

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

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
28

workforce planning for local areas, including, but not limited to accomplishing goals of the IERPU, as more specifically set forth in the Agreement below.

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

1. Description of Services

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

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

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

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

2. Term

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

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

1
2 **3.3** The COUNTY obligation for payment of this Agreement beyond the current
3 fiscal year end is contingent upon and limited by the availability of the COUNTY funding
4 from which payment can be made. No legal liability on the part of the COUNTY shall
5 arise for payment beyond June 30 of each calendar year unless funds are made
6 available for such payment. In the event that such funds are not forthcoming for any
7 reason, the COUNTY shall immediately notify the SUBCONTRACTOR in writing; and
8 this Agreement shall be deemed terminated and have no further force and effect.

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

10 **4.1** The Parties may, through their authorized representatives, by written
11 agreement, modify this Agreement.

12 **5. Termination**

13 **5.1** The COUNTY or SUBCONTRACTOR may terminate this Agreement
14 without cause upon 30 days written notice stating the extent and effective date of
15 termination.

16 **5.2** The COUNTY may, upon five (5) days written notice, terminate this
17 Agreement for the SUBCONTRACTOR'S default, if the SUBCONTRACTOR refuses or
18 fails to comply with the terms of this Agreement or fails to make progress so as to
19 endanger performance and does not immediately cure such failure. In the event of such
20 termination, the COUNTY may proceed with the work in any manner deemed proper by
21 the COUNTY.

22 **5.3** After receipt of the notice of termination, the SUBCONTRACTOR shall:

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

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

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

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

8. Inspection of Services

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

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

9. Independent Contractor

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

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

10. Subcontract for Work or Services

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

11. Disputes

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

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

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

12. Reserved.

13. Non-Discrimination

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

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

14. Record Retention and Documents

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

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

15. Confidentiality

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

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

16. Authorized Representatives

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

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

17. Force Majeure

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

18. EDD Reporting Requirements

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

Department” or access their Internet site at www.edd.ca.gov.

19. Hold Harmless/Indemnification

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

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

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

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

20. Insurance

20.1 Without limiting or diminishing the each Party’s obligation to 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 it's 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.

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

21.2 Any waiver by the COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of 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 or preventing the COUNTY from enforcement of the terms of this Agreement.

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

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
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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.

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

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

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.

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

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]**

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

[INSERT COUNTY or

SUBCONTRACTOR:]

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

By: _____
Carrie Harmon, Director of Workforce Development

Dated: _____

[INSERT COUNTY or

SUBCONTRACTOR:]

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

By: _____
Reg Javier, Deputy Executive Officer

Dated: _____

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Jhaila Brown,
Deputy County Counsel

APPROVED AS TO FORM:
Michelle D. Blakemore
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

Proposed Scope of work	Product or Outcome
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)
TOTAL NOT TO EXCEED	\$(INSERT AMOUNT)

Agreement Number: [INSERT AGREEMENT REFERENCE]

EXHIBIT C

INVOICE FORM TO BE PROVIDED ON LETTERHEAD

SUBCONTRACTOR Name:

Mailing/Remittance Address:

[INSERT ADDRESS]

Invoice Number:

Payment Request for Services Rendered

Date	Deliverable	Cost
Total for this Invoice:		\$