

SERVICE AGREEMENT

For

Inland Empire Regional Planning Unit

Prison to Employment 2.0

Between

COUNTY OF RIVERSIDE

And

SAN BERNARDINO COUNTY



Agreement Number: PY2023/24, 2024/25, 2025/26 – IERPU P2E 2.0

1 This Service Agreement for Inland Empire Regional Planning Unit Prison to
2 Employment 2.0 Grant (Agreement), is made and entered into this 6th day of July,
3 2023, by and between Riverside County through its Workforce Development Division,
4 ("COUNTY") and the San Bernardino County, a political subdivision of the State of
5 California, by and through its Workforce Development Department (WDD),
6 ("SUBCONTRACTOR"). COUNTY and SUBCONTRACTOR are individually referred
7 to as "Party" and collectively as "Parties," herein.

8 **RECITALS**

9 WHEREAS, the COUNTY has entered into a grant agreement with the State of
10 California, hereinafter referred to as the "Grantor," pursuant to the statewide Prison to
11 Employment 2.0 Initiative (P2E2);

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

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

19 WHEREAS, on behalf of the IERPU, the COUNTY applied for the PY 2023/24,
20 2024/25, 2025/26 P2E2 Grant funding;

21 WHEREAS, the Grantor designated the COUNTY as the administrative lead for
22 an award of \$2,875,495.91 to be used to reduce recidivism through collaborative
23 development of regional partnerships that will integrate workforce and re-entry services
24 to connect formerly incarcerated individuals to high demand and sustainable
25 employment in the labor market; and

26 WHEREAS, the COUNTY desires to contract with SUBCONTRACTOR based
27 on SUBCONTRACTOR's expertise, special skills, knowledge and experience in
28

1 regional workforce planning for local areas, including, but not limited to accomplishing
2 goals of 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
13 to the reasonable satisfaction of the COUNTY.

14 **1.3** The SUBCONTRACTOR affirms that it is fully apprised of all of the work to
15 be 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 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
21 under this Agreement does not operate as a release of the SUBCONTRACTOR'S
22 responsibility for full compliance with the terms of this Agreement.

23 **2. Term**

24 **2.1** This Agreement shall commence on July 6, 2023 and expire on December
25 31, 2025, unless terminated earlier or otherwise modified by the Parties.

26 **3. Compensation**

27 **3.1** The COUNTY shall pay SUBCONTRACTOR for services performed, and
28 expenses incurred for the SCOPE OF SERVICES defined in Exhibit "A" pursuant to the

1 Payment Schedule set forth in Exhibit "B" attached hereto and incorporated herein by
2 this reference. Payment by COUNTY to SUBCONTRACTOR shall not exceed
3 \$675,000.00, including all expenses. The COUNTY is not responsible for any fees or
4 costs incurred above or beyond the contracted amount and shall have no obligation to
5 purchase any specified amount of services or products, unless agreed to by the Parties
6 in writing.

7 **3.2** The SUBCONTRACTOR shall be paid only in accordance with an invoice
8 submitted to the COUNTY by SUBCONTRACTOR conforming to Exhibit "C" attached
9 hereto and incorporated herein by this reference, and COUNTY shall pay the invoice
10 within thirty (30) working days from the date of receipt of the invoice. Payment shall be
11 made to SUBCONTRACTOR only after services have been rendered and acceptance has
12 been made by COUNTY.

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

18
19 Riverside County Workforce Development Division
20 1325 Spruce Street, Suite 400
21 Riverside, CA 92507
22

23 **3.3** The COUNTY obligation for payment of this Agreement beyond the
24 current fiscal year end is contingent upon and limited by the availability of the COUNTY
25 funding from which payment can be made. No legal liability on the part of the COUNTY
26 shall arise for payment beyond June 30 of each calendar year unless funds are made
27 available for such payment. In the event that such funds are not forthcoming for any
28 reason, the COUNTY shall immediately notify the SUBCONTRACTOR in writing; and

1 this Agreement shall be deemed terminated and have no further force and effect.

2 **4. Alteration or Changes to the Agreement**

3 4.1 The Parties may, through their authorized representatives, by written
4 agreement, modify this Agreement.

5 **5. Termination**

6 5.1 The COUNTY or SUBCONTRACTOR may terminate this Agreement
7 without cause upon 30 days written notice stating the extent and effective date of
8 termination.

9 5.2 The COUNTY may, upon five (5) days written notice, terminate this
10 Agreement for the SUBCONTRACTOR'S default, if the SUBCONTRACTOR refuses or
11 fails to comply with the terms of this Agreement or fails to make progress so as to
12 endanger performance and does not immediately cure such failure. In the event of such
13 termination, the COUNTY may proceed with the work in any manner deemed proper by
14 the COUNTY.

15 5.3 After receipt of the notice of termination, the SUBCONTRACTOR shall:

16 (a) Stop all work under this Agreement on the date specified in the
17 notice of termination; and

18 (b) Transfer to the COUNTY and deliver in the manner as directed by
19 the COUNTY any materials, reports or other products which, if the Agreement had been
20 completed or continued, would have been required to be furnished to the COUNTY.

21 5.4 After termination, the COUNTY shall make payment only for the
22 SUBCONTRACTOR'S performance up to the date of termination in accordance with
23 this Agreement. In such event, the SUBCONTRACTOR shall not be entitled to any
24 further compensation under this Agreement

25 5.5 The rights and remedies of the COUNTY provided in this section shall not
26 be exclusive and are in addition to any other rights and remedies provided by law or this
27 Agreement.

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

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

10 **7. Conduct of the SUBCONTRACTOR**

11 **7.1** The SUBCONTRACTOR covenants that it presently has no interest,
12 including, but not limited to, other projects or contracts, and shall not acquire any such
13 interest, direct or indirect, which would conflict in any manner or degree with the
14 SUBCONTRACTOR'S performance under this Agreement. The SUBCONTRACTOR
15 further covenants that no person or subcontractor having any such interest shall be
16 employed or retained by SUBCONTRACTOR under this Agreement. The
17 SUBCONTRACTOR agrees to inform the COUNTY of all SUBCONTRACTOR'S
18 interests, if any, which are or may be perceived as incompatible with the COUNTY'S
19 interests.

20 **7.2** The SUBCONTRACTOR shall not, under circumstances which could be
21 interpreted as an attempt to influence the recipient in the conduct of his/her duties,
22 accept any gratuity or special favor from individuals or firms with whom the
23 SUBCONTRACTOR is doing business or proposing to do business, in accomplishing
24 the work under this Agreement.

25 **7.3** The SUBCONTRACTOR or its employees shall not offer gifts, gratuity,
26 favors, and entertainment directly or indirectly to COUNTY employees.

27 **8. Inspection of Services**

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

16 **8.2** The SUBCONTRACTOR shall establish adequate procedures for self-
17 monitoring to ensure proper performance under this Agreement; and shall permit a
18 COUNTY representative to monitor, assess or evaluate the SUBCONTRACTOR'S
19 performance under this Agreement at any time upon reasonable notice to the
20 SUBCONTRACTOR.

21 **9. Independent Contractor**

22 The SUBCONTRACTOR is, for purposes relating to this Agreement, an
23 independent contractor and shall not be deemed an employee of the COUNTY. It is
24 expressly understood and agreed that the SUBCONTRACTOR (including its
25 employees, agents and subcontractors) shall in no event be entitled to any benefits to
26 which the COUNTY employees are entitled, including but not limited to overtime, any
27 retirement benefits, worker's compensation benefits, and injury leave or other leave
28 benefits. There shall be no employer-employee relationship between the parties; and

1 the SUBCONTRACTOR shall hold the COUNTY harmless from any and all claims that
2 may be made against the COUNTY based upon any contention by a third party that an
3 employer-employee relationship exists by reason of this Agreement. It is further
4 understood and agreed by the parties that the SUBCONTRACTOR in the performance
5 of this Agreement is subject to the control or direction of the COUNTY merely as to the
6 results to be accomplished and not as to the means and methods for accomplishing the
7 results.

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

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

14 **11. Disputes**

15 **11.1** The parties shall attempt to resolve any disputes amicably at the working
16 level. If that is not successful, the dispute shall be referred to the senior management
17 of the parties.

18 **11.2** Prior to the filing of any legal action related to this Agreement, the parties
19 shall be obligated to attend a mediation session in Riverside County before a neutral
20 third party mediator. A second mediation session shall be required if the first session is
21 not successful. The parties shall share the cost of the mediations. The parties shall
22 jointly select a mediator acceptable to the SUBCONTRACTOR and COUNTY. The
23 mediation shall take place in Riverside County. Each party shall be responsible for its
24 own legal fees and other expenses incident to the preparation for mediation. If the
25 dispute cannot be resolved by mediation, neither COUNTY nor SUBCONTRACTOR
26 waives their rights to bring the appropriate legal action in a court of competent
27 jurisdiction within the County of Riverside.

28 **12. Reserved.**

1 **13. Non-Discrimination**

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

12 The Parties agree to comply with the Americans with Disabilities Act (ADA) of
13 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability,
14 and all applicable federal and state laws and regulations, guidelines, and interpretations
15 issued hereto in the execution of the duties and responsibilities under the Agreement.

16 **14. Record Retention and Documents**

17 The SUBCONTRACTOR agrees to retain all records pertaining to this
18 Agreement under Workforce Innovation and Opportunity Act (WIOA) programs for a
19 period of seven (7) years after termination of this Agreement. If, at the end of seven (7)
20 years, there is an ongoing litigation or an audit involving those records, the
21 SUBCONTRACTOR shall retain the records until the resolution of such litigation or audit
22 is completed. The Department of Labor, the Grantor, and the COUNTY reserve the
23 right to monitor and visit, announced or unannounced, the SUBCONTRACTOR'S
24 facilities at any time during normal business hours. The monitoring shall be conducted
25 in accordance with the COUNTY WIOA Monitoring Guide and WIOA State Directives.

26 **15. Confidentiality**

27 **15.1** The SUBCONTRACTOR shall not use for personal gain or make other
28 improper use of privileged or confidential information which is acquired in connection

1 with this Agreement. The term "privileged or confidential information" includes but is not
2 limited to: unpublished or sensitive technological or scientific information; medical,
3 personnel, or security records; anticipated material requirements or pricing/purchasing
4 actions; the COUNTY information or data which is not subject to public disclosure;
5 COUNTY operational procedures; and knowledge of selection of contractors,
6 subcontractors or suppliers in advance of official announcement.

7 **15.2** The SUBCONTRACTOR shall protect from unauthorized disclosure
8 names and other identifying information concerning persons receiving services
9 pursuant to this Agreement, except for general statistical information not identifying any
10 person. The SUBCONTRACTOR shall not use such information for any purpose other
11 than carrying out the SUBCONTRACTOR'S obligations under this Agreement. The
12 SUBCONTRACTOR shall promptly transmit to the COUNTY all third party requests for
13 disclosure of such information. The SUBCONTRACTOR shall not disclose, except as
14 otherwise specifically permitted by this Agreement or authorized in advance in writing
15 by the COUNTY, any such information to anyone other than the COUNTY. For
16 purposes of this paragraph, identity shall include, but not be limited to, name, identifying
17 number, symbol, or other identifying particular assigned to the individual, such as finger
18 or voice print or a photograph.

19 **16. Authorized Representatives**

20 The Director of Housing and Workforce Solutions, or designee, shall administer
21 this Agreement on behalf of the COUNTY. The Assistant County Executive Officer or
22 the Director of Workforce Development Division, or designee, shall administer this
23 Agreement on behalf of the SUBCONTRACTOR.

24 **17. Force Majeure**

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

1 written notice of such force majeure event no later than 30 days from the date such
2 event commenced

3 **18. EDD Reporting Requirements**

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

22 **19. Hold Harmless/Indemnification**

23 **19.1** It is understood and agreed that, pursuant to Government Code Section
24 895.4, the SUBCONTRACTOR shall fully defend, indemnify and save harmless
25 COUNTY, its officers, employees and contractors from all claims, suits or actions of
26 every name, kind and description brought for or on account of injury occurring by reason
27 of anything done or omitted to be done by the SUBCONTRACTOR under or in
28 connection with any work, authority or jurisdiction delegated to SUBCONTRACTOR

1 under this Agreement.

2 **19.2** It is understood and agreed that, pursuant to Government Code Section
3 895.4, COUNTY shall fully defend, indemnify and save harmless the
4 SUBCONTRACTOR, the COUNTY, and their officers, employees and contractors from
5 all claims, suits or actions of every name, kind and description brought for or an account
6 of injury occurring by reason of anything done or omitted to be done by COUNTY under
7 or in connection with any work, authority or jurisdiction delegated to COUNTY under this
8 AGREEMENT.

9 **19.3** In the event either Party is found to be comparatively at fault for any claim
10 action, loss or damage which results from their respective obligations under this
11 Agreement, that Party shall indemnify the other to the extent of its comparative fault.
12 Furthermore, if either Party attempts to seek recovery from the other for Workers'
13 Compensation benefits paid to an employee, the Parties agree that any alleged
14 negligence of the employee shall not be construed against the employer of that
15 employee.

16 **19.4** The indemnification and defense obligations of this Agreement shall
17 survive its expiration or termination.

18 **20. Insurance**

19 **20.1** Without limiting or diminishing the each Party's obligation to indemnify or
20 hold the other Party harmless, each Party shall procure and maintain or cause to be
21 maintained, at its sole cost and expense, the following insurance coverages during the
22 term of this Agreement. The Counties of Riverside or San Bernardino, as may be
23 applicable, and their Agencies, Districts, Special Districts, and Departments, their
24 respective directors, officers, Board of Supervisors, employees, elected or appointed
25 officials, agents or representatives shall hereunder constitute the "Additional Insureds."
26 The additional insured endorsements shall not limit the scope of coverage to vicarious
27 liability but shall allow coverage to the full extent provided by the policy. Such
28 additional

1 insured coverage shall be at least as broad as Additional Insured (Form B) endorsement
2 form ISO, CG 2010 11 85.

3 **20.2** The Parties agree to provide insurance set forth in accordance with the
4 requirements herein. If the Parties use existing coverage to comply with these
5 requirements and that coverage does not meet the specified requirements, the Parties
6 agree to amend supplement, or endorse the existing coverage to do so.

7 **20.3** Workers' Compensation. If a Party has employees as defined by the State
8 of California, that Party shall maintain statutory Workers' Compensation Insurance
9 (Coverage A) as prescribed by the laws of the State of California. Policy shall include
10 Employers' Liability (Coverage B) including Occupational Disease with limits not less
11 than \$1,000,000 per person per accident. The policy shall be endorsed to waive
12 subrogation in favor of other Party.

13 **20.4** Commercial General Liability. Commercial General Liability insurance
14 coverage, including but not limited to, premises liability, unmodified contractual liability,
15 products and completed operations liability, personal and advertising injury, and cross
16 liability coverage, covering claims which may arise from or out of a Party's performance
17 of its obligations hereunder. Policy shall name the other Party as Additional Insured.
18 Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined
19 single limit, and 2,000,000 general aggregate limit. If such insurance contains a general
20 aggregate limit, it shall apply separately to this Agreement or be no less than two (2)
21 times the occurrence limit.

22 **20.5** If vehicles or mobile equipment are used in the performance of the
23 obligations under this Agreement, then the Party shall maintain liability insurance for all
24 owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per
25 occurrence combined single limit. If such insurance contains a general aggregate limit,
26 it shall apply separately to this Agreement or be no less than two (2) times the
27 occurrence limit. Policy shall name the other Party as Additional Insureds.

28

20.6 General Insurance Provisions - All lines:

20.6.1 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 Party's Risk Manager. If the Party'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.

20.6.2 Each Party shall cause it'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 a Party's 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 a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If a Party's insurance carrier(s) policies does not meet the minimum notice requirement found herein, that Party shall cause its insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

20.6.3 In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the each 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. Neither Party shall not commence operations until the other Party has been furnished original Certificate (s) of Insurance and certified original copies of

endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

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

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

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

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

20.6.8 Each Party agrees to notify the other Party 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.

21. General

21.1 The SUBCONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any assignment or purported assignment of this Agreement by

1 SUBCONTRACTOR without the prior written consent of COUNTY will be deemed void
2 and of no force or effect.

3 **21.2** Any waiver by the COUNTY of any breach of any one or more of the terms
4 of this Agreement shall not be construed to be a waiver of any subsequent or other
5 breach of the same or of any other term of this Agreement. Failure on the part of the
6 COUNTY to require exact, full and complete compliance with any terms of this
7 Agreement shall not be construed as in any manner changing the terms or preventing
8 the COUNTY from enforcement of the terms of this Agreement.

9 **21.3** In the event the SUBCONTRACTOR receives payment under this
10 Agreement which is later disallowed by the COUNTY for nonconformance with the terms
11 of the Agreement, the SUBCONTRACTOR shall promptly refund the disallowed amount
12 to the COUNTY on request; or at its option the COUNTY may offset the amount
13 disallowed from any payment due to the SUBCONTRACTOR.

14 **21.4 Reserved.**

15 **21.5** The SUBCONTRACTOR shall comply with all applicable Federal, State and
16 local laws and regulations. The SUBCONTRACTOR will comply with all applicable
17 COUNTY policies and procedures. In the event that there is a conflict between the
18 various laws or regulations that may apply, the SUBCONTRACTOR shall comply with
19 the more restrictive law or regulation.

20 **21.6** The SUBCONTRACTOR shall comply with all requirements of the
21 Occupational Safety and Health Administration (OSHA) standards and
22 SUBCONTRACTOR as set forth by the U.S. Department of Labor and the State of
23 California (Cal/OSHA).

24 **21.7** This Agreement shall be governed by the laws of the State of California.
25 Any legal action related to the performance or interpretation of this Agreement shall be
26 filed only in the Superior Court of the State of California located in Riverside, California,
27 and the parties waive any provision of law providing for a change of venue to another
28 location. In the event any provision in this Agreement is held by a court of competent

jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

21.8 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.

21.9 Reserved.

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

21.11 All original reports, preliminary findings, or data assembled or compiled by SUBCONTRACTOR 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.

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

1 **21.13** Executive Order 12549, Debarment and Suspension, 34 CFR Part 85,
2 Section 85.510 (Lower Tier). The SUBCONTRACTOR certifies that neither it nor its
3 principals are presently debarred, suspended, proposed for debarment, declared
4 ineligible, or voluntarily excluded from participation in this transaction by any Federal
5 department or agency. Where the SUBCONTRACTOR is unable to certify to any of the
6 statements in this certification, SUBCONTRACTOR shall attach an explanation to this
7 Agreement.

8 **21.14** The SUBCONTRACTOR shall assure that funds provided by this
9 Agreement must be used exclusively for activities that are authorized under WIOA. Co-
10 mingling and/or diverting of funds to support the activities of other programs are not
11 authorized. Documentation supporting expenditures will be kept on file at the
12 SUBCONTRACTOR'S office and made available at all times for audit and monitoring
13 purposes for a period of no less than seven (7) years after the COUNTY makes final
14 payment and all pending matters are closed

15 **21.15** The SUBCONTRACTOR will comply with controls, recordkeeping and
16 accounting procedure requirements of WIOA, federal and state regulations and
17 directives to ensure the proper accounting for funds paid under this Agreement. At such
18 times and in such form, the COUNTY may require statements, records, reports, data
19 and information pertaining to this Agreement be maintained on file for purpose of an
20 audit or examination. Retention of all records for seven (7) years after the County
21 makes final payment and all other pending matters are closed, is required.

22 **21.16** The SUBCONTRACTOR shall establish and implement appropriate
23 internal management procedures to prevent fraud, abuse and criminal activity. Further,
24 the SUBCONTRACTOR shall establish a reporting process to ensure that the COUNTY
25 is notified immediately of any allegation of WIOA-related fraud, abuse or criminal activity
26 or any suspected or proven fraud, abuse or criminal acts committed by staff or
27 participants. If the allegation is of any emergency and/or fiscal nature, it shall be
28 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 SUBCONTRACTOR'S file.

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

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

21.19 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 one (1) day after their deposit in the United States Mail, postage prepaid.

County of Riverside Housing and
Workforce Solutions/Workforce
Development Division
1325 Spruce Street, Suite 400
Riverside, CA 92507

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

Attention: Stephanie Adams,
Deputy Director of Workforce Development

Attention: Bradley Gates,
Director of Workforce Development

[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 as of the dates set forth below.

SUBCONTRACTOR

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

By: Heidi Marshall
Heidi Marshall, Director of Housing and Workforce Solutions

Dated: 9/9/2023

COUNTY

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

By: Bradley Gates
Bradley Gates, Director of Workforce Development Department

Dated: 8/7/23

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Lisa Sanchez
Lisa Sanchez,
Deputy County Counsel

APPROVED AS TO FORM:
Tom Bunton
County Counsel

By: Sophie A. Curtis
Sophie A. Curtis,
Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICE

A. Purpose:

During the term of the Service Agreement for Prison to Employment 2.0 entered into between SUBCONTRACTOR and COUNTY, SUBCONTRACTOR shall work with WDD staff and the California Workforce Development Board (CWDB) staff for the purpose of reducing recidivism through collaborative development of regional partnerships that will integrate workforce and re-entry services to connect formerly incarcerated individuals to high demand and sustainable employment in the labor market.

B. Description of services/deliverables:

The SUBCONTRACTOR shall implement activities of the IERPU Prison to Employment 2.0, to:

- Connect and provide services to formerly incarcerated and justice-involved individuals;
- Coordinate efforts between partners to maximize service availability;
- Provide transitional employment models that lead to unsubsidized employment;
- Connect individuals who have completed training during incarceration directly to jobs that they've earned certificates in;
- Foster business engagement that leads to job placement;
- Provide short term vocational training that leads to career pathways identified as self-sufficient careers;
- Provide peer mentorship, soft skills/job readiness training, and case management;
- Select subject matter experts to train partners and staff in regard to serving formerly incarcerated or justice-involved individuals;
- Obtain professional directions and expertise to secure maximum community engagement;
- Conduct regional outreach to the most qualified and experienced service providers with the goal to better serve formerly incarcerated and justice-involved individuals;
- Develop and enhance partnership agreements and MOUs (formal & informal) with key partners;
- Adhere to expenditure plan; and
- Attain participant goals of enrolling 110 into the program, and of those 110: 80 enrolled into training, 40 completed training, 20 attained a certificate/credential, 10 placed into an approved apprenticeship, and 50 gain employment

EXHIBIT B
PAYMENT SCHEDULE

Proposed Scope of work	Product or Outcome
The scope of work for this effort encompasses the description of services/deliverables found in Exhibit A, Sections A-B. All Scope of Work activities will be completed by end of the Prison to Employment 2.0 Grant contract term.	Specifically, progress and success will be measured by the following participant outcomes: <ul style="list-style-type: none">• 110 participants enrolled into the program• 80 enrolled into training• 40 completed training• 20 attained a certificate/credential,• 10 placed into an approved apprenticeship• 50 gain employment
FY 2023/24, 2024/25, 2025/26	\$675,000.00
TOTAL NOT TO EXCEED	\$675,000.00

EXHIBIT C

INVOICE FORM TO BE PROVIDED ON LETTERHEAD

SUBCONTRACTOR Name: San Bernardino County		
Mailing/Remittance Address: San Bernardino County Workforce Development Department 290 North D Street Suite 600 San Bernardino, CA 92415		
Invoice Number:		
<u>Payment Request for Services Rendered</u>		
Date	Deliverable	Cost
Total for this Invoice:		\$



County of San Bernardino DELEGATED AUTHORITY – DOCUMENT REVIEW FORM

This form is for use by any department or other entity that has been authorized by Board of Supervisors/Directors action to execute grant applications, awards, amendments or other agreements on their behalf. All documents to be executed under such delegated authority must be routed for County Counsel and County Administrative Office review prior to signature by designee.

Note: This process should NOT be used to execute documents under a master agreement or template, or for construction contract change orders. Contact your County Counsel for instructions related to review of these documents.

Complete and submit this form, along with required documents proposed for signature, via email to the department's County Counsel representative and Finance Analyst. If the documents proposed for signature are within the delegated authority, the department will submit the requisite hard copies for signature to the County Counsel representative. Once County Counsel has signed, the department will submit the signed documents in hard copy, as well as by email, to CAO Special Projects Team for review. If approved, the department will be provided routing instructions as well as direction to submit one set of the executed documents to the Clerk of the Board within 30 days.

For detailed instructions on submission requirements, reference Section 7.3 of the Board Agenda Item Guidelines as the Delegation of Authority does not eliminate the document submission requirements.

Department/Agency/Entity: Workforce Development Department

Contact Name: Mariann Johnson Telephone: 909-387-9841

Agreement No.: _____ Amendment No.: _____ Date of Board Item 6/8/21 Board Item No.: 93

Name of Contract Entity/Project Name: Riverside County - Prison to Employment Initiative 2.0 Service Agreement

Explanation of request/Special Instructions:

On June 8, 2021, the Board of Supervisors (Board) (Item No. 93), delegated the authority to the Director of Workforce Development Department to execute Service Agreements, in the template format, subject to review by County Counsel, in an amount not to exceed \$1,000,000 per year and \$5,000,000, cumulatively, through June 30, 2026. The purpose of the Service Agreement is to allow San Bernardino County and Riverside County to share grant funds for the Workforce Innovation and Opportunity Act Inland Empire Regional Planning Unit. The proposed Service Agreement is to allocate Prison to Employment Initiative funds in an amount not to exceed \$675,000, which falls under the dollar thresholds approved by the Board. Current cumulative total of all Service Agreements is \$290,000.

Insert check mark that the following required documents are attached to this request:

- ☒ Documents proposed for signature (Note: For contracts, include a signed non-standard contract coversheet for contracts not submitted on a standard contract form).
- ☒ Board Agenda item that delegated the authority

Department Routed to County Counsel	County Counsel Name: Sophie A. Curtis	Date Sent: 7/24/23
Reviewing County Counsel Use Only	Review Date <u>July 24, 2023</u> <u>Sophie Curtis</u> Signature	Determination: <input checked="" type="checkbox"/> Within Scope of Delegated Authority <input type="checkbox"/> Outside Scope of Delegated Authority
CAO-Special Projects Use Only	Review Date <u>8/4/23</u> <u>[Signature]</u> Signature	Disposition: <input checked="" type="checkbox"/> Route for signature to: ____ Chair ____ CEO <input checked="" type="checkbox"/> Department ____ Return to Department for preparation of agenda item