

ITEM: 3.13 (ID # 25041) MEETING DATE:

FROM:

HOUSING AND WORKFORCE SOLUTIONS

Tuesday, July 09, 2024

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS/WORKFORCE DEVELOPMENT DIVISION (HWS/WDD): Ratify and approve the Hiring Our Heroes Program Services Agreement with the Murrieta Chamber of Commerce dba Murrieta/Wildomar Chamber of Commerce for the implementation of the Hiring Our Heroes Program (HOH); without seeking competitive bids from June 1, 2024, through December 31, 2026; District 3. [\$300,000 - 100% American Rescue Plan Act Funds] (CEQA Exempt per State CEQA Guidelines Section 15061(b)(3))

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3);
- 2. Ratify and approve the Hiring Our Heroes Program (District 3) Services Agreement (Agreement) with the Murrieta Chamber of Commerce dba Murrieta/Wildomar Chamber of Commerce for the implementation of the Hiring Our Heroes Program (HOH); without seeking competitive bids from June 1, 2024, through December 31, 2026 for the total amount of \$300,000, authorize the Chair of the Board to execute three (3) copies of the same on behalf of the County;
- Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and approved as to form by County Counsel to sign amendments modifying the scope of services, that stay within the intent of the Agreement;
- Authorize the Purchasing Agent to issue Purchase Orders for invoices received for goods/services rendered that do not exceed the Board of Supervisor's approved amount; and
- 5. Direct the Clerk of the Board to retain one (1) copy and return two (2) copies of the agreements to the Housing and Workforce Solutions for distribution.

ACTION:Policy

Train Wind Direct Caroball 6/23/2024

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 Gutierrez

Nays:

None

Absent: Date: None July 9, 2024

XC:

HWS/WDD, Recorder

3.13

Kimberly A. Rector Clerk of the Board

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$150,000	\$100,000	\$300,000	\$0
NET COUNTY COST	\$ 0	\$0	\$ 0	\$0
SOURCE OF FUNDS: 100% ARPA Funds			Budget Adjustment: No	
			For Fiscal Y	ear: 23/24-25/26

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. On March 11, 2021, President Biden signed into law a \$1.9 trillion economic stimulus bill also known as the COVID-19 Stimulus Package or the American Rescue Plan Act (ARPA). ARPA includes \$263 billion in Coronavirus State and Local Fiscal Recovery Funds for the eligible state, local, territorial, and tribal governments. Specifically, ARPA provides \$130 billion in local funding for cities and counties. Of these funds, \$64 billion is allocated for counties based on the county's population.

On October 4, 2022 (Minute Order 3.44), the Board of Supervisors approved the distribution of the second installment of the ARPA allocation. On July 18, 2023 (Minute Order 3.2), the Board of Supervisors approved the allocation of \$15 million from the second allocation of ARPA funding to be distributed within the third Supervisorial District for multiple projects; of this funding allocation a total of \$300,000 was for the implementation and expansion of the Hiring our Heroes program.

Program Overview

Riverside County Housing and Workforce Solutions, Workforce Development Division (HWS/WDD) proposes to partner with the Murrieta Chamber of Commerce to implement the Hiring our Heroes (HOH) program within the third supervisorial district. HOH is a national effort led by the U.S. Chamber of Commerce Foundation, a non-profit organization, aimed at assisting veterans, transitioning service members, and military family's ability to find employment.

The partnership between HWS/WDD and the Murrieta Chamber of Commerce will assist in the recruitment and training of a full-time HOH Program Manager, specifically dedicated to the HOH program. This position will ensure the continued expansion of the local *Fellowship Program* and aims to provide eligible participants with networking, professional training, and practical experience to transition to civilian workforce. Additionally, the Program Manager will work with HWS/WDD to establish, *Career Connector*, a localized network of employers interested in hiring from a pool of military-affiliated individuals. Once created the network will serve as the primary point of contact for eligible participants at HOH events or applying for HOH programs. *Career Connector* will offer personalized referrals to job opportunities based on candidate interests, skills, and experience. Clear communication strategies will be established, and a detailed plan will be developed to ensure effective outreach.

HWS/WDD and the Murrieta Chamber of Commerce will also identify and participate in cross training opportunities with the U.S. Chamber of Commerce Foundation to enhance their understanding of policies, procedures, and automation systems directly impacting veterans, transitioning service members, and military families. They will also coordinate referral, outreach,

and service activities between their respective organizations and partner staff. In addition, they will collaborate with existing partnerships and community-based organizations, to facilitate mentoring connections for jobseekers to ensure alignment with local *Fellowship Program* requirements, timelines, and ongoing HOH objectives following the completion of the programs initial term.

Program Scope

The collaboration between HWS/WDD and the Murietta Chamber of Commerce aims to directly bridge the gap between veterans, transitioning service members, and military families. The HOH program will enable eligible participants to gain direct access to employers and employment resources needed to prepare, train, and upskill, in order to enter the civilian workforce. HWS/WDD will provide experienced career counseling, vocational training, supportive services, as needed, to directly connect service members into employment. This partnership will be designed to create a multilateral cohesive employment pipeline that matches participants, employers, and resources from public, private, and nonprofit sectors.

HWS/WDD and the Murrieta Chamber will implement the HOH program to facilitate the transition of veterans, transitioning services members, and military families, with local employers committed to hiring them. HWS/WDD and the Murietta Chamber will jointly develop a Strategic Communications Plan aimed at creating a cohesive communications strategy highlighting local job opportunities, using an extensive nationwide network of social media and online outreach platforms. Additionally, HWS/WDD and the Murietta Chamber will prioritize the establishment of physical and virtual Hiring our Heroes events to highlight employment opportunities available throughout Riverside County as well as provide them with networking, professional training, and hands-on experience in the civilian workforce. HOH Partners will focus on assisting a minimum of one hundred (100) veterans, transitioning service members, or military families through the HOH program. Following the initial HOH program term between June 1, 2024, and December 31, 2026, HWS/WDD and the Murrieta Chamber intend for the HOH program to become a long-standing partnership that continuously provides the resources needed to address the wide range of socioeconomic barriers faced by veterans, transitioning service members, and military families in the third district and throughout Riverside County.

The proposed HOH program was reviewed and determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to state CEQA Guidelines Section 15061(b)(3), Common Sense, General Rule Exemption. The project relates to the provision of workforce services and employment and training activities for Riverside County adults and employers. 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 administrative impacts.

Impact on Residents and Businesses

Approving the HOH program will serve a transformative role eliminating employment barriers for local veterans, transitioning services members, and military families. It is anticipated that this program will strengthen employment opportunities for these individuals who at times struggle to re-enter today's civilian workforce. Local businesses will gain the opportunities to address labor shortages while building a stronger military centered workforce. At the same time, residents in the service area will benefit as local businesses recover, ultimately experiencing a revitalized local economy.

Contract History and Price Reasonableness

There are no prior actions related to this item. Total program funding is for \$300,000 provided solely from the American Rescue Plan Act funds (ARPA) for implementation of the HOH program within supervisorial district 3 from June 1, 2024, through December 31, 2026. The overall price of the HOH program is a direct reflection of the contract between the Murrieta Chamber of Commerce and the U.S. Chamber of Commerce Foundation for implementation of this program. The Murrieta Chamber of Commerce is a centrally located chamber of commerce within the targeted service area for the HOH program. The Chamber provides a unique and expansive network of local employers that are willing and able to participate in the HOH program. In addition, the Murietta Chamber possesses experienced staff that have previously worked with HWS/WDD and the U.S. Chamber of Commerce Foundation that are able to provide direct employment assistance to veterans, transitioning services members, and military families throughout supervisorial district 3. Additional scope of work is attached. Their partnership will establish long standing employment network to facilitate referrals of HWS/WDD participants and other individuals in the service area. Funding will be provided solely for services rendered, products provided, and expenses incurred, as a direct result of program implementation efforts by Murrieta Chamber of Commerce.

Additional Fiscal Information

The full cost of this project is \$300,000. The funding source is strictly provided by American Rescue Plan Act funds (ARPA).

Budget Description	Budget Amount
Murietta Chamber and HOH Partner Program Expenses: Allocated amount for direct HOH program expense costs including, but not limited to, staffing, outreach, hiring event coordination, travel, administrative, legal, etc.	not to exceed 250,000.00
Murrieta Chamber of Commerce Administration and Program Oversight: Allocated amount for the Murrieta Chamber of Commerce including, but not limited to, staffing costs, administration, travel, marketing, etc. for HOH Program.	not to exceed \$50,000.00
TOTAL	\$300,000.00

Attachments

- The Hiring Our Heroes Program (District 3) Services Agreement (Agreement) with the Murrieta Chamber of Commerce
- Quote Letter from the Murrieta Chamber of Commerce
- Single Source Justification
- CEQA Notice of Exemption

6/26/2024 Brianna Lontajo, Principal Manage nent Analyst

HIRING OUR HEROES PROGRAM (DISTRICT 3) SERVICE AGREEMENT

Between

COUNTY OF RIVERSIDE

and

MURRIETTA CHAMBER OF COMMERCE

dba MURRIETA/WILDOMAR CHAMBER OF COMMERCE



TABLE OF CONTENTS

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

This Professional Service Agreement for the Hiring Our Heroes Program ("Agreement"), is made and entered into effective the <u>lst</u> day of June 2024, by and between Murrieta Chamber of Commerce, a California nonprofit, mutual benefit corporation, dba Murrieta/Wildomar Chamber of Commerce, (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 (HWS), WORKFORCE DEVELOPMENT DIVISION (WDD), (herein referred to as the "COUNTY").

RECITALS

WHEREAS, The COUNTY has received funding from the American Rescue Plan Act as a result of the COVID-19 pandemic in stimulus packages of 2021 to 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, on July 18, 2023 (Minute Order 3.2), the Board of Supervisors approved the Hiring Our Heroes Program setting aside three hundred thousand (\$300,000) to implement the Hiring Our Heroes Program.

WHEREAS, in connection with the State of California to administer American Rescue Plan Act (ARPA) funded programs, the COUNTY will enter into a Professional Service Agreement on June 1, 2024 with CONTRACTOR based on Single Source Justification to implement program and provide services for the Hiring Our Heroes Program; 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 implement the Hiring Our Heroes Program and provide services through Riverside County Supervisorial District 3 as outlined and specified in the Scope of Services attached hereto and incorporated herein as Exhibit A, and the Payment Provisions and Budget Breakdown 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

2.1 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, Payment Provisions and Budget Breakdown, as such services are necessary for the implementation and execution of the Hiring Our Heroes program. This Agreement shall commence effective June 1, 2024, and continues in effect through December 31, 2026, 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. <u>Compensation</u>

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 Payment Provisions set forth in Exhibit B. Maximum payments by COUNTY to CONTRACTOR shall not exceed three hundred thousand dollars, (\$300,000) 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.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within thirty (30) days upon execution of this agreement, 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. Prepare 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. <u>Inspection of Service; Quality Control/Assurance</u>

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. <u>Independent Contractor/Employment Eligibility</u>

- 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. <u>Licensing and Permits</u>

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

COLUMN OF DIVERGINE

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:

CONTRACTOR

COUNTY OF RIVERSIDE	<u>CONTRACTOR</u>
WORKFORCE DEVELOPMENT DIVISION	MURRIETA CHAMBER OF COMMERCE
ATTN: STEPHANIE ADAMS,	dba MURRIETA/WILDOMAR CHAMBER
DEPUTY DIRECTOR OF WDD	OF COMMERCE
1325 SPRUCE ST. SUITE 400	ATTN: PATRICK ELLIS,
RIVERSIDE, CA 92507	PRESIDENT, AND CEO
	26442 BECKMAN CT.
	MURRIETA, CA 92562

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.

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 Country'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

Chuck Washington

Chair, Board of Supervisors

Dated: 7/09/2024

CONTRACTOR:

MURRIETTA CHAMBER OF COMMERCE, dba MURRIETTA/WILDOMAR CHAMBER OF COMMERCE, a California nonprofit, mutual benefit corporation

By:_

Patrick Ellis

President and CEO

Dated: 06/26/2024

ATTEST:

By: /////// Kimberly Rector

Clerk of the Board

Dated:

APPROVED AS TO FORM:

MINH C. TRAN
County Counsel

By:

Paula S. Salcido

Deputy County Counsel

Dated:

7/2/2024

EXHIBIT A DESCRIPTION & SCOPE OF SERVICES

A. Contractor shall provide the following Services/Scope of Work including, but not limited to:

- 1. In coordination with Hiring Our Heroes (HOH) partner, CONTRACTOR will conduct outreach and identify veterans, transitioning service members, and military families eligible for the HOH program throughout supervisorial district 3.
- 2. In collaboration with HOH partner, CONTRACTOR will use all reasonable endeavors to provide referrals and warm handoff of participants to alternative service providers including COUNTY, state and federal agencies, or non-profits dependent on participant needs. This will include but is not limited to; [Employment Development Department, Veteran Affairs, Department of Public Social Services, Social Security, and Department of Rehabilitation, etc.]
- 3. CONTRACTOR will ensure that all marketing and outreach materials is reviewed and approved by COUNTY prior distributing information to employers or program participants.
- 4. In coordination with HOH partner, CONTRACTOR will use all reasonable endeavors to reach a minimum of one hundred (100) eligible participants through the Hiring Our Heroes program between June 1, 2024, and December 31, 2026.
- 5. In coordination with HOH partner, CONTRACTOR will use all reasonable endeavors to conduct a minimum of two (2) hiring or resource fairs for the Hiring Our Heroes program between June 1, 2024, and December 31, 2026.
- 6. CONTRACTOR agrees to work with COUNTY, HOH partner, and all other applicable partners to develop, implement and ensure seamless, effective, and efficient outcomes for the Hiring Our Heroes program.
- 7. In coordination with COUNTY, CONTRACTOR will use all reasonable endeavors in matching eligible participants to direct employment resources and opportunities.
- 8. In coordination with CONTRACTOR, COUNTY will ensure any referred eligible participants will also be assigned to an individual career counselor who will assist the participant in becoming employment ready as well as provide on-going support to ensure participant can retain employment.

EXHIBIT B PAYMENT PROVISIONS AND BUDGET BREAKDOWN

I. Payment Provisions

- COUNTY agrees to reimburse CONTRACTOR based on a pay-for-performance model during
 Period of Performance as defined in Paragraph 2.1. The COUNTY shall pay the CONTRACTOR for
 services performed, products provided, and expenses incurred as outlined in Exhibit A Scope of
 Work.
- 2. COUNTY agrees to pay CONTRACTOR a maximum of twenty-five percent of program budget, in an amount not to exceed seventy-five thousand dollars (\$75,000). To begin implementation of program and cover initial expenses as determined by CONTRACTOR.
- 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, CONTRACTOR agrees to include as applicable: services performed, products provided, expenses, and other outlined expenses per line item as defined in Exhibit B Section II.
- CONTRACTOR understands that COUNTY can submit requests for additional supporting
 information for invoices with formal notice given to CONTRACTOR of at least 10 business days.
- 5. CONTRACTOR must ensure scope of work and performance metrics, as defined in Exhibit A, are fully executed within the allotted program compensation amount as defined in Paragraph 3.1 and outlined in Exhibit B, Section II of this agreement.
- 6. CONTRACTOR understands that budgeting and expenditure of program funds must be conducted on a timely basis at <u>least 1 month prior</u> to grant term completion unless formal notice of program extension is presented by the COUNTY.
- 7. CONTRACTOR understand that COUNTY can make additional requests or modifications as necessary for program implementation with formal notice given to CONTRACTOR of at least 10 business days. Information may include but not in not limited to; budget modifications, marketing information, supplemental data collection, supplemental documents, supplemental reports, supplemental invoice information.

II. Budget Breakdown:

Budget Description	Budget Amount
Murietta Chamber and HOH Partner Program Expenses: Allocated amount for direct HOH program expenses costs including but not limited to staffing, outreach, hiring event coordination, travel (per County Board of Supervisors' Policy D-1), administrative, legal, etc. provided by United States Chamber of Commerce Foundation (HOH Partner).	\$250,00.00 not to exceed
Murrieta Chamber of Commerce Administration and Program Oversight: Allocated amount for the Murrieta Chamber of Commerce including but not limited to staffing costs, administration, travel, marketing, etc. for HOH Program.	\$50,000.00 not to exceed
TOTAL	\$300,000.00

EXHIBIT C INVOICE FORM TO BE PROVIDED ON LETTERHEAD

SAMPLE

XXXXXXXX Name:						
Mailing/Remittance Address:						
Invoice Number:						
	Payment Request for S	Services Rendered				
Date	Deliverable	Cost				
	Total for this Invoice:	S				

NOTICE OF EXEMPTION

Date: May 21,2024

Project Name: Hiring Our Heroes

Project Number: Minute Traq #25041

Project Location: Riverside County (District 3)

Description of Project: Summary

The COVID-19 pandemic and the corresponding economic crisis have undermined the health and economic wellbeing of American Workers. On March 11, 2021, President Biden signed into law a \$1.9 trillion economic stimulus bill also known as the COVID-19 Stimulus Package or the American Rescue Plan Act (ARPA). ARPA includes \$263 billion in Coronavirus State and Local Fiscal Recovery Funds for the eligible state, local, territorial, and tribal governments. Specifically, ARPA provides \$130 billion in local funding for cities and counties. Of these funds, \$64 billion is allocated for counties based on the county's population.

On October 4, 2022 (Minute Order 3.44), the Board of Supervisors approved the distribution of the second installment of the ARPA allocation. On July 18, 2023 (Minute Order 3.2), the Board of Supervisors approved the allocation of \$15 million from the second allocation of ARPA funding to be distributed within the third Supervisorial District for multiple projects; of this funding allocation a total of \$300,000 was for the implementation and expansion of the Hiring our Heroes program within the third supervisorial district.

Program Overview

Riverside County Housing and Workforce Solutions, Workforce Development Division (HWS/WDD) proposes to partner with the Murrieta Chamber of Commerce to implement the Hiring our Heroes (HOH) program within the third supervisorial district. HOH is a national effort led by the U.S. Chamber of Commerce Foundation, a non-profit organization, aimed at assisting veterans, transitioning service members, and military family's ability to find employment.

The partnership between HWS/WDD and the Murrieta Chamber of Commerce will assist in the recruitment and training of a full-time HOH Program Manager, specifically dedicated to the HOH program throughout the third Supervisorial district. This position will ensure the continued expansion of the local *Fellowship Program* and aims to provide eligible participants with networking, professional training, and practical experience to transition to civilian workforce. Additionally, the Program Manager will work with HWS/WDD to establish, *Career Connector*, a localized network of employers interested in hiring from a pool of military-affiliated individuals. Once created the network will serve as the primary point of contact for eligible participants at HOH events or applying for HOH programs. *Career Connector* will offer personalized referrals to job opportunities based on candidate interests, skills, and experience. Clear communication strategies will be established, and a detailed plan will be developed to ensure effective outreach.

Additionally, HWS/WDD and the Murrieta Chamber of Commerce will identify and participate in cross training opportunities with the U.S Chamber of Commerce Foundation

to enhance their understanding of policies, procedures, and automation systems directly impacting veterans, transitioning service members, and military families. They will also coordinate referral, outreach, and service activities between their respective organizations and partner staff. In addition, they will collaborate with existing partnerships and community-based organizations, to facilitate mentoring connections for jobseekers to ensure alignment with local *Fellowship Program* requirements, timelines, and ongoing HOH objectives following the completion of the programs initial term.

Program Scope

The collaboration between HWS/WDD and the Murietta Chamber of Commerce aims to directly bridge the gap between veterans, transitioning service members, and military families. The HOH program will enable eligible participants to gain direct access to employers and employment resources needed to prepare, train, and upskill, in order to enter the civilian workforce. HWS/WDD will provide experienced career counseling, vocational training, supportive services, as needed, to compliment the direct employer connections provided through the Murietta Chamber. This partnership will be designed to create a multilateral cohesive employment pipeline that matches participants, employers, and resources from public, private, and nonprofit sectors.

HWS/WDD and the Murrieta Chamber will implement the HOH program to facilitate the transition of veterans, transitioning services members, and military families, with local employers committed to hiring them. HWS/WDD and the Murietta Chamber will jointly develop a Strategic Communications Plan aimed at creating a cohesive communications strategy highlighting local job opportunities, using an extensive nationwide network of social media and online outreach platforms. Additionally, HWS/WDD and the Murietta Chamber will prioritize the establishment of physical and virtual Hiring our Heroes events to highlight employment opportunities available throughout Riverside County as well as provide them with networking, professional training, and hands-on experience in the civilian workforce. HOH Partners will focus on assisting a minimum of one hundred (100) veterans, transitioning service members, or military families through the HOH program. Following the initial HOH program term between June 1, 2024 and December 31, 2026, HWS/WDD and the Murrieta Chamber intend for the HOH program to become a longstanding partnership that continuously provides the resources needed to address the wide range of socioeconomic barriers faced by veterans, transitioning service members, and military families in the third district of and throughout Riverside County.

The proposed HOH program was reviewed and determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to state CEQA Guidelines Section 15061(b)(3), Common Sense, General Rule Exemption. The project relates to the provision of workforce services and employment and training activities for Riverside County adults and employers. 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 administrative impacts.

The HOH 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 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 veterans, transitioning services members, and military families 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 HOH program are services provided by the HWS/WDD through the American Rescue Plan Act (ARPA).

The HOH 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: <u>Manuallem</u>
Stephanie Adams, Deputy Director

Date: 5/21/24

RIVERSIDE COUNTY CLERK & RECORDER

AUTHORIZATION TO BILL BY JOURNAL VOUCHER

Project Name: Hiring Our Heroes Program

Accounting String: 21550-5500400000-537080

DATE: May 21, 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: Attphanic all m

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: May 21, 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 Hiring Our Heroes Program for Program Year 2024/26

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

wreb: www.rivacworkforce.com

phone: 951-955-3100

fax: 951-955-3131







		RECEIPT NUM	BFR.
		1	
		STATE CLEAR	NGHOUSE NUMBER (If applicable)
SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEAR	n v		
LEAD AGENCY	LEADAGENCY EMAIL		DATE
RIVERSIDE COUNTY HOUSING AND WORKFO	RCE JCRAMIREZ@RIVCO	O.ORF	
COUNTY/STATE AGENCY OF FILING		***************************************	DOCUMENT NUMBER
RIVERSIDE			
PROJECT TITLE			
HIRING OUR HEROES PROGRAM			
PROJECT APPLICANT NAME	PROJECT APPLICANT E	MAIL	PHONE NUMBER
JORGE CARDENAS	JCRAMIREZ@RIVCO.	ORG	(951) 955-0452
PROJECT APPLICANT ADDRESS	CITY	STATE	ZIP CODE
1325 SPRUCE ST ,	RIVERSIDE	CA	92507
PROJECT APPLICANT (Check appropriate box)			And the second of the second o
X Local Public Agency School District	Other Special District	State Ag	gency Private Entity
CHECK APPLICABLE FEES:			
☐ Environmental Impact Report (EIR)			
☐ Mitigated/Negative Declaration (MND)(ND)			
Certified Regulatory Program (CRP) document - payment	t due directly to CDFVV	\$1,377.25 \$	
Exempt from fee			
Notice of Exemption (attach)			
CDFW No Effect Determination (attach)			
☐ Fee previously paid (attach previously issued cash receip	ot copy)		
☐ Water Right Application or Petition Fee (State Water Rese	ources Control Board only)	\$850.00 \$	
County documentary handling fee		\$	
☐ Other		\$	
PAYMENT METHOD:			#0.00
☐ Cash ☐ Credit ☐ Check ☐ Other	TOTAL F	RECEIVED \$	\$0.00
SIGNATURE	AGENCY OF FILING PRINTED N	AME AND TITLE	
X	Deputy		





Order Details

Your order has been submitted.

Order #: ssr3301s18

Date: May 21, 2024

Name: Jorge Cardenas

Orders/Requests are valid for 120 days

For Corrent Office Hours and Locations Click Here

For FBN Customers:

- Once the application is complete you will get an order number also called the SST number. Please keep that number for your record.
- your records.

 Once it has been reviewed by our office, we will contact you by phone or enails, know when your order is complete or to resolve any insues.
- Once all is completed a certified copy of your statement will be sent to you in regular mail.

For Marriage

Customers:

 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:

 Scan and email the notice with your Order number as the subject to CEGAPtocessing Casactistee.com

Order Complete

Click here to return Home

Home

Thank you for your order.

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

Environmental Filing \$50.00 HIRING QUR HEROES PROGRAM



Date: Monday, June 24, 2024 From: (Heidi Marshall, Director of HWS) To: Purchasing Agent Via: Jorge Cardenas 951-955-0452 Subject: Request for Hiring Our Heroes Program The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services. Single Source
 Source
 Single Source
 ☐ Sole Source Supporting Documents: indicate which are included in the request from the list below. Supplier Quote Supplier Sole Source Letter H-11 approved by RCIT/TSOC Final draft Form 11 Grant Agreement Other:

 Requested Supplier Name: Murrieta Chamber of Commerce dba Murrieta/Wildomar Chamber of Commerce Supplier ID: 0000040237

a. Describe the goods/service being requested:

The Murietta Chamber of Commerce (MCC) is being utilized to expand and implement the Hiring Our Heroes (HOH) program throughout Supervisorial District 3. The HOH program has a unique program focus that will establish a framework for formal delivery, expansion, and collaboration on regionally tailored hiring events, programs, and solutions in the region. MCC will be procured to serve as the HOH program lead and provide direct support to a minimum of 100 veterans, transitioning service members, and military families in their pursuit of meaningful careers within the third Supervisorial district. The HOH program is anticipated to be in effect between June 1, 2024, through December 31, 2026.

b. Explain the unique features of the goods/services being requested from this supplier:

The MCC currently operates as the largest and most central chamber of commerce located within District 3. The HOH program requires direct coordination with regionally centered employers willing to employ and present veterans, transitioning



service members, and military families with employment opportunities. Entering in contract with MCC will allow for the Housing and Workforce Solutions/Workforce Development Division (HWS/WDD) to receive the best possible value, as resources and connections in this region are already participating with the Chamber. Additionally, MCC provides a unique employer centered relationship that will compliment HWS/WDD ability to recruit and find employment for HOH participants.

c. What are the operational benefits to your department?

MCC is uniquely qualified to implement the HOH as they possess the community resources, linkages, and rapport necessary to execute the full range of services desired by HWS/WDD for the HOH program lead. Utilizing MCC will allow HWS/WDD to serve the maximum number of employers throughout District 3 interested in participating in the HOH program. This will allow for HWS/WDD to save on staffing costs, onboarding costs, and other expenses that otherwise would delay program implementation and require establishing these connections from scratch. MCC will provide their unique resources which have been established to directly assist veterans, transitioning service members, and military families in their pursuit of meaningful careers. Additionally, this procurement will allow HWS/WDD to focus on leveraging Workforce Innovation and Opportunity Act (WIOA) resources to provide complementary employment and vocational training assistance to this population.

d. Provide details on any cost benefits/discounts.

While there is not discounted pricing offered to HWS/WDD the price effective as it will ensure that no programmatic funding is expended on utilizing a partner that cannot fulfill the full scope of work necessary to implement the HOH program. A total of \$300,000 dollars has been allocated to this program. Year 1 allocations total \$150,000 for services including hiring of dedicated staff, outreach events, recruitment, and referrals. Year 2 expenses total \$100,000 for on going program efforts, staffing, and outreach. Year 3 expenses total \$50,000 for remaining program coordination and management. The overall price of the HOH program is a direct reflection of the contract between the Murrieta Chamber of Commerce and the U.S Chamber of Commerce Foundation for implementation of this program. The awarded amount is for a maximum of \$300,000 necessary to implement the central objective of the HOH program. Funding is solely provided from the American Rescue Plan Act and is part of the 2nd allocation of the Riverside County Allocated ARPA funds.

2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?



RCE	☐ Yes		⊠ No					
	a. If yes, ple	ase explair –	n why you	are reque	esting to	utilize an	SSJ pro	ocess?
3.	Has your departments single or sole source request provide the reviews	st for this Su	pplier for th	ne goods/se	rvice requ			
	☐ Yes s	SSJ#] No gregate amo	ount? <u>30</u>	0,000	_	
4.	Identify all costs for If review is for mult					<i>r</i> :		
	Description:	FY <u>23/24</u>	FY <u>24/25</u>	FY <u>25/26</u>		Total		
	One-going Costs: The Hiring Our Heroes Program	150,000	100,000	50,000		300,000		
	Other Costs:							
	Total Costs Note: Insert additional	al rows as need	ded					
5.	Period of Performa Ratify Start Date (if						126	
	Initial Term Start D	ate: <u>Jun</u>	e 1, 2024	End Dat	te: <u>De</u>	cember 31,	2026	-4
	Number of renewal renew four addition				ions: (i.e.,	one year w	ith an op	otion to
	Aggregate Term/Er	nd Date:	June 1, 202	24, through	Decembe	r 31,2026		
6.	Projected Board of	Supervisor	Date (if app	olicable):	July 9	, 2024		



By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

Heidi Marshall	Hereof	Ilp	6-24-24	
Print Name	Department Head Signature (Executive Level Designee)		Date	
PCS Reviewed:	•••••		••••••	
Pearl Rodriguez	Poarl	Rodriguez	6/25/24	
Print Name	Sign	Pearl Rodriguez Signature		
Note: Once signed by the Departme completed SSJ form with supporting PCS. Please reach out to your assign	documents to pso	lesource@rivco.org	*	
The section below is to be	completed by the	Purchasing Agent	or designee.	
Purchasing Department Review a	and Comments:			
Not to exceed:				
One-time \$				
☐ Annual Amounts	reflected in complet	ted chart for Questio	n #4	
Total Cost \$				
	nt \$ <u>300,000</u>			
Melissa Curtis	6/25/2024	24-284		
Purchasing Agent Signature	Date	Tracking	Number	



Executive Committee

Daneen Ashworth

Compass HR

Chairwoman of the Board

Jay Diallo

First Community Capital, Inc.

1st Vice Chair

Nicole Albrecht

Elite Tax Partners

Treasurer

Sandy Word

Which Wich Superior Sandwiches

Secretary

Derric Gonzalez

Altura Credit Union

Director

Directors

Eddie Binder

BridgittEvents

Amy Blackwell

State Farm Insurance

Tracy Bouvet

The Mill Restaurant/ The Bouvet Group

Danielle Coats

Rancho Water

Lisa DeWitt

Corner Escrow

Benjamin Diederich

Law Office of Benjamin Diederich

Jeremy Goldman

Southern California Edison

James Hicken

Legacy Bank

Chris Keyson

8bit Brewing Company

Rene Tovar, MSN, RN

Loma Linda University Medical Center

Alistair Machoka

Southwest Healthcare System

Brandon Moore

Mt. San Jacinto College

Andrea Shoup

Shoup Legal, A Professional Law Corp.

Terrance Tucker

Serve 1st Sports Marketing

Patrick Ellis

President/CEO

Dear County of Riverside,

Please consider this correspondence as a formal quote for services provided by the Murrieta Chamber of Commerce for the implementation of the Hiring Our Heroes Program. The Murrieta Chamber of Commerce will work in conjunction with the U.S. Chamber of Commerce Foundation to provide direct employment services to veterans, transitioning services members, and military families within supervisorial district 3. We are pleased to offer these services to Riverside County for a total of \$300,000 to ensure full implementation and executed of programmatic services, staff salaries, marketing and outreach, and other services as outline in scope of work of contract.

Thank You,

Patrick Ellis President/CEO