintaining a minimum of 12 weeks of "employment/paid internship" with local non-profit or government agency contractor. Contractor is responsible for tracking period of employment and distributing stipend funds.

CONTRACTOR understands that stipend amounts, maximum employment hours, duration of employment, and other program details, as defined HWS/WDD, are subject to change with written notice of X amount of days.

EXHIBIT B
Program Budget Sample

EXHIBIT C
INVOICE FORM TO BE PROVIDED ON LETTERHEAD

SAMPLE

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

YOUTH CORP	
Administration	\$ 35,000.00
Marketing	\$ 7,500.00
Supplies	\$ 7,500.00
Career Counselor	\$ 50,000.00
Youth employment Stipend	\$ 300,000.00
Total	\$ 400,000.00