

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



ITEM: 3.47
(ID # 25147)

MEETING DATE:
Tuesday, November 05, 2024

FROM : HOUSING AND WORKFORCE SOLUTIONS


SUBJECT: HOUSING AND WORKFORCE SOLUTIONS/WORKFORCE DEVELOPMENT DIVISION (HWS/WDD): Ratify and Approve the Career Technical Education (CTE) Program Service Agreement with Mt. San Jacinto Community College District, a California public community college district for the implementation of the Career Technical Education Program; without seeking competitive bids from July 1, 2024 through December 31, 2026; District 3. [\$2,500,000- 100% American Rescue Plan Act] (CEQA Exempt)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Obligation of \$2,500,000 in Third District American Rescue Plan Act (ARPA) Funding for the Career Technical Education (CTE) Program;

Continued on Page 2

ACTION:Policy


Heidi Marshall, Director 7/9/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Gutierrez 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: November 5, 2024
xc: HWS/WDD

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

2. Ratify and Approve the Career Technical Education (CTE) Program Services Agreement with the Mt. San Jacinto Community College District (MSJCCD) for the implementation of the CTE program; without seeking competitive bids from July 1, 2024, through December 31, 2026, for the total amount of \$2,500,000, and authorize the Chair of the Board to execute three (3) copies of the same on behalf of the County;
3. 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: (a) sign amendments that exercise the options of the Agreement, including modifications of the statement of work that stay within the intent of the Agreement; and (b) issue Purchase Orders for the goods and/or services that do not exceed the approved amounts;
3. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3);
4. Direct Housing and Workforce Solutions/Workforce Development Division staff to file the Notice of Exemption with the County Clerk and the State Clearinghouse at the Office of Planning and Research (OPR) within five (5) business days of approval; 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.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$1,500,000	\$1,000,000	\$2,500,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% ARPA Funds			Budget Adjustment: No	
			For Fiscal Year: 24/25-25/26	

C.E.O. Recommendation: Approve

BACKGROUND:

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

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allocation a total of \$2,500,000 was for the implementation and expansion of the Career Technical Education Program within the third supervisorial district.

Program Overview

Riverside County Housing and Workforce Solutions/Workforce Development Division (HWS/WDD) proposes to partner with Mt. San Jacinto Community College District (MSJCCD) to implement the Career Technical Education (CTE) Program within the third supervisorial district.

MSJCCD is a comprehensive community college that is one of California's 116 community colleges. MSJCCD serves over 26,000 students annually across a 1,700-square-mile area from the San Geronio Pass to Temecula. They serve students throughout this region from the San Jacinto, Menifee Valley, Temecula Valley and San Geronio Pass campuses, and other off-site locations.

The partnership between HWS/WDD and MSJCCD will enable MSJCCD to begin the implementation of the CTE program throughout the region and offer a unique curriculum that compliments and expands on existing K-16 programs already established in the region. CTE will offer rigorous and enriching educational opportunities in an equitable and inclusive environment that fosters growth and equal access throughout MSJCCD's district. Following establishment of CTE, MSJCCD and HWS/WDD will work to expand partnerships with K-12 districts to create an articulated curriculum that meets the state's high school graduation requirements and qualifies for college credits that can be applied towards an associate or bachelor's degree in order to empower riverside county residents to achieve their career goals.

Program Scope

The partnership between HWS/WDD and MSJCCD will prioritize supporting and expanding career and technical education curriculum in the identified areas below.

1. Digital Media
2. Nursing
3. Medical Lab Technician/Medical Assisting
4. Diagnostic Medical Sonography
5. Radiology Technologist
6. Psychiatric Technician/Certified Nursing Assistant
7. Emergency Medical Technician/Paramedic

Additionally, HWS/WDD will prioritize facilitating employer connections to CTE participants and ensure continuous workforce development resources are provided as needed. MSJCCD's central focus will be to empower CTE participants by offsetting the CTE programmatic expenses associated with unit fees, books, and supplies along with access to transportation and other basic needs vital to their successful completion of a degree or certificate. Scholarships/stipends will also support students participating in intern and/or apprentice opportunities identified by areas of study and region needs. HWS/WDD and MSJCCD will combine efforts to outreach and market this program through the region and ensure that employers, educators, and residents understand the resources introduced under CTE.

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The term of the agreement is from July 1, 2024, through December 31, 2026, HWS/WDD and the MSJCCD intend for CTE to become an established curriculum that continuously provides a direct training path for residents interested in CTE professions. CTE will provide faculty, licensing and curriculum, new equipment, and technologies to support equal opportunity access to individuals throughout MSJCCD's district. These improvements and additions will be instrumental to HWS/WDD and MSJCCD continued commitment to provide the residents, employers, and region with a resilient workforce that meets the emerging needs.

The proposed CTE 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 CTE will serve a transformative role eliminating employment and career advancement barriers for residents, college students, and high school graduates. It is anticipated that this program will strengthen educational opportunities for individuals specifically interested in advancing in curriculum and careers related to CTE. Local businesses will gain the opportunities to address labor shortages while building a strong 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 \$2,500,000 provided solely from American Rescue Plant Act funds (ARPA) for the implementation of the CTE program within supervisorial district 3 from July 1, 2024, through December 31, 2026.

The overall price of the CTE program is a direct reflection of the contract between MSJCCD and HWS/WDD for costs necessary to ensure implementation and execution of program outcomes.

MSJCCD possesses a centrally located campus, unique curriculum capabilities, educational resources, and experienced staff that will prove vital to the successful launch of the CTE program.

HWS/WDD did not seek competitive bids as the selected vendor already has existing infrastructure, a facility centrally located to project area, and experienced staff necessary to implement the CTE program. Seeking competitive bids would have resulted in HWS/WDD incurring higher expenses on areas like infrastructure, staff, and similar curriculum that MSJCCD already has established. Selecting MSJCCD will allow for HWS/WDD to use their existing assets, knowledge, and experience to implement the CTE program effectively and at a reasonable cost.

Funding will be provided solely for services rendered, products provided, and expenses incurred, as a direct result of program implementation efforts by MSJCCD.

Additional Fiscal Information

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The full cost of this project is \$2,500,000. The funding source is strictly provided by American Recovery Plan Act funds (ARPA).

CTE BUDGET	COSTS
Administrative Costs	\$170,000
Student Support	\$500,000
Licensing/Curriculum Fees	\$277,000
Faculty/Consulting	\$198,000
Marketing	\$40,000
Program and Equipment Costs	\$1,315,000
TOTAL	\$2,500,000

Attachments

- Professional Services Agreement with Mt. San Jacinto Community College District for the implementation of the Career Technical Education Program
- Single Source Justification
- Quote Letter from Mt. San Jacinto Community College District
- CEQA Notice of Exemption



Meghan Hahn, Director of Procurement

10/30/2024



Brianna Lontajo, Principal Management Analyst

10/31/2024



Aaron Gettis, Chief of Deputy County Counsel

10/31/2024

NOTICE OF EXEMPTION

Date: July 8 ,2024

Project Name: Career Technical Education Program

Project Number: Minute Traq #25147

Project Location: Riverside County (District 3)

Description of Project: 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 \$2,500,000 was for the implementation and expansion of the Career Technical Education Program within the third supervisorial district.

Program Overview

Riverside County Housing and Workforce Solutions, Workforce Development Division (HWS/WDD) proposes to partner with Mt. San Jacinto College Foundation (MSJCF) to implement the Career Technical Education Program (CTE) within the third supervisorial district. MSJCF is a nonprofit, tax-exempt 501(c)3 corporation with a mission to enhance the quality of Mt. San Jacinto College (MSJC) initiatives and programs by securing public and private funding to reduce barriers for student. MSJFC provides direct financial assistance to support student success and MSJC initiatives. It provides scholarships and mini grants to MSJC students and faculty and offers assistance through programs such as the Pledge for Success with funds raised from the private and public sectors.

MSJC is a comprehensive community college that is one of California's 116 community colleges. MSJC serves over 26,000 students annually across a 1,700-square-mile area from the San Gorgonio Pass to Temecula. They serve students throughout this region from the San Jacinto, Menifee Valley, Temecula Valley and San Gorgonio Pass campuses, and other off-site locations.

The partnership between HWS/WDD and the MSJCF will enable MSJC to begin the implementation of CTE throughout the region and offer a unique curriculum that compliments and expands on existing K-16 programs already established in the region. CTE will offer rigorous and enriching educational opportunities in an equitable and inclusive environment that fosters growth and equal access throughout MSJC's district. Following establishment of CTE, MSJCF and HWS/WDD will work to expand partnerships with K-12 districts to create an articulated curriculum that meets the state's high school

graduation requirements and qualifies for college credits that can be applied towards an associate or bachelor's degree in order to empower riverside county residents to achieve their career goals.

Program Scope

The partnership between HWS/WDD and MSJCF will prioritize supporting and expanding current career and technical education curriculum in the identified areas below.

1. Medical Laboratory Technician and Medical Assistance: August 2024 (Fall)
2. Cyber Security: January 2025 (Spring)
3. Advanced Manufacturing: January 2026 (Spring)
4. Utilities: August 2024 (Fall) and January 2026 (Spring)

Additionally, HWS/WDD will prioritize facilitating employer connections to CTE participants and ensure continuous workforce development resources are provided as needed. MSJCF's central focus will be to empower CTE participants by offsetting the CTE programmatic expenses associated with unit fees, books, and supplies along with access to transportation and other basic needs vital to their successful completion of a degree or certificate. Scholarships/stipends will also support students participating in intern and/or apprentice opportunities identified by areas of study and region needs. HWS/WDD and MSJCF will combine efforts to outreach and market this program through the region and ensure that employers, educators, and residents understand the resources introduced under CTE.

The full program is anticipated to be from June 1, 2024, and December 31, 2026, HWS/WDD and the MSJCF intend for CTE to become an established curriculum that continuously provides a direct training path for residents interested in CTE professions. CTE will provide faculty, licensing and curriculum, new equipment, and technologies to support equal opportunity access to individuals throughout MSJC's district. These improvements and additions will be instrumental to HWS/WDD and MSJC's continued commitment to provide the residents, employers, and region with a resilient workforce that meets the emerging needs. .

The proposed CTE 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 CTE 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 CTE program are services provided by the HWS/WDD through the American Rescue Plan Act (ARPA).

The CTE 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
Stephanie Adams, Deputy Director

Date: 7/11/24

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION TO BILL
BY JOURNAL VOUCHER**

Project Name: Career Technical Education Program

Accounting String: 21550-5500400000-537080

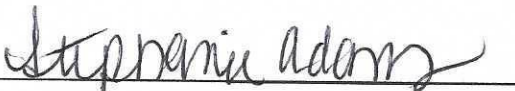
DATE: July 8, 2024

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)

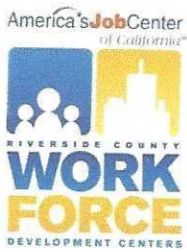
AUTHORIZED BY: Stephanie Adams, Deputy Director, HWS/Workforce
Development Division

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: July 8, 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 Career Technical Education 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

■ **web:** www.rivocworkforce.com

■ **phone:** 951-955-3100

■ **fax:** 951-955-3131

PROFESSIONAL SERVICE AGREEMENT

for

CAREER TECHNICAL EDUCATION PROGRAM

Between

COUNTY OF RIVERSIDE

and

MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT (MSJCCD)



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This Professional Service Agreement for Career Technical Education Program ("Agreement"), is made and entered into effective the 1st day of July 2024, by and between Mt. San Jacinto Community College District, a public community college district in the State of California (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 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 \$2,500,000 was for the implementation and expansion of the Career Technical Education Program within the third supervisorial district.

WHEREAS, in connection with the State of California to administer American Rescue Plan Act (ARPA) funded programs, the COUNTY will enter in a single source procurement with CONTRACTOR to implement the scope of services.

WHEREAS, the 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 and administer the Career Technical Education program and provide services as outlined and specified in the Scope of Services attached hereto and incorporated herein as Exhibit A, for an amount not to exceed that which is stated in paragraph 3.1 below.

1.2 CONTRACTOR represents that it has the expertise, skills, experience, and knowledge 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 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 these services as identified in Exhibit B.

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 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 Career Technical Education program. This Agreement shall commence effective July 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. 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 two million five hundred thousand dollars (2,500,000) 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.

3.2 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within thirty (30) working 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 after equipment, materials, or products have been purchased.

CONTRACTOR shall prepare invoices in duplicate. For this Agreement, send the electronic invoices and supporting documentation to:

RIVERSIDE COUNTY
WORKFORCE DEVELOPMENT DIVISION
ATTN: ACCOUNTS PAYABLE
1325 SPRUCE ST., SUITE 400
RIVERSIDE, CA 92507
hws-wdc-fiscal@rivco.org

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the work and/or the equipment, materials, or products purchased; and an invoice total and shall conform to the Invoice Form attached hereto as Exhibit C.
- b) All supporting documentation shall be provided for each deliverable invoiced per Exhibit B, Payment Provisions.
- c) 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. The COUNTY acknowledges that, as of the effective date of this Agreement, it has received sufficient funding to pay CONTRACTOR for the maximum compensation amount of two million five hundred thousand dollars (\$2,500,000) and that CONTRACTOR is entitled to receive reimbursement for the services performed, products provided, and expenses incurred in implementing the Scope of Services defined in Exhibit A during the term of this Agreement.

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 only by written amendment signed by authorized representatives of both parties 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. Within thirty (30) working days of receipt of such notice, CONTRACTOR shall provide COUNTY with a final invoice. COUNTY shall pay the final invoice within thirty (30) working days of receipt of the final invoice.

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.

5.3 After receipt of the notice of termination, CONTRACTOR shall furnish to COUNTY and deliver in the manner as directed by COUNTY any reports, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY. The Parties acknowledge and agree that the only reports the CONTRACTOR may be required to furnish to COUNTY are reports of enrollment numbers, course completion rates, and additional information that is requested by COUNTY during period of performance prior to termination of the Agreement.

5.4 After termination, COUNTY shall make payment for all services and/or equipment or materials rendered and/or purchased by CONTRACTOR in implementing the Scope of Services 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

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

7. Conflicts of Interest

The Parties have familiarized themselves with state law related to conflicts of interest and fully agree to comply with such laws. The Parties agree that no direct or indirect financial interest currently exists or will exist during the term of this Agreement that would or will conflict in any way with the performance of this Agreement. In addition to the foregoing, the Parties agree to avoid the appearance of any conflict of interest.

8. Independent Contractor/Employment Eligibility

8.1 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.

8.2 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. 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.

10. Disputes

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, may be settled by non-binding arbitration under the then current rules of the American Arbitration Association. The Parties agree to equally share in the arbitration fees and costs. Any arbitration hereunder shall be held in Riverside County. Neither COUNTY nor CONTRACTOR waives their rights to file appropriate legal action related to this Agreement in a court of competent jurisdiction within the County of Riverside.

11. Non-Discrimination

The Parties shall not discriminate on the basis of race; color; religion; sex (including pregnancy, childbirth, and related medical conditions, sexual orientation, gender, transgender status, and gender identity and/or expression); national origin (including Limited English Proficiency); age; disability;

political affiliation or belief; immigration status; or any other legally protected status or association with a person or group with one or more of these actual or perceived characteristics. The Parties shall comply with the provisions of the California Education Code (Cal. Ed. Code § 220 *et seq.*), 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, regulations, or executive orders.

12. Record Retention and Documents

The Parties agree to retain all records pertaining to this Agreement for a period of at least three (3) years after termination of this Agreement. If, at the end of three (3) years, there is an ongoing litigation or an audit involving those records, the Parties shall retain the records until the resolution of such litigation or audit is completed. The COUNTY reserves the right to monitor and visit the CONTRACTOR facilities during normal business hours. The COUNTY agrees to contact the CONTRACTOR's designee identified in the Notices section below to schedule visits of the CONTRACTOR's facilities on mutually agreed upon dates and times. The monitoring shall be conducted in accordance with the COUNTY Monitoring Guide and ARPA Regulations.

13. Confidentiality

13.1 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. The Parties 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 Parties shall not use such information for any purpose other than carrying out the Parties' obligations under this Agreement. For purposes of this Section, 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. **12.2** Student educational records are protected by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"). If this Agreement requires or permits CONTRACTOR or COUNTY to access or release any

student records, then, for purposes of this Agreement only, the Parties will comply with FERPA and will not make any disclosures of students' educational records to third parties without prior notice to, and consent from, the other Party or as otherwise permitted by law. In addition, any access or disclosures of student educational records made by either Party must only be for a legitimate educational purpose.

13.2 If applicable, the Parties shall comply with the Health Insurance Portability and Accountability Act ("HIPPA") and shall provide Notice of Privacy Practices in compliance with HIPPA.

14. 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.

15. 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

MT. SAN JACINTO COMMUNITY COLLEGE
ATTN: MICHAEL D. BECKHAM
INTERIM VP OF BUSINESS SERVICES
41888 MOTOR CAR PARKWAY
TEMECULA, CA 92591

16. 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.

17. Hold Harmless/Indemnification

17.1 The Parties shall indemnify and hold each other harmless, their Board, Agencies, Districts, Special Districts and Departments, their respective directors, officers, 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 actions of the other Party, 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. The indemnifying Party 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. Neither Party shall be obligated to indemnify, defend, or hold the other Party harmless for the other Party's sole negligence or willful misconduct.

17.2 With respect to any action or claim subject to indemnification herein, the Parties 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 the other Party; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the Parties' indemnification to Indemnitees as set forth herein.

17.3 The Parties' obligation hereunder shall be satisfied when the indemnifying Party has provided to the other Party the appropriate form of dismissal relieving the other Party from any liability for the action or claim involved.

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

18. Insurance

18.1 Without limiting or diminishing the Parties' obligations to indemnify or hold the other Party harmless, the Parties shall procure and maintain or cause to be maintained, at their sole cost and expense, Commercial General Liability insurance coverage as described in Paragraph A of Section 17.1 below during the term of this Agreement. As respects to the insurance section only, the Parties herein refer to the District, the County of Riverside, their Board, Agencies, Districts, Special Districts, and Departments, their respective directors, officers, employees, elected or appointed officials, agents, or representatives as Additional Insureds. In addition to procuring and maintaining Commercial General Liability insurance coverage, CONTRACTOR agrees to procure and maintain or cause to be maintained, at its sole cost and expense, the insurance coverage described in Paragraphs B-D of Section 17.1 below during the term of this Agreement.

A. 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 the other Party's performance of its obligations hereunder. Each Party's policy shall name the other Party as an 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.

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

If the work will include contact with minors, and the CONTRACTOR's Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, 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.

B. 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.

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:

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) The Parties shall cause each other's insurance carrier(s) to furnish the other Party 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 respective Party 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 respective Party 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 Parties have 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) CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to this Agreement shall provide written proof of insurance that meets the minimum liability requirements of the CONTRACTOR.

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

6) The Parties agrees to notify each other 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.

19. General

19.1 The Parties shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of the other Party. Any assignment or purported assignment of this Agreement by a Party without the prior written consent of the other Party will be deemed void and of no force or effect.

19.2 Any waiver by the Parties 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 either Party to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing the other Party from enforcement of the terms of this Agreement.

19.3 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.

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

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

19.6 CONTRACTOR shall comply with all applicable 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).

19.7 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 an arbitrator under the then current rules of the American Arbitration Association or 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. In the event the entire Agreement is held to be invalid, void, or unenforceable, the COUNTY agrees to reimburse CONTRACTOR for any actual expenses incurred by CONTRACTOR in good faith in establishing and/or implementing the CTE programs as of the date of such decision. CONTRACTOR acknowledges and agrees that it will not be reimbursed for any expenses incurred after the date of such decision.

19.8 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.

19.9 All original reports or data assembled or compiled by CONTRACTOR at the request of COUNTY for purposes of complying with any ARPA-related reporting requirements 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.

19.10 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.

19.11 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. The Parties shall retain all records pertaining to this Agreement for at least three (3) years after the County makes final payment.

19.12 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 ARPA related 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.

19.13 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.

19.14 CONTRACTOR represents and warrants that CONTRACTOR is a public community college district in the State of California.

19.15 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.


[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

By: 
Chuck Washington
Chair, Board of Supervisors

Dated: 11/05/2024


CONTRACTOR:

Mt. San Jacinto Community College District, a public community college district of the State of California

By: 
Michael Beckham (Oct 30, 2024 14:00 PDT)
Michael D. Beckham
Interim Vice President of Business Services

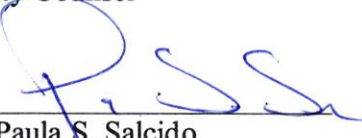
Dated: Oct 30, 2024

ATTEST:

By: 
Kimberly Rector
Clerk of the Board

Dated: 11/05/2024

APPROVED AS TO FORM:
MINH C. TRAN
County Counsel

By: 
Paula S. Salcido
Deputy County Counsel

Dated: 10-30-2024

**EXHIBIT A
DESCRIPTION & SCOPE OF SERVICES**

Contractor shall provide the following Services/Scope of Work:

1. CONTRACTOR will establish, expand, and implement the following Career Technical Education (CTE) programs: (1) Medical Laboratory Assistant Technician; (2) Medical Assistance; (3) Nursing; (4) Diagnostic Medical Sonography; (5) Emergency Medical Technician; (6) Paramedics; (7) Medical Lab Technician; (8) Radiology Technologist; (9) Certified Nursing Assistant; (10) Psychiatric Technician; and (11) Digital Media. The CTE programs will be located at the Mt. San Jacinto Community College Menifee Valley Campus located at 26237 La Piedra Road, Menifee, CA and/or the Temecula Valley Campus located at 41888 Motor Car Parkway Temecula, CA 92591, located within the supervisorial district 3.
2. CONTRACTOR will conduct outreach and identify a minimum of 150 eligible participants for the CTE programs.
3. CONTRACTOR will assist eligible participants with financial assistance as needed to offset programmatic expenses, such as unit fees, books, and supplies. CONTRACTOR will refer participants to COUNTY when needed to help coordinate support services.
4. CONTRACTOR will ensure that all marketing and outreach materials for the CTE programs are reviewed and approved by COUNTY prior to distributing information to program participants.
5. CONTRACTOR will purchase all applicable program and classroom equipment and submit invoices to COUNTY for review and reimbursement of costs.
6. In coordination with COUNTY, CONTRACTOR will use all reasonable endeavors to enroll eligible participants in the CTE programs and report enrollment numbers, course completion rates, and additional information as requested by COUNTY during the term of the Agreement.
7. CONTRACTOR agrees to work with COUNTY and all other applicable partners to develop, implement and ensure eligible participants are efficiently outreached, enter a CTE program, and obtain necessary assistance to facilitate completion of a CTE program.
8. In coordination with COUNTY, CONTRACTOR will use all reasonable endeavors in matching eligible participants to direct employment resources and opportunities following the completion of their CTE program training.
9. 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

1. COUNTY agrees to reimburse CONTRACTOR based on a pay-for-performance model each month during Period of Performance as defined in Paragraph 2.1. The COUNTY shall pay the CONTRACTOR for services performed, products and equipment purchased, and expenses incurred as outlined in Exhibit A – Scope of Work.
2. COUNTY shall issue a one-time advance payment to CONTRACTOR in an amount not to exceed twenty-five percent (25%) of the maximum reimbursable amount upon written request by the CONTRACTOR. Such written request must be submitted on CONTRACTOR letterhead. If an advance is issued, the advance shall be issued within thirty (30) working days of receipt of CONTRACTOR's request and will be recouped from the full amount of each monthly claim that is submitted. No additional payments will be made until the advance is completely recouped.
3. CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within thirty (30) working days from the last day of each calendar month. CONTRACTOR agrees to include, as applicable: outreach and resources provided, participant name, and other outlined expenses per line item as defined in Exhibit B Section II.
4. 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 least 1 month prior to grant term completion unless formal notice of program extension is presented by the COUNTY.
7. CONTRACTOR understands that COUNTY can make additional requests and modifications as necessary for program implementation with formal notice given to CONTRACTOR of at least 10 business days, but such additional requests and modifications are limited to: budget modifications, marketing information, supplemental data collection, supplemental documents, supplemental reports, and supplemental invoice information.

II. Budget Breakdown

Line Item		Line Item Amount	Itemized Amount
Costs Associated/Supporting All Programs			
Administrative/In Direct Costs		\$170,000	
	Legal counsel, annual auditing/taxes and insurance policies		\$25,000
	Salaries, benefits and/or expenses related to activities concerned with establishing and administering policy, financial reconciliation, preparation of reports, and activities related to program requirements		\$145,000
Student Support		\$500,000	
Consulting, professional experts, faculty, stipends		\$198,000	
Curriculum development, apprenticeship program		\$277,000	
Marketing/Program Awareness		\$40,000	
Costs Associated/Supporting All Programs Total		\$1,185,000	
Program/Equipment Costs			
Digital Media		\$140,954	
	Licenses		\$14,400
	Equipment and app development		\$126,554
Nursing		\$715,246	
	Building refurbishment supplies		\$175,000
	Classroom Furniture		\$165,516
	Network – Drops, switches, electrical, and licensing		\$141,608
	Integrated digital audio visual		\$79,958
	Classroom computers and service warranty		\$153,164
Medical Lab Technician/Medical Assisting		\$65,000	
	Microscopes, equipment, durable supplies		\$65,000
Diagnostic Medical Synography		\$198,000	
	Ultrasound machines		\$92,000
	Ultrasound tables		\$4,500
	Classroom furniture and supplies		\$101,500
Radiology Technologist		\$115,000	

	Non-energized lab and accessories		\$115,000
Psychiatric Technician/ Certified Nursing Assistant		\$5,200	
	Mannequins		\$5,200
Emergency Medical Technician/ Paramedic		\$75,600	
	Ambulance simulator – gurneys, EKG, medical supplies/practice equipment		\$75,600
Equipment Costs Total		\$1,315,000	
TOTAL		\$2,500,000.00	

EXHIBIT C

INVOICE/PAYMENT TEMPLATE

**SAMPLE
Invoice Form to be provide on Letterhead.**

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






Attached: PSA Career Technical Education Program 2024 - MSJC and RivCo

Final Audit Report

2024-10-30

Created:	2024-10-29
By:	Nicole Martinez (nmartinez@msjc.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbQ6lC5QmwzBFISILCZICcWsoJ_BZZP9x

"Attached: PSA Career Technical Education Program 2024 - MSJC and RivCo" History

-  Document created by Nicole Martinez (nmartinez@msjc.edu)
2024-10-29 - 9:05:07 PM GMT- IP address: 207.233.7.2
-  Document emailed to Michael Beckham (mbeckham@msjc.edu) for signature
2024-10-30 - 8:37:40 PM GMT
-  Email viewed by Michael Beckham (mbeckham@msjc.edu)
2024-10-30 - 8:59:27 PM GMT- IP address: 174.218.117.87
-  Document e-signed by Michael Beckham (mbeckham@msjc.edu)
Signature Date: 2024-10-30 - 9:00:32 PM GMT - Time Source: server- IP address: 174.218.117.87
-  Agreement completed.
2024-10-30 - 9:00:32 PM GMT



Powered by
Adobe
Acrobat Sign



Date: Monday, October 28, 2024
From: *HM* Heidi Marshall, Director of HWS
To: Purchasing Agent
Via: Adriana Escobedo, 951-955-0464
Subject: Request for Career Technical Education 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 Sole Source

Supporting Documents: indicate which are included in the request from the list below.

Supplier Quote Supplier Sole Source Letter Final draft agreement
 Final draft Form 11 H-11 approved by RCIT/TSOC Grant Agreement
 Other: _____

1. Requested Supplier Name: **Mt. San Jacinto Community College District**
Supplier ID: 0000008359

a. Describe the goods/service being requested:

The Mt. San Jacinto Community College District (MSJCCD) Career Technical Education (CTE) program has a unique program focus that will establish a framework for formal delivery, expansion, and collaboration on regionally tailored education and career pathways, programs, and solutions in the region. MSJCCD will be procured to serve as the CTE program lead and will provide direct education support and curriculum to students in pursuit of meaningful careers within the third Supervisorial district. The CTE program is anticipated to be in effect between July 1, 2024, through December 31, 2026.

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

MSJCCD is a comprehensive community college that is one of California's 116 community colleges. MSJC serves over 26,000 students annually across a 1,700-square-mile area from the San Geronio Pass to Temecula. They serve students throughout this region from the San Jacinto, Menifee Valley, Temecula Valley and



San Geronio Pass campuses, and other off-site locations. By entering into a contract with MSJCCD, Housing and Workforce Solutions/Workforce Development Division (HWS/WDD) will receive the best possible value, as resources and connections in this region are already participating with the MSJCCD. Additionally, MSJCCD provides a unique locally centered campus that will enhance HWS/WDD ability to recruit and find training needed for the CTE program to be a success.

c. What are the operational benefits to your department?

MSJCCD is uniquely qualified to implement the CTE as they possess the campus, education resources, staff, and training directly necessary to execute the full range of services desired by HWS/WDD for the CTE program lead. Utilizing MSJCCD will serve to reach the maximum number of employers throughout District 3 interested in participating in the CTE program. This will allow for HWS/WDD to save on curriculum development, staffing costs, site construction, onboarding costs, and other expenses that otherwise would delay program implementation and require establishing these connections from scratch. By contracting with HWS/WDD MSJCCD will be able to expand the current resources, staff, and knowledge base held at their campus to directly implement the CTE program and benefit students and residents within District 3 and surrounding areas. Additionally, HWS/WDD will leverage Workforce Innovation and Opportunity Act (WIOA) resources to provide employment and vocational training assistance to this population as needed.

d. Provide details on any cost benefits/discounts.

While there is no discounted pricing offered to HWS/WDD this program will ensure that no programmatic funding is expended on utilizing a partner that cannot fulfill the full scope of work necessary to implement the CTE program. MSJCCD has provided a quote letter outlining their costs. Program costs are further broken down in the budget table below. The overall price of the CTE program is a direct reflection of the contract between the MSJCCD and HWS/WDD for implementation of this 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.

CTE BUDGET	COSTS
Administrative Costs	\$170,000
Student Support	\$500,000
Licensing/Curriculum Fees	\$277,000
Faculty/Consulting	\$198,000
Marketing	\$40,000
Program and Equipment Costs	\$1,315,000
TOTAL	\$2,500,000



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?

Yes No

a. If yes, please explain why you are requesting to utilize an SSJ process?

3. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? (If yes, please provide the reviewed single or sole source tracking number).

Yes SSJ# _____ No

a. What was the total annual and aggregate amount? 2,500,000

4. Identify all costs for this requested in the table below:
If review is for multiple years, all costs must be identified below:

Description:	FY 24/25	FY 25/26	Total
One-time Costs:	1,500,000	1,000,000	2,500,000
Career Technical Education Program			
Other Costs:			
Total Costs			

5. Period of Performance: July 1, 2024 through December 31, 2026

Ratify Start Date (if applicable): July 1, 2024 through December 31, 2026

Initial Term Start Date: July 1, 2024 End Date: December 31, 2026

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): 0

Aggregate Term/End Date: July 1, 2024, through December 31, 2026

6. Projected Board of Supervisor Date (if applicable): November 5, 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 Print Name, Heidi Signature Department Head Signature (Executive Level Designee), 10/28/2024 Date

PCS Reviewed:

Pearl Rodriguez Print Name, Pearl Rodriguez Signature, 10/28/24 Date

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psolesource@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments: _____

Not to exceed:

- One-time \$ _____
Annual Amounts reflected in completed chart for Question #4
Total Cost \$ 2,500,000
Aggregate Amount \$ _____

Meghan Hahn Purchasing Agent Signature, 10/28/24 Date, 25-070 Tracking Number (Reference on Purchasing Documents)

October 23, 2024

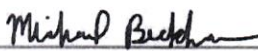
Adriana Escobedo
Workforce Development Division
Administration Manager
1325 Spruce Street, Suite 400
Riverside, CA 92507

Re: Career Technical Education Program Implementation Services

Dear Ms. Escobedo,

Please consider this correspondence as a formal quote for services provided by Mt. San Jacinto College (MSJC) for the implementation of the Career Technical Education Program. MSJC will work in conjunction with the HWS/WDD to support and expand current career and technical education curriculum in the following identified areas to students and families within supervisorial district 3. In Allied Health, the expansion of the Associate's Degree in Nursing, Certificate in Diagnostic Medical Sonography, and EMT to Paramedics. Support of newly launched certificate programs Medical Lab Technician and Medical Assisting, the launch of Radiology Technologist and Psychiatric Technician and ongoing Certified Nursing Assistant. New curriculum to support certificates and degrees in Digital Media. We are pleased to offer these services to Riverside County for a total of \$2,500,000 to ensure full implementation and execution of programmatic services, staff salaries, administrative costs, student support, marketing and outreach, and other services as outline in scope of work of contract.

Sincerely,



Michael Beckham (Oct 23, 2024 15:47 PDT)

Michael Beckham
Interim Vice President of Business Services

San Jacinto Campus
1499 N. State Street
San Jacinto, CA 92583
951.487.6752

Menifee Valley Campus
28237 La Piedra Road
Menifee, CA 92584
951.672.6752

San Geronio Pass Campus
Beaumont Middle College High School
3144 W. Westward Avenue
Banning, CA 92220
951.769.8424

Temecula Valley Campus
41888 Motor Car Parkway
Temecula, CA 92591
951.672.6752