

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>M85071-7120</b>	PURCHASING AUTHORITY NUMBER (If Applicable) <b>EDD-7100</b>
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME  
California Workforce Development Board

CONTRACTOR NAME  
San Bernardino County, Workforce Development Board

2. The term of this Agreement is:

START DATE  
January 1, 2023, or upon final approval, whichever is later

THROUGH END DATE  
October 31, 2025

3. The maximum amount of this Agreement is:  
\$1,200,000.00 One Million Two Hundred Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Exhibit B	Budget Detail and Payment Provisions	2
Attachment B-1	Budget Summary	1
+ - Attachment B-2	Budget Narrative	1
+ - Attachment B-3	Contracts	1
+ - Exhibit C *	General Terms and Conditions	GTC 04/2017
+ - Exhibit D	Special Terms and Conditions	4
+ - Exhibit E**	Request for Application No. 76054 – Regional Equity and Recovery Partnerships	1
+ -	**Items shown with a double asterisk (**) are hereby incorporated by reference and made part of this Agreement as if attached hereto. The document can be viewed electronically in electronic Contract file No. M85071-7120.	

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)  
San Bernardino County, Workforce Development Board

CONTRACTOR BUSINESS ADDRESS 290 N. D. Street, Suite 600	CITY San Bernardino	STATE CA	ZIP 92415
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PRINTED NAME OF PERSON SIGNING Leonard X. Hernandez	TITLE Chief Executive Officer
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CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER M85071-7120	PURCHASING AUTHORITY NUMBER (If Applicable) EDD-7100
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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Workforce Development Board

CONTRACTING AGENCY ADDRESS

800 Capitol Mall, Suite 1022, MIC 45

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Myke Griseta

TITLE

Grants Development Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol. 1 Section 4.06

**EXHIBIT A  
SCOPE OF WORK  
(Standard Agreement)**

1. This Agreement is entered into by and between the California Workforce Development Board, hereinafter referred to as CWDB, and the County of San Bernardino, Workforce Development Board, hereinafter referred to as the Contractor, for the purpose of providing workforce training services in accordance with Request for Applications (RFA) No. 76054.
2. The Project Representatives during the term of this Agreement will be:

**State Agency**

California Workforce Development Board  
Attn: Clemente Vizcarra  
800 Capitol Mall, Suite 1022, MIC 45  
Sacramento, CA 95814  
Phone: (916) 202-3619  
E-Mail: [clemente.vizcarra@cwdb.ca.gov](mailto:clemente.vizcarra@cwdb.ca.gov)

**Contractor**

County of San Bernardino, Workforce Development Board  
Attn: Mariann Johnson  
Address: 290 N. D. Street, Suite 600  
San Bernardino, CA  
Phone: (909) 387-9841  
E-Mail: [mariann.johnson@wdd.sbcounty.gov](mailto:mariann.johnson@wdd.sbcounty.gov)

3. Changes to the Project Representatives will not require an amendment to the Contract.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**  
**(Standard Agreement)**

**A. Invoicing and Payment**

1. For services satisfactorily rendered and upon receipt and approval of the invoices, the CWDB agrees to compensate the Contractor in accordance with Attachments B-1, Budget Summary and B-2, Budget Narrative. The total amount of this Agreement shall not exceed **One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00)**.
2. Invoices shall include the **CWDB Contract Number M85071-7120** and shall be submitted monthly in triplicate, in arrears to:

California Workforce Investment Board  
800 Capitol Mall, Suite 1022, MIC 45  
Sacramento, CA 95814  
Attn: Marissa Medeiros

3. The Contractor is responsible for ensuring that invoices submitted to the CWDB claim actual expenditures for eligible project costs under Attachments B-1 and B-2. The Contractor shall, upon demand, remit to the CWDB any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Contractor in violation of the terms, provisions, conditions, or commitments of this Agreement.

**B. Withholding of Grant Disbursements**

1. The CWDB and the EDD may withhold all or any portion of the grant funds provided for by this Agreement in the event that that the Contractor has materially and substantially breached the terms and conditions of this Agreement, including submission of required reports and data.
2. The CWDB and the EDD will not reimburse the Contractor for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently discovered to be ineligible, the CWDB and the EDD may either withhold an equal amount from subsequent payments to the Contractor or require repayment of an equal amount to the CWDB by the Contractor.
3. In the event that grant funds are withheld from the Contractor, the CWDB's Executive Director or designee shall notify the Contractor of the reasons for withholding and advise the Contractor of the time within which the Contractor may remedy the situation leading to the withholding.

**C. Budget Contingency Clause**

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**  
**(Standard Agreement)**

This Agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government or by the State of California for the Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Agreement in any manner.

The parties mutually agree that if the Congress and/or Legislature does not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.

The CWDB has the option to terminate the agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

**D. California Prompt Payment Clause**

Payment will be made in accordance with and within the time specified in Government Code section 927, et seq.

**ATTACHMENT B-1  
 BUDGET SUMMARY  
 (Standard Agreement)**

<b>Fiscal Agent:</b>	San Bernardino County Workforce Development Board
<b>Regional Planning Unit:</b>	Inland Empire Regional Planning Unit (IERPU)
<b>Project Name:</b>	Regional Equity and Recovery Partnerships

**RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include expenditures for your portion of project**

Budget Line Item		Admin* (10% Cap)	Program	Grant Request Total	Leveraged/M atch Amount	Total Funds	Source of Leverage/Match Fund	Type of Leverage/ Match Fund
1	Staff Salaries and Fringe Benefits	\$0.00	\$240,000.00	\$240,000.00	\$138,728.18	\$378,728.18	WIOA	<input checked="" type="checkbox"/> Cash <input type="checkbox"/> In-Kind
2	Staff Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
3	<b>Operating Expenses</b>							
	Facilities Rent	\$0.00	\$0.00	\$0.00	\$97,187.37	\$97,187.37	WIOA	<input checked="" type="checkbox"/> Cash <input type="checkbox"/> In-Kind
	Office Supplies	\$0.00	\$0.00	\$0.00	\$4,343.63	\$4,343.63	WIOA	<input checked="" type="checkbox"/> Cash <input type="checkbox"/> In-Kind
	Communications	\$0.00	\$0.00	\$0.00	\$15,873.94	\$15,873.94	WIOA	<input checked="" type="checkbox"/> Cash <input type="checkbox"/> In-Kind
	Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
4	<b>Equipment Purchases &amp; Furniture</b>							
	Purchases	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
	Leases	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
5	Instructional Materials and Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
6	Tuition Payments/Vouchers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
7	Training Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
8	Work Experience Wages - WEX	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
9	Supportive Services	\$0.00	\$60,000.00	\$60,000.00	\$0.00	\$60,000.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
10	Indirect Costs*	\$120,000.00		\$120,000.00	\$0.00	\$120,000.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
11	Other Program Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
12	Contractual Services	\$0.00	\$780,000.00	\$780,000.00	\$0.00	\$780,000.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
<b>Budget Total</b>		<b>\$120,000.00</b>	<b>\$1,080,000.00</b>	<b>\$1,200,000.00</b>	<b>\$256,133.12</b>	<b>\$1,456,133.12</b>		

	<b>Total Cost</b>
<b>Admin &amp; Indirect Costs Total*</b>	\$120,000.00
<b>Program Total</b>	\$1,080,000.00
<b>Grant Budget Total</b>	\$1,200,000.00

**ATTACHMENT B-2  
 BUDGET NARRATIVE  
 (Standard Agreement)**

<b>Fiscal Agent:</b>	San Bernardino County Workforce Development Board
<b>Regional Planning Unit:</b>	Inland Empire Regional Planning Unit (IERPU)
<b>Project Name:</b>	Regional Equity and Recovery Partnerships

**RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include information for your portion of project**

<b>1. Staff Salaries and Benefits</b>				
<b>Job Titles of Staff; Roles and Responsibilities</b>	<b>Salaries (FTE x Monthly Salary x Months Allocated to Project)</b>	<b>Benefit %</b>	<b>Total Benefits (Salaries x Benefit %)</b>	<b>Total Salaries (Salaries + Benefits)</b>
<b>EXAMPLE-DO NOT INCLUDE IN CALCULATIONS</b>				
Case Manager- coordinates services and supports for RERP participants linking them to training and appropriate placement	\$25,920.00	24%	\$6,220.80	\$32,140.80
GRANTS COORD / STAFF ANALYST	\$137,770.54	33%	45,923.47	\$183,694.01
ACCOUNTANT	\$13,162.50	33%	4,387.49	\$17,549.99
SUPERVISION / DEPUTY DIRECTOR	\$29,067.01	33%	9,688.99	\$38,756.00
				\$0.00
<b>Subtotal</b>				<b>\$240,000.00</b>
<b>Budget Line Item</b>	<b>Narrative Details</b>			<b>Budget Amount</b>
<b>2. Staff Travel</b>				\$0.00
<b>3. Operating Expenses</b>				
Facilities Rent				\$0.00
Office Supplies				\$0.00
Communications				\$0.00
Other				\$0.00
<b>4. Equipment Purchases &amp; Furniture</b>				
Purchases				\$0.00
Leases				\$0.00
<b>5. Instructional Materials and Supplies</b>				\$0.00
<b>6. Tuition Payments/Vouchers</b>				\$0.00
<b>7. Training Costs</b>				\$0.00
<b>8. Work Experience Wages - WEX</b>				\$0.00
<b>9. Supportive Services</b>	Cost associated with Truck Driving Training (DMV Fees, DOT Physical, Drug Test, Add Tank, Doubles/Triples/Hazmat			\$60,000.00
<b>10. Indirect Costs</b>	10% Admin Costs			\$120,000.00
<b>11. Other Program Services</b>				\$0.00
<b>12. Contractual Services</b>	Riverside County-Regional Organizing			\$780,000.00
<b>Total Budget Amount of Awarded Fund:</b>				<b>\$1,200,000.00</b>

**ATTACHMENT B-3  
 CONTRACTS  
 (Standard Agreement)**

<b>Fiscal Agent:</b>	San Bernardino County Workforce Development Board			
<b>Project Name:</b>	Regional Equity and Recovery Partnerships			
<b>If there are multiple projects provide a breakdown per Site number</b>				
<b>RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include information for your portion of project</b>				
<b>Name of Contractor</b>	<b>Organization Type</b>	<b>Services Provided</b>	<b>Participants Served (If applicable)</b>	<b>Funds Allocated</b>
Riverside County Workforce Development Board	Workforce Development Board	Regional Organizing Staff	N/A	\$240,000.00
TBD	Intermediary	Internships (Construction Project)	60	\$276,000.00
TBD	Intermediary	Internships/On-the-Job Training (Machine/Equipment Maintenance)	60	\$264,000.00
<b>Total</b>				<b>\$780,000.00</b>



**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**  
**(Standard Agreement)**

**1. Subcontractors or Subgrantees**

Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the CWDB and any subcontractors or subgrantees, and no subcontract or subgrant shall relieve the Contractor of their responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the CWDB for the acts and omissions of its subcontractors or subgrantees and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractors or subgrantees is an independent obligation from the CWDB's obligation to make payments to the Contractor. As a result, the CWDB shall have no obligation to pay or to enforce the payment of any monies to any subcontractor or subgrantee.

**2. Consultant–Staff Expenses**

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have contractual relationships with any governmental entity.

**3. Public Contract Code (Consultant Services)**

The Contractor is advised that they have certain duties, obligations, and rights under Public Contract Code sections 10335 - 10381 and 10410 - 10412, with which the Contractor should be familiar. These Public Contract Code sections can be viewed at:

[https://leginfo.legislature.ca.gov/faces/codes\\_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=2.&article=4](https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=2.&article=4).

[https://leginfo.legislature.ca.gov/faces/codes\\_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=2.&article=8](https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=2.&article=8).

**4. Contractor Evaluation**

Within sixty (60) days after the completion of this Agreement, the Contract Manager shall complete a written evaluation of the Contractor's performance under this Agreement. If the Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, within five (5) working days of the completion of the evaluation, and to the Contractor within fifteen (15) working days of the filing of the evaluation with the Department of General Services, hereinafter, referred to as DGS. (PCC § 10369)

**5. Termination Clause**

This Agreement may be terminated by CWDB by giving written notice 30 days prior to the effective date of such termination.

**6. Advance Work**

Should the Contractor begin work before receiving a copy of the approved Agreement, any work performed before approval shall be considered as having been done at the Contractor's own risk and as a volunteer.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**  
**(Standard Agreement)**

**7. Force Majeure**

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods and other natural disasters such that performance is impossible.

**8. Change in Contractor Staff**

Should a Contractor's team member(s) become unavailable prior to a start date agreed upon with CWDB, the Contractor will propose an equally well-qualified replacement consultant after consultation with the CWDB. All replacements are subject to the CWDB's approval. Switching staff that were identified in the Contractor's proposal with alternates immediately, or soon thereafter, after execution of this Agreement, are grounds for termination of this Contract. The CWDB has the right to request removal and/or replacement of Contractor resources.

**9. Avoidance of Conflicts of Interest by the Contractor**

- A.** The Contractor agrees that all reasonable efforts will be made to ensure that no conflict of interest exists between its officers, agents, employees, consultants, or members of its governing body.
- B.** The Contractor shall prevent its officers, agents, employees, consultants, or members of its governing body from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.
- C.** In the event that the CWDB determines that a conflict of interest situation exists, any cost associated with the conflict may constitute grounds for termination of this Agreement. This provision shall not be construed to prohibit the employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant and such persons have successfully competed for employment with other applicants on a merit basis.
- D.** Certain consultants designated by the EDD's Conflict of Interest Code are required to file a Statement of Economic Interests, Form 700. The Contractor agrees that if the Director of EDD determines that a Statement of Economic Interests, Form 700, is required, the consultant shall obtain the Form 700 and filing instructions from the EDD Personnel Office.

**10. Travel Clause**

The travel and per diem shall be set in accordance with Department of Personnel Administration for comparable classes and that no travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the CWDB.

**EXHIBIT D  
SPECIAL TERMS AND CONDITIONS  
(Standard Agreement)**

**11. Workforce Innovation and Opportunity Act**

The Contractor agrees to conform to nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 CFR parts 37 and 38.

**13. Disputes**

If the Contractor disputes an action of the CWDB in the administration of this Agreement, the Contractor may appeal to the CWDB's Executive Director or designee. Such appeals shall be filed within 30 calendar days of the notification from the Contractor of such dispute. The appeal shall be in writing and 1) state the basis for the appeal, 2) state the action being requested of the Executive Director, and 3) include any documentation relating to the dispute.

The CWDB Executive Director will review the correspondence and related documentation and render a decision of the appeal within 30 calendar days, except in those cases where the Contractor withdraws or abandons the appeal. The procedural time requirement may be waived with the mutual consent of the Contractor and the Executive Director.

**14. Performance**

The Contractor shall cooperate with the CWDB with regard to the performance of this Agreement.

The Contractor shall cooperate with the CWDB to provide timely responses to any requests for data and/or reports the CWDB deems necessary for the evaluation of the grant program. Such data may include individual program participant data. The Contractor further understands and agrees that this data will be shared with the CWDB and any other stakeholders.

The Contractor is responsible for the project activities identified in the original Grant Proposal submitted to the CWDB, which is incorporated by reference and made a part of this Agreement as if attached hereto. Review and approval by the CWDB is solely for the purpose of proper administration of grant funds by the EDD and shall not be deemed to relieve or restrict the Contractor's responsibility.

The Contractor shall fulfill all assurances, declarations, representations, and statements made by the Contractor in the Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

The Contractor agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

**15. Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, the Contractor represents that it is not a target of Economic Sanctions. Should the state determine the Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**  
**(Standard Agreement)**

grounds for rejection of the Contractor's bid/proposal any time prior to Contract execution, or, if determined after Contract execution, shall be grounds for termination by the state.

**EXHIBIT E**  
**Request for Application No. 76054 – Regional Equity and Recovery Partnerships**  
**(Standard Agreement)**

A link to the solicitation document or relevant statutory language is provided for reference purposes below. Attachments B-1, Budget Summary, and B-2, Budget Narrative are to serve as the control documents for the purpose of this agreement's review by EDD.

**Document Title:** Regional Equity and Recovery Partnerships Request for Applications

**Document Link:** [https://cwdb.ca.gov/wp-content/uploads/sites/43/2022/02/RERP-RFA\\_FINAL\\_ACCESSIBLE.pdf](https://cwdb.ca.gov/wp-content/uploads/sites/43/2022/02/RERP-RFA_FINAL_ACCESSIBLE.pdf)