



Contract Number

SAP Number

Workforce Development Department

Department Contract Representative	<u>Bradley Gates</u>
Telephone Number	<u>(909) 387-9862</u>
 Contractor	 County of Riverside through its Housing, Homelessness Prevention and Workforce Solutions (Workforce Development Division)
Contractor Representative	<u>Heidi Marshall</u>
Telephone Number	<u>On File</u>
Contract Term	<u>May 10, 2023 – October 31, 2025</u>
Original Contract Amount	<u>\$240,000.00</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>\$240,000.00</u>
Cost Center	<u>571 107 2260</u>

Briefly describe the general nature of the contract: *A Service Agreement for Regional Equity and Recovery Partnership Grant funds between San Bernardino County Workforce Development Department and County of Riverside to deepen regional collaborations, develop and build workforce/education/economic development partnerships, engage as full partners in the workforce system, and support the implementation of regional activities in the Inland Empire Regional Planning Unit (IERPU).*

FOR COUNTY USE ONLY

Approved as to Legal Form

► Sophie Curtis
Sophie A. Curtis, Deputy County Counsel

Date July 11, 2023

Reviewed for Contract Compliance

► Mariann Johnson
Mariann Johnson, Deputy Director

Date July 17, 2023

Reviewed/Approved by Department

► Bradley Gates
Bradley Gates, Director

Date July 24, 2023

Agreement Number: M85071-7120 RERP PY2022-2025

[SERVICE AGREEMENT

For

**Inland Empire Regional Planning Unit Workforce Innovation and Opportunity Act
Regional Equity and Recovery Partnership Grant**

Between

SAN BERNARDINO COUNTY

And

COUNTY OF RIVERSIDE

This Service Agreement for Inland Empire Regional Planning Unit Workforce Innovation and Opportunity Act (WIOA) Regional Plan Development and Training Coordination (Agreement), is made and entered into this 10th day of May, 2023, by and between San Bernardino County through its Workforce Development Department, (COUNTY) and the County of Riverside, a political subdivision of the State of California, by and through its Housing, Homelessness Prevention and Workforce Solutions (Workforce Development Division), (SUBCONTRACTOR)]. COUNTY and SUBCONTRACTOR are individually referred to as "Party" and collectively as "Parties," herein.

RECITALS

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

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

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

WHEREAS, on behalf of the IERPU, the COUNTY applied for the Regional Equity and Recovery Partnership funding;

WHEREAS, the Grantor designated the COUNTY as the administrative lead for an award of \$240,000 to be used for regional planning, development, and implementation; and

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

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 May 10, 2023 and expire on October 31, 2025, 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
5 \$240,000, 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:

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21 San Bernardino County Workforce Development Department
22 290 North D Street, Suite 600
23 San Bernardino, CA 92415

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

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

5 **4.1** The Parties may, through their authorized representatives, by written
6 agreement, modify this Agreement.

7 **5. Termination**

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

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

17 **5.3** After receipt of the notice of termination, the SUBCONTRACTOR shall:

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

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

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

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1 **5.5** The rights and remedies of the COUNTY provided in this section shall not
2 be exclusive and are in addition to any other rights and remedies provided by law or this
3 Agreement.

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

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

13 **7. Conduct of the SUBCONTRACTOR**

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

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

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1 7.3 The SUBCONTRACTOR or its employees shall not offer gifts, gratuity,
2 favors, and entertainment directly or indirectly to COUNTY employees.

3 **8. Inspection of Services**

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

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

24 **9. Independent Contractor**

25 The SUBCONTRACTOR is, for purposes relating to this Agreement, an
26 independent contractor and shall not be deemed an employee of the COUNTY. It is
27 expressly understood and agreed that the SUBCONTRACTOR (including its employees,
28 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

1 waives their rights to bring the appropriate legal action in a court of competent jurisdiction
2 within the County of Riverside.

3 **12. Reserved.**

4 **13. Non-Discrimination**

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

15 The Parties agree to comply with the Americans with Disabilities Act (ADA) of
16 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability,
17 and all applicable federal and state laws and regulations, guidelines, and interpretations
18 issued hereto in the execution of the duties and responsibilities under the Agreement.

19 **14. Record Retention and Documents**

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

1 **15. Confidentiality**

2 15.1 The SUBCONTRACTOR shall not use for personal gain or make other
3 improper use of privileged or confidential information which is acquired in connection
4 with this Agreement. The term "privileged or confidential information" includes but is not
5 limited to: unpublished or sensitive technological or scientific information; medical,
6 personnel, or security records; anticipated material requirements or pricing/purchasing
7 actions; the COUNTY information or data which is not subject to public disclosure;
8 COUNTY operational procedures; and knowledge of selection of contractors,
9 subcontractors or suppliers in advance of official announcement.

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

22 **16. Authorized Representatives**

23 The Assistant County Executive Officer or Director of the Workforce Development
24 Division, or designee, shall administer this Agreement on behalf of the COUNTY. The
25 Deputy Executive Officer of Workforce or the Director of Workforce Development shall
26 administer this Agreement on behalf of the SUBCONTRACTOR.

1 **17. Force Majeure**

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

8 **18. EDD Reporting Requirements**

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

26 **19. Hold Harmless/Indemnification**

27 **19.1** It is understood and agreed that, pursuant to Government Code
28 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 on 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 or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. The Counties of Riverside or San Bernardino, as may be applicable, and their Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors,

1 employees, elected or appointed officials, agents or representatives shall
2 hereunder constitute the "Additional Insureds." The additional insured
3 endorsements shall not limit the scope of coverage to vicarious liability but shall
4 allow coverage to the full extent provided by the policy. Such additional insured
5 coverage shall be at least as broad as Additional Insured (Form B) endorsement
6 form ISO, CG 2010 11 85.

7 **20.2** The Parties agree to provide insurance set forth in accordance with
8 the requirements herein. If the Parties use existing coverage to comply with these
9 requirements and that coverage does not meet the specified requirements, the
10 Parties agree to amend supplement, or endorse the existing coverage to do so.

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

17 **20.4** Commercial General Liability. Commercial General Liability
18 insurance coverage, including but not limited to, premises liability, unmodified
19 contractual liability, products and completed operations liability, personal and
20 advertising injury, and cross liability coverage, covering claims which may arise
21 from or out of a Party's performance of its obligations hereunder. Policy shall name
22 the other Party as Additional Insured. Policy's limit of liability shall not be less than
23 \$1,000,000 per occurrence combined single limit, and \$2,000,000 general
24 aggregate limit. If such insurance contains a general aggregate limit, it shall apply
25 separately to this Agreement or be no less than two (2) times the occurrence limit.

26 **20.5** If vehicles or mobile equipment are used in the performance of the
27 obligations under this Agreement, then the Party shall maintain liability insurance
28 for all owned, non-owned or hired vehicles so used in an amount not less than

1 \$1,000,000 per occurrence combined single limit. If such insurance contains a
2 general aggregate limit, it shall apply separately to this Agreement or be no less
3 than two (2) times the occurrence limit. Policy shall name the other Party as
4 Additional Insureds.

5 **20.6 General Insurance Provisions - All lines:**

6 20.6.1 Any insurance carrier providing insurance coverage
7 hereunder shall be admitted to the State of California and have an A M
8 BEST rating of not less than A: VIII (A:8) unless such requirements are
9 waived, in writing, by the Party's Risk Manager. If the Party's Risk Manager
10 waives a requirement for a particular insurer such waiver is only valid for
11 that specific insurer and only for one policy term.

12 20.6.2 Each Party shall cause its insurance carrier(s) to furnish the
13 other Party with either 1) a properly executed original Certificate(s) of
14 Insurance and certified original copies of Endorsements effecting coverage
15 as required herein, and 2) if requested to do so orally or in writing by the a
16 Party's Risk Manager, provide original Certified copies of policies including
17 all Endorsements and all attachments thereto, showing such insurance is in
18 full force and effect. Further, said Certificate(s) and policies of insurance
19 shall contain the covenant of the insurance carrier(s) that a minimum of
20 thirty (30) days written notice shall be given to the County of Riverside prior
21 to any material modification, cancellation, expiration or reduction in
22 coverage of such insurance. If a Party's insurance carrier(s) policies does
23 not meet the minimum notice requirement found herein, that Party shall
24 cause its insurance carrier(s) to furnish a 30 day Notice of Cancellation
25 Endorsement.

26 20.6.3 In the event of a material modification, cancellation,
27 expiration, or reduction in coverage, this Agreement shall terminate
28 forthwith, unless the each Party receives, prior to such effective date,

1 another properly executed original Certificate of Insurance and original
2 copies of endorsements or certified original policies, including all
3 endorsements and attachments thereto evidencing coverage's set forth
4 herein and the insurance required herein is in full force and effect. Neither
5 Party shall not commence operations until the other Party has been
6 furnished original Certificate (s) of Insurance and certified original copies of
7 endorsements and if requested, certified original policies of insurance
8 including all endorsements and any and all other attachments as required
9 in this Section. An individual authorized by the insurance carrier to do so on
10 its behalf shall sign the original endorsements for each policy and the
11 Certificate of Insurance.

12 20.6.4 It is understood and agreed to by the parties hereto that each
13 Party's insurance shall be construed as primary insurance, and the other
14 Party's insurance and/or deductibles and/or self-insured retention's or self-
15 insured programs shall not be construed as contributory.

16 20.6.5 If, during the term of this Agreement or any extension thereof,
17 there is a material change in the scope of services; or, there is a material
18 change in the equipment to be used in the performance of the scope of
19 work; or, the term of this Agreement, including any extensions thereof,
20 exceeds five (5) years; both Parties reserve the right to adjust the types of
21 insurance and the monetary limits of liability required under this Agreement,
22 if in the Risk Management's reasonable judgment, the amount or type of
23 insurance carried by the other Party has become inadequate.

24 20.6.6 Each Party shall pass down the insurance obligations
25 contained herein to all tiers of subcontractors working under this
26 Agreement, if any.

27 20.6.7 The insurance requirements contained in this Agreement may
28 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.

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

1 **21.6** The SUBCONTRACTOR shall comply with all requirements of the
2 Occupational Safety and Health Administration (OSHA) standards and
3 SUBCONTRACTOR as set forth by the U.S. Department of Labor and the State of
4 California (Cal/OSHA).

5 **21.7** This Agreement shall be governed by the laws of the State of California.
6 Any legal action related to the performance or interpretation of this Agreement shall be
7 filed only in the Superior Court of the State of California located in Riverside, California,
8 and the parties waive any provision of law providing for a change of venue to another
9 location. In the event any provision in this Agreement is held by a court of competent
10 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will
11 nevertheless continue in full force without being impaired or invalidated in any way.

12 **21.8** This Agreement, including any attachments or exhibits, constitutes the
13 entire Agreement of the parties with respect to its subject matter and supersedes all prior
14 and contemporaneous representations, proposals, discussions and communications,
15 whether oral or in writing. This Agreement may be changed or modified only by a written
16 amendment signed by authorized representatives of both parties. No oral understanding
17 or agreement not incorporated herein shall be binding on any of the parties hereto.

18 **21.9** Reserved.

19 **21.10** Unless otherwise provided in terms of the Grant or the Agreement, when
20 copyrighted material is developed in the course of or under this Agreement, the author
21 and the COUNTY which developed the work are free to copyright material or to permit
22 others to do so. The COUNTY and the Workforce Development Board shall have a
23 royalty-free, non-exclusive and irrevocable license to produce, publish, and use and to
24 authorize other to use all copyrighted material.

25 **21.11** All original reports, preliminary findings, or data assembled or compiled by
26 SUBCONTRACTOR under this Agreement become the property of the COUNTY. The
27 COUNTY reserves the right to authorize others to use or reproduce such materials.
28

1 Therefore, such materials may not be circulated in whole or in part, nor released to the
2 public, without the direct authorization of the COUNTY.

3 **21.12** Any waiver by COUNTY of any breach of any one or more of the terms of
4 this Agreement shall not be construed to be a waiver of any subsequent or other breach
5 of the same or of any other term thereof. Failure on the part of the COUNTY to require
6 exact, full and complete compliance with any terms of this Agreement shall not be
7 construed as in any manner changing the terms hereof or stopping COUNTY from
8 enforcement hereof.

9 **21.13** Executive Order 12549, Debarment and Suspension, 34 CFR Part 85,
10 Section 85.510 (Lower Tier). The SUBCONTRACTOR certifies that neither it nor its
11 principals are presently debarred, suspended, proposed for debarment, declared
12 ineligible, or voluntarily excluded from participation in this transaction by any Federal
13 department or agency. Where the SUBCONTRACTOR is unable to certify to any of the
14 statements in this certification, SUBCONTRACTOR shall attach an explanation to this
15 Agreement.

16 **21.14** The SUBCONTRACTOR shall assure that funds provided by this
17 Agreement must be used exclusively for activities that are authorized under WIOA. Co-
18 mingling and/or diverting of funds to support the activities of other programs are not
19 authorized. Documentation supporting expenditures will be kept on file at the
20 SUBCONTRACTOR'S office and made available at all times for audit and monitoring
21 purposes for a period of no less than seven (7) years after the COUNTY makes final
22 payment and all pending matters are closed.

23 **21.15** The SUBCONTRACTOR will comply with controls, recordkeeping and
24 accounting procedure requirements of WIOA, federal and state regulations and
25 directives to ensure the proper accounting for funds paid under this Agreement. At such
26 times and in such form, the COUNTY may require statements, records, reports, data and
27 information pertaining to this Agreement be maintained on file for purpose of an audit or
28

1 examination. Retention of all records for seven (7) years after the County makes final
2 payment and all other pending matters are closed, is required.

3 **21.16** The SUBCONTRACTOR shall establish and implement appropriate
4 internal management procedures to prevent fraud, abuse and criminal activity. Further,
5 the SUBCONTRACTOR shall establish a reporting process to ensure that the COUNTY
6 is notified immediately of any allegation of WIOA-related fraud, abuse or criminal activity
7 or any suspected or proven fraud, abuse or criminal acts committed by staff or
8 participants. If the allegation is of any emergency and/or fiscal nature, it shall be reported
9 to the COUNTY'S Administration Unit at (951) 955-3100, and immediately thereafter, a
10 written report shall be submitted. Proof of such report will be maintained in the
11 SUBCONTRACTOR'S file.

12 **21.17** Should the SUBCONTRACTOR fail to perform the services as outlined in
13 Exhibit A, the COUNTY and the SUBCONTRACTOR will meet and confer to modify the
14 Scope of Services and compensation arrangements.

15 **21.18** SUBCONTRACTOR represents and warrants that SUBCONTRACTOR is
16 registered to do business in the State of California with the California Secretary of State.

17 **21.19** All correspondence and notices required or contemplated by this
18 Agreement shall be delivered to the respective parties at the addresses set forth below
19 and are deemed submitted one (1) day after their deposit in the United States Mail,
20 postage prepaid.

21 County of Riverside Housing,
22 Homelessness and Workforce Solutions
23 (Workforce Development Division)
24 1325 Spruce Street, Suite 110
25 Riverside, CA 92507

26 Attention: Heidi Marshall,
27 Director of Housing and Workforce
28 Solutions

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

Attention: Bradley Gates
Director of Workforce Development

Agreement Number: M85071-7120 RERP PY2022-2025

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[Signatures on Following Page]

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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 Housing, Homelessness and Workforce Solutions (Workforce Development Division)

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

Dated: 7/6/2023

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: 7/24/23

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 Curtis
Sophie A. Curtis,
Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICE

A. Purpose:

During the term of the Service Agreement for IERPU Regional Equity and Recovery Partnership entered into between SUBCONTRACTOR and COUNTY, SUBCONTRACTOR shall work with WDD staff and the California Workforce Development Board (CWDB) staff to deepen regional collaborations, develop and build workforce/education/economic development partnerships to support high road employment, engage employers as full partners in the workforce system to identify career pathways to high road employment, and support the implementation of regional activities in the IERPU.

B. Description of services/deliverables:

The SUBCONTRACTOR shall follow and assist in the achievement of the work plan of the Regional Equity and Recovery Partnership grant as designed and implement activities of the IERPU Workforce Innovation and Opportunity Act Regional Plan:

- Coordinate with regional coalitions, business organizations, America's Job Center of California (AJCC) System partners, community colleges, etc.
- Increase capacity and local technical assistance planning and local board development to incorporate strategies for system alignment, upward mobility for residents and demand driven skill attainment.
- Increase efficiencies and reduce duplication through regional cooperation.
- Develop strategies to address identified issues and concerns regarding implementation of regional plans and efforts to support industry engagement.
- Identify and share related and relevant state and federal grant projects that should be aligned/coordinated with the regional effort.
- Communicate and participate in a minimum of two statewide meetings per year.
- Communicate and participate in meetings with Local Workforce Development Boards (LWDBs) and partners to keep them informed about current regional initiatives by sharing challenges, barriers, successes, and lessons learned.
- Work with Regional Training Coordinators, regional coalitions, professional development partners, and the California Workforce Development Board (CWDB) to build capacity of LWDB staff and partners.
- Receive and review regional initiative quarterly reports, ensure report(s) are shared with LWDB directors and project leads, and complete and submit reports to the CWDB by the designated due date.

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 Regional Equity and Recovery Partnership (RERP) Grant contract term.	<p>Specifically, progress and success will be measured by the following outcomes:</p> <ul style="list-style-type: none">A. Develop benchmarks and measurements to track individuals that complete training and/or attain industry recognized credentials aligned with sectors and occupations emphasized in the RERP Grant.B. Develop benchmarks and measurements to track progress towards ensuring equity and job quality, and serving employers in support of high road jobs.C. Develop system to ensure target populations are served equitably.D. Develop benchmark to track workforce staff and partner's professional development training on services, training and education to meet target population needs.E. Develop system to track co-enrollments and industry recognized credentials aligned with RERP target sectors.F. Track number of workforce staff trained and evaluate impact of professional development on target sectors.G. Ensure all program data for all four RERP Community College training projects (Truck Driving, Machine/Equipment Maintenance, EMT/Paramedic, and Construction) are captured, reported and shared in a timely manner.
FY 2022-2023, 2023-2024 & 20024-2025	\$240,000
TOTAL NOT TO EXCEED	\$240,000

Agreement Number: M85071-7120 RERP PY2022-2025

EXHIBIT C

INVOICE FORM TO BE PROVIDED ON LETTERHEAD

SUBCONTRACTOR Name: Riverside County

Mailing/Remittance Address:

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

Invoice Number:

Payment Request for Services Rendered

Date	Deliverable	Cost
Total for this Invoice:		\$



County of San Bernardino

DELEGATED AUTHORITY – DOCUMENT REVIEW FORM

CLERK OF THE
BOARD OF SUPERVISORS
2023 JUL 24 PM 4:59

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 - Regional Equity and Recovery Partnership 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 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 Agreements 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 Regional Equity and Recovery Partnership grant funds in an amount not to exceed \$240,000, which falls under the dollar amount thresholds approved by the Board. *Current cumulative total of service agreements = \$50,000. (see email)*

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: 7/10/23
Reviewing County Counsel Use Only	Review Date <u>July 11, 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>7/13/23</u> <u>Jennifer McCall Dandel</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