

**Agreement Number:** [INSERT AGREEMENT REFERENCE]

**SERVICE AGREEMENT**

**For**

**Inland Empire Regional Planning Unit Workforce Innovation and Opportunity Act  
[INSERT NAME OF REGIONAL GRANT]**

**Between**

**COUNTY OF RIVERSIDE**

**And**

**COUNTY OF SAN BERNARDINO**

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**Agreement Number:** INSERT AGREEMENT REFERENCE

1 This Service Agreement for Inland Empire Regional Planning Unit Workforce  
2 Innovation and Opportunity Act (WIOA) Regional Plan Development and Training  
3 Coordination (Agreement), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
4 by and between San Bernardino County through its Economic Development Agency’s  
5 Workforce Development Department, ([INSERT: COUNTY or SUBCONTRACTOR]) and  
6 the County of Riverside, a political subdivision of the State of California, by and through  
7 its Economic Development Agency (EDA), Workforce Development Division (WDD),  
8 ([INSERT: COUNTY or SUBCONTRACTOR]). COUNTY and SUBCONTRACTOR are  
9 individually referred to as “Party” and collectively as “Parties,” herein.

10 **RECITALS**

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

14 WHEREAS, the Riverside County Workforce Development Board (RCWDB) and  
15 the San Bernardino County Workforce Development Board (SBCWDB) provide oversight  
16 for their counties’ WIOA programs, including, but not limited to meeting State workforce  
17 performance goals, while addressing the workforce needs of the local economy in their  
18 respective counties; and

19 WHEREAS, the Grantor designated the RCWDB and the SBCWDB as the Inland  
20 Empire Regional Planning Unit (IERPU);

21 WHEREAS, on behalf of the IERPU, the COUNTY applied for the [INSERT NAME  
22 OF GRANT]funding;

23 WHEREAS, the Grantor designated the COUNTY as the administrative lead for  
24 an award of [INSERT AMOUNT] to be used for regional planning, development, and  
25 implementation; and

26 WHEREAS, the COUNTY desires to contract with SUBCONTRACTOR based on  
27 SUBCONTRACTOR’s expertise, special skills, knowledge and experience in regional  
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1 workforce planning for local areas, including, but not limited to accomplishing goals of  
2 the IERPU, as more specifically set forth in the Agreement below.

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

6 **1. Description of Services**

7 **1.1** The SUBCONTRACTOR shall provide regional services as outlined and  
8 specified in the SCOPE of SERVICES, attached hereto as Exhibit "A" and incorporated  
9 by this reference, for the not to exceed fee set forth in Paragraph 3.1 below.

10 **1.2** The SUBCONTRACTOR represents that it has the experience, personnel,  
11 equipment, and facilities necessary to fully and adequately perform under this Agreement  
12 and the COUNTY relies upon this representation. The SUBCONTRACTOR shall perform to  
13 the reasonable satisfaction of the COUNTY.

14 **1.3** The SUBCONTRACTOR affirms that it is fully apprised of all of the work to be  
15 performed under this Agreement; and the SUBCONTRACTOR agrees it can properly  
16 perform this work for the compensation stated in Paragraph 3.1. The SUBCONTRACTOR  
17 shall not to perform services or provide products that are not permitted by this Agreement,  
18 unless this Agreement is first amended in writing by the Parties pursuant to Paragraph 4.1  
19 and 21.8 below.

20 **1.4** Acceptance by the COUNTY of SUBCONTRACTOR'S performance under  
21 this Agreement does not operate as a release of the SUBCONTRACTOR'S responsibility  
22 for full compliance with the terms of this Agreement.

23 **2. Term**

24 **2.1** This Agreement shall commence on [INSERT DATE] and expire on  
25 [INSERT DATE], unless terminated earlier or otherwise modified by the Parties.

26  
27 **3. Compensation**

1           **3.1**    The COUNTY shall pay SUBCONTRACTOR for services performed, and  
2 expenses incurred for the SCOPE OF SERVICES defined in Exhibit "A" pursuant to the  
3 Payment Schedule set forth in Exhibit "B" attached hereto and incorporated herein by  
4 this reference. Payment by COUNTY to SUBCONTRACTOR shall not exceed [INSERT  
5 AMOUNT], including all expenses. The COUNTY is not responsible for any fees or costs  
6 incurred above or beyond the contracted amount and shall have no obligation to  
7 purchase any specified amount of services or products, unless agreed to by the Parties  
8 in writing.

9           **3.2**    The SUBCONTRACTOR shall be paid only in accordance with an invoice  
10 submitted to the COUNTY by SUBCONTRACTOR conforming to Exhibit "C" attached  
11 hereto and incorporated herein by this reference, and COUNTY shall pay the invoice within  
12 thirty (30) working days from the date of receipt of the invoice. Payment shall be made to  
13 SUBCONTRACTOR only after services have been rendered and acceptance has been  
14 made by COUNTY.

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

20                                 [INSERT ONE:

21  
22 County of Riverside Economic Development Agency  
23 Workforce Development Division  
24 1325 Spruce Street, Suite 110  
25 Riverside, CA 92507

26 Or

27 San Bernardino County Workforce Development Department  
28 290 North D Street, Suite 600  
San Bernardino, CA 92415

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**3.3** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of the COUNTY funding from which payment can be made. 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, the COUNTY shall immediately notify the SUBCONTRACTOR 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 Parties may, through their authorized representatives, by written agreement, modify this Agreement.

**5. Termination**

**5.1** The COUNTY or SUBCONTRACTOR may terminate this Agreement without cause upon 30 days written notice stating the extent and effective date of termination.

**5.2** The COUNTY may, upon five (5) days written notice, terminate this Agreement for the SUBCONTRACTOR'S default, if the SUBCONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress so as to 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 the COUNTY.

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

1           **5.4** After termination, the COUNTY shall make payment only for the  
2 SUBCONTRACTOR'S performance up to the date of termination in accordance with this  
3 Agreement. In such event, the SUBCONTRACTOR shall not be entitled to any further  
4 compensation under this Agreement

5           **5.5** The rights and remedies of the COUNTY provided in this section shall not  
6 be exclusive and are in addition to any other rights and remedies provided by law or this  
7 Agreement.

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

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

17 **7. Conduct of the SUBCONTRACTOR**

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

27           **7.2** The SUBCONTRACTOR shall not, under circumstances which could be  
28 interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept

1 any gratuity or special favor from individuals or firms with whom the SUBCONTRACTOR  
2 is doing business or proposing to do business, in accomplishing the work under this  
3 Agreement.

4 **7.3** The SUBCONTRACTOR or its employees shall not offer gifts, gratuity,  
5 favors, and entertainment directly or indirectly to COUNTY employees.

6 **8. Inspection of Services**

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

22 **8.2** The SUBCONTRACTOR shall establish adequate procedures for self-  
23 monitoring to ensure proper performance under this Agreement; and shall permit a  
24 COUNTY representative to monitor, assess or evaluate the SUBCONTRACTOR'S  
25 performance under this Agreement at any time upon reasonable notice to the  
26 SUBCONTRACTOR.

27 **9. Independent Contractor**

28 The SUBCONTRACTOR is, for purposes relating to this Agreement, an

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

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

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

20 **11. Disputes**

21 **11.1** The parties shall attempt to resolve any disputes amicably at the working  
22 level. If that is not successful, the dispute shall be referred to the senior management of  
23 the parties.

24 **11.2** Prior to the filing of any legal action related to this Agreement, the parties  
25 shall be obligated to attend a mediation session in Riverside County before a neutral  
26 third party mediator. A second mediation session shall be required if the first session is  
27 not successful. The parties shall share the cost of the mediations. The parties shall  
28 jointly select a mediator acceptable to the SUBCONTRACTOR and COUNTY. The

1 mediation shall take place in Riverside County. Each party shall be responsible for its  
2 own legal fees and other expenses incident to the preparation for mediation. If the  
3 dispute cannot be resolved by mediation, neither COUNTY nor SUBCONTRACTOR  
4 waives their rights to bring the appropriate legal action in a court of competent jurisdiction  
5 within the County of Riverside.

6 **12. Reserved.**

7 **13. Non-Discrimination**

8 The Parties shall comply with any and all applicable laws pertaining to  
9 discrimination. The Parties shall not be discriminate in the provision of services,  
10 allocation of benefits, accommodation in facilities, or employment of personnel on the  
11 basis of ethnic group identification, race, religious creed, color, national origin, ancestry,  
12 physical handicap, medical condition, sexual orientation, marital status or sex in the  
13 performance of this Agreement; and, to the extent they shall be found to be applicable  
14 hereto, shall comply with the provisions of the California Fair Employment Practices Act  
15 (commencing with Section 1410 of the Labor Consultant), the Federal Civil Rights Act of  
16 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.)  
17 and all other applicable laws or regulations.

18 The Parties agree to comply with the Americans with Disabilities Act (ADA) of  
19 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability,  
20 and all applicable federal and state laws and regulations, guidelines, and interpretations  
21 issued hereto in the execution of the duties and responsibilities under the Agreement.

22 **14. Record Retention and Documents**

23 The SUBCONTRACTOR agrees to retain all records pertaining to this Agreement  
24 under Workforce Innovation and Opportunity Act (WIOA) programs for a period of seven  
25 (7) years after termination of this Agreement. If, at the end of seven (7) years, there is  
26 an ongoing litigation or an audit involving those records, the SUBCONTRACTOR shall  
27 retain the records until the resolution of such litigation or audit is completed. The  
28 Department of Labor, the Grantee, and the COUNTY reserve the right to monitor and

1 visit, announced or unannounced, the SUBCONTRACTOR'S facilities at any time during  
2 normal business hours. The monitoring shall be conducted in accordance with the  
3 COUNTY WIOA Monitoring Guide and WIOA State Directives.

4 **15. Confidentiality**

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

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

25 **16. Authorized Representatives**

26 The Assistant County Executive Officer of the Economic Development  
27 Agency/Workforce Development Division, or designee, shall administer this Agreement  
28 on behalf of the COUNTY. The Deputy Executive Officer of Workforce and Economic

1 Development or the Director of Workforce Development shall administer this Agreement  
2 on behalf of the SUBCONTRACTOR.

3 **17. Force Majeure**

4 If either party is unable to comply with any provision of this Agreement due to  
5 causes beyond its reasonable control, and which could not have been reasonably  
6 anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such  
7 party shall not be held liable for such failure to comply, provided the other party receives  
8 written notice of such force majeure event no later than 30 days from the date such event  
9 commenced

10 **18. EDD Reporting Requirements**

11 In order to comply with child support enforcement requirements of the State of  
12 California, the COUNTY may be required to submit a Report of Independent  
13 SUBCONTRACTOR (s) form DE 542 to the Employment Development Department  
14 (“EDD”). The SUBCONTRACTOR agrees to furnish the required data and certifications  
15 to the COUNTY within 10 days of notification of award of Agreement when required by  
16 the EDD. This data will be transmitted to governmental agencies charged with the  
17 establishment and enforcement of child support orders. Failure of the  
18 SUBCONTRACTOR to timely submit the data and/or certificates required may result in  
19 the contract being awarded to another SUBCONTRACTOR. In the event a contract has  
20 been issued, failure of the SUBCONTRACTOR to comply with all federal and state  
21 reporting requirements for child support enforcement or to comply with all lawfully served  
22 Wage and Earnings Assignments Orders and Notice of Assignment shall constitute a  
23 material breach of Agreement. If the SUBCONTRACTOR has any questions concerning  
24 this reporting requirement, please call (916) 657-0529. The SUBCONTRACTOR should  
25 also contact the local Employment Tax Customer Service Office listed in the telephone  
26 directory in the State Government section under “Employment Development  
27  
28

1 Department” or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

2 **19. Hold Harmless/Indemnification**

3           **19.1** It is understood and agreed that, pursuant to Government Code  
4 Section 895.4, the SUBCONTRACTOR shall fully defend, indemnify and save  
5 harmless COUNTY, its officers, employees and contractors from all claims, suits  
6 or actions of every name, kind and description brought for or on account of injury  
7 occurring by reason of anything done or omitted to be done by the  
8 SUBCONTRACTOR under or in connection with any work, authority or jurisdiction  
9 delegated to SUBCONTRACTOR under this Agreement.

10           **19.2** It is understood and agreed that, pursuant to Government Code  
11 Section 895.4, COUNTY shall fully defend, indemnify and save harmless the  
12 SUBCONTRACTOR, the COUNTY, and their officers, employees and contractors  
13 from all claims, suits or actions of every name, kind and description brought for or  
14 an account of injury occurring by reason of anything done or omitted to be done  
15 by COUNTY under or in connection with any work, authority or jurisdiction  
16 delegated to COUNTY under this AGREEMENT.

17           **19.3** In the event either Party is found to be comparatively at fault for any  
18 claim action, loss or damage which results from their respective obligations under  
19 this Agreement, that Party shall indemnify the other to the extent of its  
20 comparative fault. Furthermore, if either Party attempts to seek recovery from the  
21 other for Workers’ Compensation benefits paid to an employee, the Parties agree  
22 that any alleged negligence of the employee shall not be construed against the  
23 employer of that employee.

24           **19.4** The indemnification and defense obligations of this Agreement shall  
25 survive its expiration or termination.

26 **20. Insurance**

27           **20.1** Without limiting or diminishing the each Party’s obligation to  
28 indemnify or hold the other Party harmless, each Party shall procure and maintain

1 or cause to be maintained, at its sole cost and expense, the following insurance  
2 coverages during the term of this Agreement. The Counties of Riverside or San  
3 Bernardino, as may be applicable, and their Agencies, Districts, Special Districts,  
4 and Departments, their respective directors, officers, Board of Supervisors,  
5 employees, elected or appointed officials, agents or representatives shall  
6 hereunder constitute the "Additional Insureds." The additional insured  
7 endorsements shall not limit the scope of coverage to vicarious liability but shall  
8 allow coverage to the full extent provided by the policy. Such additional insured  
9 coverage shall be at least as broad as Additional Insured (Form B) endorsement  
10 form ISO, CG 2010 11 85.

11 **20.2** The Parties agree to provide insurance set forth in accordance with  
12 the requirements herein. If the Parties use existing coverage to comply with these  
13 requirements and that coverage does not meet the specified requirements, the  
14 Parties agree to amend supplement, or endorse the existing coverage to do so.

15 **20.3** Workers' Compensation. If a Party has employees as defined by the  
16 State of California, that Party shall maintain statutory Workers' Compensation  
17 Insurance (Coverage A) as prescribed by the laws of the State of California. Policy  
18 shall include Employers' Liability (Coverage B) including Occupational Disease  
19 with limits not less than \$1,000,000 per person per accident. The policy shall be  
20 endorsed to waive subrogation in favor of other Party.

21 **20.4** Commercial General Liability. Commercial General Liability  
22 insurance coverage, including but not limited to, premises liability, unmodified  
23 contractual liability, products and completed operations liability, personal and  
24 advertising injury, and cross liability coverage, covering claims which may arise  
25 from or out of a Party's performance of its obligations hereunder. Policy shall name  
26 the other Party as Additional Insured. Policy's limit of liability shall not be less than  
27 \$1,000,000 per occurrence combined single limit, and 2,000,000 general  
28

1 aggregate limit. If such insurance contains a general aggregate limit, it shall apply  
2 separately to this agreement or be no less than two (2) times the occurrence limit.

3 **20.5** If vehicles or mobile equipment are used in the performance of the  
4 obligations under this Agreement, then the Party shall maintain liability insurance  
5 for all owned, non-owned or hired vehicles so used in an amount not less than  
6 \$1,000,000 per occurrence combined single limit. If such insurance contains a  
7 general aggregate limit, it shall apply separately to this agreement or be no less  
8 than two (2) times the occurrence limit. Policy shall name the other Party as  
9 Additional Insureds.

10 **20.6** General Insurance Provisions - All lines:

11 20.6.1 Any insurance carrier providing insurance coverage  
12 hereunder shall be admitted to the State of California and have an A M  
13 BEST rating of not less than A: VIII (A:8) unless such requirements are  
14 waived, in writing, by the Party's Risk Manager. If the Party's Risk Manager  
15 waives a requirement for a particular insurer such waiver is only valid for  
16 that specific insurer and only for one policy term.

17 20.6.2 Each Party shall cause its insurance carrier(s) to furnish the  
18 other Party with either 1) a properly executed original Certificate(s) of  
19 Insurance and certified original copies of Endorsements effecting coverage  
20 as required herein, and 2) if requested to do so orally or in writing by the a  
21 Party's Risk Manager, provide original Certified copies of policies including  
22 all Endorsements and all attachments thereto, showing such insurance is in  
23 full force and effect. Further, said Certificate(s) and policies of insurance  
24 shall contain the covenant of the insurance carrier(s) that a minimum of  
25 thirty (30) days written notice shall be given to the County of Riverside prior  
26 to any material modification, cancellation, expiration or reduction in  
27 coverage of such insurance. If a Party's insurance carrier(s) policies does  
28 not meet the minimum notice requirement found herein, that Party shall

1 cause its insurance carrier(s) to furnish a 30 day Notice of Cancellation  
2 Endorsement.

3 20.6.3 In the event of a material modification, cancellation,  
4 expiration, or reduction in coverage, this Agreement shall terminate  
5 forthwith, unless the each Party receives, prior to such effective date,  
6 another properly executed original Certificate of Insurance and original  
7 copies of endorsements or certified original policies, including all  
8 endorsements and attachments thereto evidencing coverage's set forth  
9 herein and the insurance required herein is in full force and effect. Neither  
10 Party shall not commence operations until the other Party has been  
11 furnished original Certificate (s) of Insurance and certified original copies of  
12 endorsements and if requested, certified original policies of insurance  
13 including all endorsements and any and all other attachments as required  
14 in this Section. An individual authorized by the insurance carrier to do so on  
15 its behalf shall sign the original endorsements for each policy and the  
16 Certificate of Insurance.

17 20.6.4 It is understood and agreed to by the parties hereto that each  
18 Party's insurance shall be construed as primary insurance, and the other  
19 Party's insurance and/or deductibles and/or self-insured retention's or self-  
20 insured programs shall not be construed as contributory.

21 20.6.5 If, during the term of this Agreement or any extension  
22 thereof, there is a material change in the scope of services; or, there is a  
23 material change in the equipment to be used in the performance of the  
24 scope of work; or, the term of this Agreement, including any extensions  
25 thereof, exceeds five (5) years; both Parties reserve the right to adjust the  
26 types of insurance and the monetary limits of liability required under this  
27 Agreement, if in the Risk Management's reasonable judgment, the amount  
28 or type of insurance carried by the other Party has become inadequate.

1                    20.6.6            Each Party shall pass down the insurance obligations  
2                    contained herein to all tiers of subcontractors working under this  
3                    Agreement, if any.

4                    20.6.7 The insurance requirements contained in this Agreement may  
5                    be met with a program(s) of self-insurance.

6                    20.6.8 Each Party agrees to notify the other Party of any claim by a  
7                    third party or any incident or event that may give rise to a claim arising from  
8                    the performance of this Agreement.

9  
10    **21.    General**

11                    **21.1**    The SUBCONTRACTOR shall not delegate or assign any interest in this  
12                    Agreement, whether by operation of law or otherwise, without the prior written consent  
13                    of COUNTY. Any assignment or purported assignment of this Agreement by  
14                    SUBCONTRACTOR without the prior written consent of COUNTY will be deemed void  
15                    and of no force or effect.

16                    **21.2**    Any waiver by the COUNTY of any breach of any one or more of the terms  
17                    of this Agreement shall not be construed to be a waiver of any subsequent or other  
18                    breach of the same or of any other term of this Agreement. Failure on the part of the  
19                    COUNTY to require exact, full and complete compliance with any terms of this  
20                    Agreement shall not be construed as in any manner changing the terms or preventing  
21                    the COUNTY from enforcement of the terms of this Agreement.

22                    **21.3**    In the event the SUBCONTRACTOR receives payment under this  
23                    Agreement which is later disallowed by the COUNTY for nonconformance with the terms  
24                    of the Agreement, the SUBCONTRACTOR shall promptly refund the disallowed amount  
25                    to the COUNTY on request; or at its option the COUNTY may offset the amount  
26                    disallowed from any payment due to the SUBCONTRACTOR.

27                    **21.4 Reserved.**

1           **21.5** The SUBCONTRACTOR shall comply with all applicable Federal, State and  
2 local laws and regulations. The SUBCONTRACTOR will comply with all applicable  
3 COUNTY policies and procedures. In the event that there is a conflict between the  
4 various laws or regulations that may apply, the SUBCONTRACTOR shall comply with  
5 the more restrictive law or regulation.

6           **21.6** The SUBCONTRACTOR shall comply with all requirements of the  
7 Occupational Safety and Health Administration (OSHA) standards and  
8 SUBCONTRACTOR as set forth by the U.S. Department of Labor and the State of  
9 California (Cal/OSHA).

10           **21.7** This Agreement shall be governed by the laws of the State of California.  
11 Any legal action related to the performance or interpretation of this Agreement shall be  
12 filed only in the Superior Court of the State of California located in Riverside, California,  
13 and the parties waive any provision of law providing for a change of venue to another  
14 location. In the event any provision in this Agreement is held by a court of competent  
15 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will  
16 nevertheless continue in full force without being impaired or invalidated in any way.

17           **21.8** This Agreement, including any attachments or exhibits, constitutes the  
18 entire Agreement of the parties with respect to its subject matter and supersedes all prior  
19 and contemporaneous representations, proposals, discussions and communications,  
20 whether oral or in writing. This Agreement may be changed or modified only by a written  
21 amendment signed by authorized representatives of both parties. No oral understanding  
22 or agreement not incorporated herein shall be binding on any of the parties hereto.

23           **21.9** Reserved.

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

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

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

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

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

21 **21.14** The SUBCONTRACTOR shall assure that funds provided by this  
22 Agreement must be used exclusively for activities that are authorized under WIOA. Co-  
23 mingling and/or diverting of funds to support the activities of other programs are not  
24 authorized. Documentation supporting expenditures will be kept on file at the  
25 SUBCONTRACTOR'S office and made available at all times for audit and monitoring  
26 purposes for a period of no less than seven (7) years after the COUNTY makes final  
27 payment and all pending matters are closed

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1           **21.15** The SUBCONTRACTOR will comply with controls, recordkeeping and  
2 accounting procedure requirements of WIOA, federal and state regulations and  
3 directives to ensure the proper accounting for funds paid under this Agreement. At such  
4 times and in such form, the COUNTY may require statements, records, reports, data and  
5 information pertaining to this Agreement be maintained on file for purpose of an audit or  
6 examination. Retention of all records for seven (7) years after the County makes final  
7 payment and all other pending matters are closed, is required.

8           **21.16** The SUBCONTRACTOR shall establish and implement appropriate  
9 internal management procedures to prevent fraud, abuse and criminal activity. Further,  
10 the SUBCONTRACTOR shall establish a reporting process to ensure that the COUNTY  
11 is notified immediately of any allegation of WIOA-related fraud, abuse or criminal activity  
12 or any suspected or proven fraud, abuse or criminal acts committed by staff or  
13 participants. If the allegation is of any emergency and/or fiscal nature, it shall be reported  
14 to the COUNTY'S Administration Unit at (951) 955-3100, and immediately thereafter, a  
15 written report shall be submitted. Proof of such report will be maintained in the  
16 SUBCONTRACTOR'S file.

17           **21.17** Should the SUBCONTRACTOR fail to perform the services as outlined in  
18 Exhibit A, the COUNTY and the SUBCONTRACTOR will meet and confer to modify the  
19 Scope of Services and compensation arrangements.

20           **21.18** SUBCONTRACTOR represents and warrants that SUBCONTRACTOR is  
21 registered to do business in the State of California with the California Secretary of State.

22           **21.19** All correspondence and notices required or contemplated by this  
23 Agreement shall be delivered to the respective parties at the addresses set forth below  
24 and are deemed submitted one (1) day after their deposit in the United States Mail,  
25 postage prepaid.

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**Agreement Number:** INSERT AGREEMENT REFERENCE

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County of Riverside Economic  
Development Agency/Workforce  
Development Division  
1325 Spruce Street, Suite 110  
Riverside, CA 92507  
Attention: Carrie Harmon,  
Director of Workforce Development

San Bernardino County  
Workforce Development Department  
Administration  
290 North D Street, Suite 600  
San Bernardino, CA 92415-0046

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

**Agreement Number:** INSERT AGREEMENT REFERENCE

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

3  
4 **INSERT COUNTY or**

**INSERT COUNTY or**

5 **SUBCONTRACTOR:]**

**SUBCONTRACTOR:]**

6 COUNTY OF RIVERSIDE, a political  
7 subdivision of the State of California, by  
8 and through its Economic Development  
Agency/Workforce Division

COUNTY OF SAN BERNARDINO, a  
political subdivision of the State of  
California, by and through its Economic  
Development Department

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

By: \_\_\_\_\_  
Reg Javier, Deputy Executive Officer

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

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

12  
13  
14  
15 APPROVED AS TO FORM:  
16 Gregory P. Priamos  
County Counsel

APPROVED AS TO FORM:  
Michelle D. Blakemore  
County Counsel

17  
18 By: \_\_\_\_\_  
19 Jhaila Brown,  
20 Deputy County Counsel

By: \_\_\_\_\_  
Sophie A. Akins,  
Deputy County Counsel

**EXHIBIT A**  
**SCOPE OF SERVICE**

**A. Purpose:**

During the term of the Service Agreement for IERPU [INSERT NAME OF REGIONAL GRANT] entered into between SUBCONTRACTOR and COUNTY, SUBCONTRACTOR shall work with EDA/WDD staff and the California Workforce Development Board (CWDB) staff to deepen regional collaborations, develop and build workforce/education/economic development partnerships, engage employers as full partners in the workforce system, and support the implementation of regional activities [INSERT OTHER PERTINENT GRANT SPECIFIC INFORMATION] in the IERPU.

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

The SUBCONTRACTOR shall implement activities of the IERPU Workforce Innovation and Opportunity Act Regional Plan to [INSERT SCOPE OF SERVICES].

**EXHIBIT B**  
**PAYMENT SCHEDULE**

<b>Proposed Scope of work</b>	<b>Product or Outcome</b>
The scope of work for this effort encompasses: 1. [INSERT SCOPE]	Specifically, progress and success will be measured by IERPU regional planning outcomes: A. [INSERT SCOPE]
FY [INSERT YEAR]	\$[INSERT AMOUNT]
2. [INSERT SCOPE]	4. [INSERT SCOPE]
FY [INSERT YEAR]	\$[INSERT AMOUNT]
<b>TOTAL NOT TO EXCEED</b>	<b>\$[INSERT AMOUNT]</b>

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**Agreement Number:** [INSERT AGREEMENT REFERENCE]

**EXHIBIT C**

**INVOICE FORM TO BE PROVIDED ON LETTERHEAD**

<b>SUBCONTRACTOR Name:</b>		
<b>Mailing/Remittance Address:</b> [INSERT ADDRESS]		
<b>Invoice Number:</b>		
<b><u>Payment Request for Services Rendered</u></b>		
<b>Date</b>	<b>Deliverable</b>	<b>Cost</b>
<b>Total for this Invoice:</b>		<b>\$</b>

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